eCoinomic.net

GENERAL TERMS AND CONDITIONS

for users acquiring eCoinomic.net Tokens

March 2018

Preamble

Read these terms and conditions ("**Terms**") carefully before using the services described herein. By utilizing the website located at https://ecoinomic.net ("**Website**") and products offered therein, you acknowledge that you have read these terms and conditions and that you agree to be bound by them. If you do not agree to all of the terms and conditions of this agreement, you are not an authorized user of these services and you should not use this website nor its products. You may be referred to you or the entity you represent.

eCoinomic Tech Ltd ("**eCoinomic**") reserves the right to change, modify, add or remove portions of these terms at any time for any reason. We suggest that you review these terms periodically for changes. Such changes shall be effective immediately upon posting. You acknowledge that by accessing our Website after we have posted changes to these terms, you are agreeing to the modified terms. In particular, eCoinomic is likely to change these Terms after the development of the project, its products and their public release. These terms are mostly focused on the distribution of eCoinomic.net cryptographic tokens.

This document or any other document, produced and signed by eCoinomic, does not constitute an offer or solicitation to sell shares or securities in eCoinomic or the project or the Website or the products offered thereto. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and eCoinomic.net services and the Website or the products are not, do not offer and shall not be construed as investment advice or financial products, but as an opportunity to purchase cryptographic tokens, i.e. digital asset, similar to downloadable software, allowing access and participation at the eCoinomic.net platform. Accordingly, this document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. This document does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities.

Acquisition of cryptographic tokens from eCoinomic.net does not present a service of exchange of cryptocurrencies for any form of shares in eCoinomic or its platform or the website, and holder of any cryptographic tokens, issued by eCoinomic.net is not entitled to any form of dividend or other revenue right. Holders of eCoinomic.net cryptographic tokens are only entitled with an access and participation at the eCoinomic.net platform and certain other rights within the eCoinomic.net platform in accordance with the Terms set out herein. eCoinomic.net cryptographic tokens are available to buyers in exchange for certain other cryptographic tokens and fiat currency when such option is granted.

We do not recommend buying eCoinomic.net cryptographic tokens for speculative investment purposes.

eCoinomic 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 this document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom, (iv) usage or acquisition of products purchased.

1. TERMS

1.1 The following terms shall have for the purposes of these General terms and conditions the following meanings.

    (a) **"Auditors"** shall have the meaning, set out in paragraph 3.6.

    (b) **"Digital Asset"** are tokens, available in particular public blockchain network, in this case ETH, BTC, XRP, BCH, LTC, NEO, XMR and ZEC unless otherwise envisaged by eCoinomic.

    (c) **"CNC"** means eCoinomic.net ERC20 compatible Ethereum cryptographic token.

    (d) **"eCoinomic"** or **"We"** means eCoinomic Tech Ltd., a private limited company incorporated in Estonia (EU) for indefinite time in accordance with the laws of Estonia, for the purpose of developing the eCoinomic.net project.

    (e) **"Ethereum"** shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

    (f) **"European Economic Area"** or **"EEA"** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.

    (g) **"Hard Cap"** shall have the meaning, set out in paragraph 5.8.

    (h) **"KYC"** - means "Know your customer" is the process of identifying and verifying the identity of its clients/ token purchasers.

    (i) **"Project"** shall have the meaning, set out in section 3.

    (j) **"Reserve"** means 81% of funds gathered during the Reserve stage being allocated to the Reserve only and not to be spent. The amount is to be locked in the escrow bank accounts as the Reserve is to ensure institutional investors and family offices participation as a lender.

    (k) **"Restricted Areas"** shall have the meaning, set out in 7.1.

    (l) **"Soft Cap"** shall have the meaning, set out in paragraph 5.7.

    (m) **"Terms"** means these General Terms and Conditions.

(n) **"Third-party Wallet"** is a solution, enabling purchasers to store their Digital Assets and CNCs.

