



MEMORY TOKENS SALE GENERAL TERMS & CONDITIONS

Last updated: 26.03.2018

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS BEFORE USING THE WEBSITE (AS DEFINED BELOW), WHICH INCLUDES THE MEMORY PLATFORM AND ANY SERVICE OR PRODUCT MADE AVAILABLE ON OR THROUGH THE WEBSITE, AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE OR BUY MEMORY TOKENS.

SECTION 1. TERMS & CONDITIONS STATUS AND ACCEPTANCE

1.1. These General Terms & Conditions (hereinafter referred to as the “Terms”), including any and all Accompanying Documents, constitute a legally binding agreement between You and the Company, effective at the earliest date and time You begin using the Website or Services or purchase Memory Tokens, as defined herein.

1.2. You must carefully read and comply with these Terms.

1.3. By using the Website and/or purchasing Memory Tokens (each defined in Section 2 (Definitions) of these Terms), You are confirming to the Company that You have fully read, understood and irrevocably accepted these Terms. If You do not agree with these Terms in general or any part of them, You are not permitted to use the Website and/or purchase Memory Tokens.

SECTION 2. DEFINITIONS

The following definitions mentioned throughout these Terms shall have the following meaning:

Accompanying Documents – other documents issued by the Company in connection with Memory Tokens Sale accompanying these Terms, being inalienable part hereof and published on the Website (including, but not limited to the Whitepaper, Privacy Policies, Tokens Sale Agreement etc.).

Account – Your digital account on the Website, which You create to use the Website, Services and check Your Memory Tokens balance, identified by a unique username that is subject to unilateral change by the Company for purposes of cyber-squatting prevention and morality protection.

Affiliates – any persons or entities that have any relation to the Company, including, but not limited to partners, employees, agents and contractors of the Company.

Agreement – these Terms and any other rules, policies or procedures that may be issued by Memory Team and published from time to time on the Website (including the Accompanying Documents).

Applicable Law – all laws, rules, regulations, guidance, codes and requirements applicable to these Terms, the Memory Tokens and any and all relations between a User and the Company.

Company (also referred to as “**We**”) – Memory OÜ, a company incorporated in the jurisdiction of Estonia for the purpose of Memory Tokens Sale conduction, Memory development and implementation, not being a financial entity, investment entity or a partner, employer, agent or adviser for You. All legal rights and obligations concerning the Memory Tokens Sale shall belong to the Company as a legal entity.

Cryptocurrency – digital currency (e.g. Bitcoin (BTC) or Ethereum (ETH) or another) as specified on the Website and Whitepaper used by Users to purchase Memory Tokens.

Memory – a digital Blockchain-based platform (not a legal entity) maintained by the Company, and made available to You through the Website that is designed to enable You to order and usage of encrypted decentralized cloud storage of data with the use of Memory Tokens. The development and launch of Memory is the initial and main purpose of the Memory Tokens Sale.

Memory Team – creators of the Memory idea and initiators of the Memory Tokens Sale as presented on the main page of the Website, being experts in Blockchain and IT industry.

Memory Tokens – utility Ethereum-based digital tokens called the “**EMT**” (Ethereum Memory Token) and the “**MMR**” (both not being digital currency). EMT gives their owner limited right only to exchange it to MMR in accordance with terms and conditions of the Token Sales Agreement. MMR is software digital product, created by the Company and distributed among Users, as the software digital for making purchases and payments for the Memory services, if it is successfully produced and launched in accordance with the terms set out on the Website and in this Agreement. Memory Tokens is tentative name and symbol of such Memory cryptographic token and Company retains the right to change its name and/or symbols in future due to the technical, organizational or other requirements and conditions.

Memory Tokens Sale – a two-phase restricted offering of Memory Tokens to eligible participants to purchase Memory Tokens during any Pre-Sale Period and Public Sale Period.

Parties – the Company and You.

PRC – the People’s Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan).

Pre-Sale Period – a private sale that begins on May 16, 2018 and ends on May 30, 2018, during which eligible purchasers who complete an application may purchase Memory Tokens, subject to minimum transaction amount requirements, from the Company.