(o) **"VAT"** means value added tax of relevant jurisdiction, if applicable.

(p) **"Website"** means https://ecoinomic.net.

(q) **"White Paper"** means the document published on the Website.

2. ABOUT ECOINOMIC

2.1 eCoinomic Tech is a private limited company established under the laws of Estonia (EU), with its seat in Tallinn, for the purpose of developing eCoinomic.net platform, which provides financial services to Digital Assets and other crypto assets holders. The CEO of eCoinomic Tech and the overall eCoinomic.net project is Aleksei Smolianov, who is also the CEO at Sauber Group, the owner of Sauber Bank.

2.2 eCoinomic Tech is a special purpose organization, incorporated for indefinite time for the purposes of developing the eCoinomic.net project, as defined herein, and providing service and operational support for the Project.

2.3 eCoinomic Tech uses all of its funds for the development and running of the Project and the Reserve. eCoinomic Tech may to its best knowledge and diligence allocate funds, received through distribution as set out in section 5, for the purposes of eCoinomic Tech, mainly development of the Project, operating costs and the Reserve of eCoinomic Tech. eCoinomic Tech may engage subcontractors to partially or entirely develop, execute and deploy the Project.

2.4 Purchasers understand that by acquiring CNC tokens they have no right or interested in eCoinomic Tech and its governance.

2.5 eCoinomic Tech reserves its right to nominate more board members or directors should it establish that would be beneficial to eCoinomic Tech and the Project.

3. THE PROJECT (ECOINOMIC.NET PLATFORM)

3.1 eCoinomic Tech has been established for the development, managing and running of the ecoinomic.net platform and its products.

3.2 eCoinomic.net creates a global network of lending fiat money to individuals and small businesses using crypto assets as a collateral. eCoinomic.net platform serves as an intermediate service between financial institutions that act as lenders and the individuals that act as

borrowers. eCoinomic.net takes the role of a guarantee for financial institutions — all the risks associated with a lending procedure are eliminated by eCoinomic.net that provides full financial coverage of the loan. eCoinomic.net brings financial institutions such as investment banks, family offices and funds to the platform.

3.3   eCoinomic.net platform will offer number of services and products, which will be published on the Website. eCoinomic.net services and products can be changed and altered from time to time, and these Terms also apply to them, unless it is stated otherwise in these Terms, on the Website or in the documentation, accompanying particular service or product. These Terms apply also to eCoinomic.net services and products, offered, launched or made public after publication of these Terms.

3.4   Users understand and accept that the Project is currently in development phase and that still requires substantial development works. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the eCoinomic.net platform, token holder understands and accepts that an upgrade of eCoinomic.net platform and/or CNC token may be required and that, if token holder decides not to participate in such upgrade, he may no longer use his CNCs and that non-upgraded CNCs may lose their associated rights in full.

3.5   Before the launch the smart contract will be audited by top blockchain security specialists and will be posted in general access for review — every user will be able to check it carefully before using the platform.

3.6   eCoinomic.net cryptographic token source is to be audited by top blockchain security specialists **("Auditors")** to verify the source code and identify any security risks, and to be posted in general access for review — every user will be able to check it carefully before using the platform.

4.   CNC STRUCTURE AND PERTAINING HOLDERS' RIGHTS

4.1   CNC token is fully ERC20 compatible smart-contract token with some extra features on top.

4.2   The CNC token is at the core of the eCoinomic.net platform, and is the main value driver that will enable all primary activities and transactions on the platform, namely:

(a)   CNC tokens are functional utility tokens designed for eCoinomic.net platform. The platform user must add CNC tokens to his balance in the personal account to get an access to selected services.

(b) The balance of the personal account can be replenished in two ways: by transferring CNC tokens that have been previously purchased during the token sale or have been purchased on a crypto exchange. Possibility to purchase tokens directly on the platform is also planned. The platform service fee will be charged in CNC tokens.

(c) CNC token can also be used as collateral. The platform uses smart contract to regulate the procedures of collateral blocking, returning or liquidating. eCoinomic.net smart contracts enforce the fulfilment of loan obligations and thereby protect the investments for the owners of both collateralized crypto assets and fiat funds.

(d) Participants of eCoinomic.net Crowdsale Development Stage will be granted with an early access to the platform and will be eligible for privileged service.

(e) CNC tokens cannot be refunded for any reason, and that you will not receive money or other compensation in lieu of a refund unless the Soft Cap is not reached.

(f) CNC tokens are not securities.

4.3 CNC token carries no rights, express or implied, other than those, set out herein, if eCoinomic successfully completes and deploys the eCoinomic.net platform. In particular, CNC holders shall not have any influence in the governance of eCoinomic or its affiliates, or the Project, and CNC 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 eCoinomic.

4.4 We do not recommend buying CNC tokens for speculative investment purposes. You should buy CNC tokens to participate in the eCoinomic.net platform.

4.5 CNC tokens are designed to be exchangeable on cryptographic token exchanges. Although our goal is to list CNC tokens on major exchanges, eCoinomic cannot give such warranties, but undertakes on best effort basis to do everything that is reasonable possible and within the powers of eCoinomic to enable exchange of CNC tokens on as many exchanges as possible.

5. ECOINOMIC TOKEN (CNC) DISTRIBUTION

5.1 Contributions, given to eCoinomic in exchange for CNCs shall be considered as financial contribution. Contribution can only be done in Digital Assets, in this case ETH, BTC, XRP, BCH, LTC, NEO, XMR or ZEC, and fiat currency when such option is granted. Failure to follow the

instructions on the Website or any other written instruction provided by eCoinomic may limit, delay, or prevent a purchaser from the purchase of CNC. Purchasers understand and accept that they contribute into a smart contract system on Ethereum and receive CNCs in exchange.

5.2   CNC token distribution is taken place on the Website. Dates of the distribution stages are determined during the period of preparation for token distribution and announced in advance on the Website. Each of the stages will be limited by time and contributions' amount. eCoinomic reserves a right to change the dates, set out herein at any given time due to technical or organizational reasons, without any duty to provide explanation to the token purchasers or the public. Any such changes will be published on the Website.

5.3   The total CNC token supply amount is limited to 2,100,000,000 tokens. The total amount of CNC tokens available for the sale is limited to 1,550,000,000 tokens. The price per CNC will be fixed and set out discretionally by eCoinomic.

5.4   The funds raised from the CNCs distribution will be used exclusively for the running and further development of the Project and for the Reserve, as set out above and in the White Paper.

5.5   Token distribution will be conducted in the following stages:

(a)   **Pre-sale Development stage**

For the purpose of covering early costs of the Project (the platform launch), eCoinomic shall through the Website offer 150,000,000 CNC tokens, which is the maximum amount of CNCs allocated for the Pre-sale Development stage. The maximum contribution is 250,000 USD. The token price is 0,05 USD per 1 CNC.

The participants in the Pre-sale Development stage will receive up to 25% bonus. The bonus structure depends on the contribution amount and its use terms set out in White Paper.

The Pre-sale Development stage starts on 03.04.2018 and will continue until 21.04.2018 or until the allocated limit of 6,000,000 USD is reached.

(b)   **Crowdsale Development stage**

Amount of CNCs allocated to the Crowdsale Development stage will depend on the remaining amount after the Pre-sale Development stage in case eCoinomic does not raise the allocated limit of 6,000,000 USD.

The maximum contribution is 250,000 USD. The token price is 0,05 USD per 1 CNC.

The Crowdsale Development stage starts on 01.05.2018 and will continue until 31.05.2018 or until the allocated limit of 6,000,000 USD is reached.

(c) **Reserve stage**

The maximum amount of CNCs allocated for the Reserve stage is 1,400,000,000 tokens. The maximum contribution is 250,000 USD. The token price is 0,05 USD per 1 CNC.

The Reserve stage starts on 01.06.2018 and will continue until 01.08.2018 or until the Hard Cap is reached.

5.6   All unsold tokens will be burnt after the last sale stage.

5.7   Soft-cap, which equals to 6,000,000 USD applies in the case when eCoinomic does not collect the minimum amount of funds during all three tokens sale stages (**"Soft Cap"**). If the Soft Cap amount is not reached until the end of the Reserve stage, then token distribution is unsuccessful and eCoinomic, within a reasonable period of time, exercise reasonable endeavors to procure that payments are returned to the wallet addresses and bank accounts if applied from which the payments were received. Payments will be refunded, excluding any transaction costs.

5.8   Hard-cap, which equals to 106,000,000 USD, is strictly limited and when the maximum amount of financial assets is reached, the smart contract will automatically stop receiving any funds, and if necessary, return the overpayments back (**"Hard Cap"**).

5.9   The end of the token distribution occurs automatically by collecting the Hard Cap or at the end of the Reserve stage, which of them will come sooner. Collected funds will be allocated for the development of the Project and its expenses, and for the Reserve as set out in the White Paper. eCoinomic will provide reports and documents related to the usage of the funds and will be annually audited by one of the Big Four accounting firms.

5.10 eCoinomic reserves a right to emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of eCoinomic and shall only be used in limited situations, such as, but not limited to: i) serious security issue detected, ii) excessive number of CNCs sold threatening the eCoinomic.net platform as a whole, iii) serious platform performance issue, depriving all users of equal treatment, iv) any type of material attack on the CNCs, the eCoinomic.net platform, the Website or Ethereum network.

5.11 CNC distribution will be executed through the Website. CNC token distribution will be executed only via the Website. No third-party website

or a different provider is not allowed and has not been in any way supported, endorsed or sanctioned by eCoinomic and have no relationship in any way with eCoinomic. The only official and authorized website and CNC token distribution provider is the Website. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct. eCoinomic may partner with third party service provider to enable easier acquisition of CNCs with digital assets other than those set out above.

5.12 All contributions to eCoinomic in exchange for CNC tokens are final and non-refundable unless the Soft Cap is not reached. By participating in the CNC token distribution, you acknowledge that eCoinomic is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund.

6. RISKS

6.1 You understand that Digital Assets, CNC, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of eCoinomic's exclusive control and adverse changes in market forces or the technology, broadly construed, will excuse eCoinomic's performance under this agreement.

6.2 In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the CNCs and other relevant technologies mentioned herein.

(a) **Legal risks regarding securities regulations**

There is a risk that in some jurisdictions the CNCs and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future. eCoinomic does not give warranties or guarantees that CNC tokens are not a security in all jurisdictions. Each purchaser of CNC tokens shall bear its own legal or financial consequences of CNC tokens being considered a security in their respective jurisdiction.

Every purchaser is bound to check if acquisition and disposal of CNC tokens is legal in its jurisdiction, and by accepting these Terms each purchaser undertakes not to use CNC tokens should their use not be legal in the relevant jurisdiction.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of eCoinomic to provide CNC tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty

that CNC tokens are not legal in certain jurisdiction, eCoinomic will either a) cease operations in that jurisdiction, or b) adjust CNC tokens in a way to comply with the regulation should that be possible and viable.

(b) **Risks associated with Ethereum**

CNC tokens are based on Ethereum. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the CNC tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to CNC tokens, and also other ways. More information about the Ethereum is available at http://www.ethereum.org

(c) **Risks associated with purchasers' credentials**

Any third party that gains access to the purchaser's login credentials for the Website, or private keys may be able to dispose of the purchaser's Digital Assets and CNCs. To minimize this risk, the purchaser should guard against unauthorized access to their electronic devices. eCoinomic also provides advanced security techniques, such as two-factor authentication.

(d) **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. The functioning of the Ethereum network and associated blockchains and Digital Assets and CNC tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like CNC tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

(e) **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 CNC tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

(f) **Risk of security weaknesses in the Website and CNC tokens source code or any associated software and/or infrastructure**

There is a risk that the Website and CNC tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of CNC tokens.

(g) **Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, CNC tokens, eCoinomic, which could result in the theft or loss of CNC tokens.

(h) **Risk of mining attacks**

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for the CNC 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. Any successful attacks present a risk to the CNC tokens, expected proper execution and sequencing of CNC tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of eCoinomic and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the CNC tokens interact with and consequently the CNC tokens may be impacted also in that way to the extent, described above.

(i) **Risk of low or no liquidity**

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that CNC tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and eCoinomic does not give any warranties in regard to any exchange services providers. Purchasers might be exposed to fraud and failure. Purchaser may not at any given time be able to acquire or dispose of its CNC tokens due to lack of liquidity.

(j) **Risk of loss of value**

Value of CNC tokens may fluctuate, and their purchasers might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the CNC tokens.

(k) **Risk of uninsured losses**

CNC tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

(l) **Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the CNC tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that results in the loss of CNC tokens

(m) **Internet transmission risks**

You acknowledge that there are risks associated with using the Website and CNC tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that eCoinomic shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and CNC tokens, howsoever caused.

(n) **Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that eCoinomic cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

(o) **Insufficient interest in eCoinomic Project, its product and CNC tokens**

It is possible that eCoinomic's product or CNC token will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in them. Such a lack of interest could impact the development of eCoinomic Project and its products.

(p) **eCoinomic Project, as developed, may not meet your expectations**

eCoinomic product is under development and may undergo significant changes before full release. Your expectations regarding the eCoinomic Project and CNC tokens may not be met upon deployment of eCoinomic Project, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of eCoinomic Project and its products.

(q) **eCoinomic Project or any of its product may never be completed or released**

eCoinomic Project, described in section 3, may never be released and operational, even though eCoinomic will make reasonable efforts to complete and deploy it.

6.3   The CNC tokens are provided *"as is"*. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the CNC tokens, including any warranty that the CNC tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

7.   ELIGIBILITY

7.1   The Website, eCoinomic and CNC tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in the following countries and controlled territories[1]: i) the United States of America, ii) People's Republic of China and iii) the Republic of Singapore **("Restricted Areas").**

7.2   Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website, eCoinomic and CNC tokens. None of the activities of eCoinomic take place in the Restricted Areas.

7.3   eCoinomic reserves its right to decide in its own discretion to adopt reasonable organizational and technical measures to assure that the Website and CNC tokens are not available to persons from paragraph 7.1. Due to the CNC tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) eCoinomic and purchasers understand that there is a possibility that there might be a certain *"flow back"* of CNC tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. eCoinomic consequently explicitly prohibits persons from paragraph 7.1. from using the CNC tokens. eCoinomic shall not be held liable for any legal or monetary consequence arising of such use. Such persons using CNC tokens despite the prohibition shall on first request indemnify and hold harmless eCoinomic from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 7.3. Any person, matching the criteria from paragraph 7.1., shall immediately stop using CNC tokens and leave the Website.

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[1] In case of the USA and Singapore exception for accredited investors applies.

7.4   If you are registering to use eCoinomic 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

(b)   you are duly authorized by such legal entity to act on its behalf.

7.5   You further represent and warrant that you:

(a)   are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);

(b)   have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;

(c)   are not located in, under the control of, or a national or resident of any Restricted Areas;

(d)   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); and

(e)   will not use the CNC tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms,

(f)   have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software,

(g)   have carefully reviewed the content of this document and have understood and agreed with these Terms,

(h)   will contribute Digital Assets from a Wallet or Wallet service provider that technically supports the CNC token and ERC20 standard,

(i)   you are not obtaining CNC tokens for the purpose of speculative investment.

8.   **FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS**

8.1   The CNC tokens are unregulated. eCoinomic is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes impact operations of CNC tokens and eCoinomic. eCoinomic is not a financial institution and is currently not under supervision of any financial supervisory authority. eCoinomic does not provide any licensed financial services, such as investment services, capital raising, fund management or investment

advice. This CNC token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

8.2 This document or any other document, produced and signed by eCoinomic, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

8.3 None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and eCoinomic services and the Website are not, do not offer and shall not be construed as investment or financial products.

8.4 eCoinomic undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

9. LIABILITY

9.1 eCoinomic and its affiliates and their respective officers, employees or agents will in regard to the Website, eCoinomic and CNC tokens not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this Website, eCoinomic and CNC tokens), even if eCoinomic has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of CNC tokens, the Website or the eCoinomic.

9.2 Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the to the Website, eCoinomic or CNC tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the to the Website, eCoinomic and CNC tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website, eCoinomic and CNC tokens.

9.3 You waive your right to demand the return of any cryptographic tokens you exchanged with us for the purpose of acquiring CNC tokens, including, without limitation, a demand for specific performance.

9.4 You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of the Website, eCoinomic and CNC tokens contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

9.5 The information, software, products, and services included in or available through the Website and eCoinomic may include inaccuracies or typographical errors. Changes are periodically added to the information herein. eCoinomic and/or its suppliers may make improvements and/or changes in the Website and eCoinomic at any time. eCoinomic makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, eCoinomic, CNC tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, eCoinomic and CNC tokens, all such information, software, products, services and related graphics are provided *"as is"* without warranty or condition of any kind. eCoinomic hereby disclaims all warranties and conditions with regard to the Website, eCoinomic, CNC tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

9.6 You warrant to eCoinomic that you will not use the Website, the eCoinomic or the CNC tokens for any purpose that is unlawful or prohibited by these Terms. You may not use eCoinomic or CNC tokens in any manner that could damage, disable, overburden, or impair eCoinomic, CNC tokens or the Website.

10. SECURITY

10.1 You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password and any other login or identifying credentials.

10.2 In case you suspect a security breach in any of the abovementioned, you will inform us immediately so we can take all required and possible measures to secure your account and systems as whole.

10.3   In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

11.   PRIVACY POLICY

11.1   As a principle, eCoinomic collects only what we need and will not share your personal information with any third parties other than our identity verification partner. Even within eCoinomic, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. eCoinomic is the only data controller and processor.

11.2   You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.

11.3   eCoinomic reserves its right to request documentation, described in paragraph 11.1, prior to activating your account at any of eCoinomic services, and any services, available through the Website. eCoinomic may refuse you access to eCoinomic services and Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.

11.4   eCoinomic collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.

11.5   When you access the Website or use our products or services we (or a service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

11.6   Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.

11.7   In principle we do not, but we may store and process your personal information on our servers, where our facilities or our service providers are located. 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. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.

11.8   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 anti-money laundering regulations and *"know your customer"* 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. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

11.9   We reserve our right to share your personal information with:

(a)   3rd party identification services providers for fraud prevention purposes;

(b)   law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical

harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;

(c) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);

(d) our banking partners (if you link a bank account, debit card, or credit card to your account);

(e) other third parties only with your prior consent or direction to do so.

eCoinomic will not provide your personal information to any other without your consent or direction.

12. TAXES

12.1 All your factual and potential tax obligations are your concern and eCoinomic is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

12.2 All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. 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. INTELLECTUAL PROPERTY

13.1 We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, all of our brand names, graphics, user interface design, text, logos, images information and data (*"eCoinomic IP"*), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You

may not use any of the eCoinomic IP for any reason, except with our express, prior, written consent.

13.2 In particular, we retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming the Website and CNCs. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.

13.3 You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website and the CNCs strictly in accordance with these Terms. As a condition of your use of the Website and the CNCs you warrant to eCoinomic that you will not use the Website or the CNCs for any purpose that is unlawful or prohibited by these Terms. You may not use the CNCs or any other Digital Assets in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website, CNCs or any other products offered thereto. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website or CNCs or other services provided thereto. Limitation to the transferability of license shall not be understood in a way, that the purchasers are not allowed to transfer CNCs and their Digital Assets to third parties.

13.4 All content included on the Website, including CNCs, and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the Website is the property of eCoinomic and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

13.5 You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the eCoinomic' IP, in whole or in part, found on the Website, within CNCs or associated products and services. eCoinomic' IP is not for resale. Your use of the eCoinomic' IP does not entitle you to make any unauthorized use of any eCoinomic' IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any eCoinomic' IP. You will use eCoinomic' IP solely for your personal use and will make no other use of eCoinomic' IP without the express written permission of eCoinomic and the copyright owner. You agree that you do not acquire any ownership rights in any eCoinomic' IP. We do not grant you any licenses, express or implied, to the intellectual property of eCoinomic except as expressly authorized by these Terms.

14. ACCESS TO ECOINOMIC WEBSITE

14.1 The Website is provided without warranty of any kind, either express or implied. We do not represent that the Website will be available 100% of the time to meet your needs. In case of interruptions we take all reasonable actions to provide you with access to the Website as soon as possible, but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

14.2 We may suspend use of the Website for maintenance. eCoinomic reserves the right, in its sole discretion, to terminate your access to the Website and its related services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering and KYC regulation and procedures, or any other relevant applicable regulation.

14.3 eCoinomic will not be accountable for any loss or damage if the Website is unavailable or suspended. You are responsible for making all provisions necessary for you to have access to the Website. In order to access the Website, you must meet the following conditions.

    (a) You are at least 18 years old.

    (b) You have not previously been suspended or removed from using our services("Services").

    (c) You have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party.

    (d) You will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with the Terms.

    (e) You guarantee that you will not be using the Website for any illegal activities, including money laundering and the financing of terrorism.

Registration and Accounts

14.4 In order to access the Website and use the Services, you must create an account with eCoinomic ("Account").

14.5 You hereby agree and confirm that:

    (a) The provided account information is accurate, complete and up-to-date and will always stay that way.

    (b) Your user login credentials are confidential, restricted to your Account only and are not shared with anyone.

(c) You will notify eCoinomic in case of any suspicious activity or discovered security breaches of your Account and accept responsibility for all activities that occur under your Account and recognize the risks of unauthorized access.

Account Security

14.6 We reserve the right to remove or modify eCoinomic, and any Service or material we provide on eCoinomic, in our sole discretion without notice. We will not be accountable if for any reason all or any part of eCoinomic is unavailable at any time or for any period. From time to time, we may restrict access to users to some parts of eCoinomic, to certain Accounts or the whole of eCoinomic, including registered users.

14.7 You are responsible for:

(a) Making all arrangements necessary for you to have access to eCoinomic.

(b) Ensuring that all persons who access eCoinomic through your internet connection are aware of these Terms and comply with them.

(c) Maintaining and promptly update your Account information.

(d) Maintaining the security of your Account by protecting your password and restricting access to your Account.

(e) All activities that occur under your Account and you accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

14.8 If you choose or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to eCoinomic or portions of it using your username, password, or other security information.

14.9 You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

14.10 You should use caution when accessing your account from a public or shared computer to avoid exposing your record, login-password or other personal information.

14.11 We reserve the right to disable any username, password, or another identifier, whether chosen by you or provided by us, at any time in our

sole discretion for any or no reason, including if, in our opinion, you have violated any clause of Terms and Conditions. eCoinomic may in its sole discretion limit the number of Accounts that you may hold, maintain or acquire.

Account Communications

14.12 By registering your account on the Website, you agree to receive all digital communications, agreements, documents, notices, and disclosure ("Communications"), that eCoinomic delivers in relation to your Account and use of the eCoinomic Services. You agree that eCoinomic may provide these Communications to you by posting them via the Services and by emailing them to you at the email address, you provide. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may also contact us through support email support@ecoinomic.net to request additional electronic copies of Communications.

14.13 You may revoke your consent to receive digital Communications by sending a withdrawal notice to support email support@ecoinomic.net. If you decline or withdraw consent to receive digital Communications, eCoinomic may suspend or terminate your use of the Services.

14.14 It is your responsibility to keep your email address in the account information actual so that eCoinomic can communicate with you digitally. You understand and agree that if eCoinomic sends you a digital 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 digital Communications, eCoinomic 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 eCoinomic to your email address book so that you will be able to receive the Communications from us.

14.15 You can update your account information at any time by logging into your Account or by sending such information to support email support@ecoinomic.net. If your email address becomes invalid in a way that digital Communications sent to you by eCoinomic are returned, eCoinomic may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address from you.

Third Party Materials

14.16 When using our Services, you will see materials provided by third parties, including articles, reviews, comments, insights, analysis, and links to web

pages of such parties, including but not limited to blogs, forums, communities and social networks. We do not control or endorse any Third-Party Materials and shall take no responsibility for Third Party Materials, including content that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. We are not responsible or accountable for any loss or damage of any sort sustained as the result of any such dealings, and you understand that your use of Third Party Materials, and your interactions with third parties that are linked to our Service, is at your own risk.

Acceptable Use

14.17   When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property rights or another third-party right, and that you are solely responsible for your conduct while using our Services. Without prejudice to the foregoing generality, you confirm that you will not:

(a)   Use our Services in any manner that could interfere with, negatively affect or prevent other users from enjoying our Services, or that could damage, disable or overload the functioning of our Services in any manner.

(b)   Use our Services to finance, support or engage in any illegal activities including gambling, fraud, money laundering, terrorism or others.

(c)   Use automated means or interface not provided by eCoinomic to access our Services or to extract data.

(d)   Use or attempt to use another user's account without authorization.

(e)   Attempt to avoid any content filtering techniques we employ or attempt to access any service or area of our Services that you are not authorized to access.

(f)   Develop any third-party applications that interact with our Services without our prior written consent.

(g)   Provide false, inaccurate, or misleading information.

(h)   Encourage or induce any third party to engage in any of the activities prohibited under this Section.

14.18   In order to access and use the Services and retain any information you require that are related to the Services, you will need a computer with an internet connection that has a current web browser with cookies enabled and 128bit encryption. You will also need to have a valid email address within the Website account and have sufficient storage space or a printer to print emails if you wish to retain them.

15. NOTICES

15.1 We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

15.2 To give us notice under this Agreement, you must contact us by email to support@ecoinomic.net. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.

15.3 All communications and notices to be made or given pursuant to this Agreement must be in the English language.

16. MISCELLANEOUS

16.1 Materials, such as the Whitepaper, presentation and others, published in the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these Terms, and are of descriptive nature only.

16.2 We do not permit individuals under the age of 18 to purchase and use CNC token. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to our Website and products.

16.3 We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.

16.4 We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or

techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.

16.5   These Terms do not create any third-party beneficiary rights in any individual or entity.

16.6   You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

16.7   The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

16.8   Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.

16.9   All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, eCoinomic and CNC tokens shall be finally settled under the Rules of Arbitration of the Arbitration Court of the Republic of Estonia Chamber of Commerce and Industry by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.

16.10 Prior to filing any claims in accordance with paragraph 16.9, you undertake to file such claim or request directly to eCoinomic via e-mail at address support@ecoinomic.net. You agree that you will not file any claims in accordance with paragraph 16.10 earlier than 30 days after sending such claim or request to eCoinomic in accordance with this paragraph 16.10. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 16.10, shall be rejected immediately by the tribunal as premature.

16.11 These Terms represent the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

16.12 These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact eCoinomic via e-mail and immediately navigate away from the Website and cease using eCoinomic.