Public Sale Period – the period during which eligible buyers may purchase Memory Tokens from the Company beginning on May 31, 2018 and ending on October 1, 2018.

Services – any service or product made available to You on or through the Website or provided to You by the Company through the Website.

User (also referred to as “**You**”) – eligible person who uses the Website, with or without prior registration and authorization using the Account and purchases Memory Tokens.

Website – the website maintained and owned by the Company at <https://memory.io>

Whitepaper – one of the official Accompanying Documents published by the Company on the Website, describing technical and marketing details of the Memory Tokens Sale, the idea and purpose of Memory, Memory Tokens functionality, as well as respective pricing and tokens distribution periods.

SECTION 3. PURCHASE LIMITATIONS

3.1. BY PURCHASING, HOLDING, OR USING THE MEMORY TOKENS, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES ARE INHERENTLY UNSTABLE AND AGREE TO ACCEPT THAT RISK, AND AGREE THAT THE COMPANY IS NOT LIABLE FOR ANY LOSS THAT YOU MAY EXPERIENCE, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS DISCUSSED IN SECTION 8 HEREIN AND IN THE ACCOMPANYING DOCUMENTS.

3.2. THE WEBSITE AND/OR MEMORY TOKEN IS INTENDED TO BE MARKETED, OFFERED AND SOLD TO PARTICIPANTS ONLY IN THOSE JURISDICTIONS IN AND TO THOSE PERSONS WHERE AND TO WHOM THEY LAWFULLY MAY BE OFFERED FOR SALE. FOR THE PRE-SALE PERIOD AND PUBLIC SALE PERIOD THESE JURISDICTIONS INCLUDING NAMELY THE FOLLOWING JURISDICTIONS: UNITED KINGDOM, FRANCE, GERMANY, HONG KONG AND SINGAPORE AND OTHER JURISDICTIONS, WHICH ARE NOT DEFINED AS PROHIBITED BELOW HEREIN (THE “PERMITTED JURISDICTIONS”). FOR THE AVOIDANCE OF DOUBT, ALL RESIDENTS AND CITIZENS OF THE UNITED STATES, OR ANY TERRITORY OF THE UNITED STATES (INCLUDING PUERTO RICO AND THE U.S. VIRGIN ISLANDS), EXCEPT FOR ACCREDITED INVESTORS ARE PROHIBITED FROM PARTICIPATING IN THE PRE-SALE AND PUBLIC SALE PERIOD. YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND PURCHASE MEMORY TOKENS IF YOUR PRIMARY RESIDENCE OR DOMICILE IS IN ONE OF THE PERMITTED JURISDICTIONS.

3.3. THE MARKETING, OFFERING AND SALE OF THE MEMORY TOKENS IS BEING MADE IN THE PERMITTED JURISDICTIONS ON THE BASIS THAT THE MEMORY TOKENS DO NOT CONSTITUTE A SECURITY, FINANCIAL INSTRUMENT OR OTHERWISE REGULATED INVESTMENT IN THOSE JURISDICTIONS SUCH THAT THE PROSPECTUS OR OTHER DISCLOSURE REQUIREMENTS AND OTHER INVESTOR SAFEGUARDS THAT WOULD APPLY TO A SECURITIES OFFERING WILL NOT APPLY TO THE ISSUANCE, OFFERING AND SALE OF THE MEMORY TOKENS IN THE PERMITTED JURISDICTIONS. IN ADDITION, COMPANY IS NOT REGULATED IN THE PERMITTED JURISDICTIONS AND IS NOT REQUIRED TO BE REGISTERED WITH, OR LICENSED OR AUTHORIZED BY, RELEVANT AUTHORITIES IN THE PERMITTED JURISDICTIONS.

3.4. MEMORY IS NOT A STOCK OR ANY OTHER INVESTMENT INSTRUMENTS EXCHANGE. MEMORY TOKENS ARE NOT SECURITIES AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH, AND THE OFFER OF MEMORY TOKENS HAVE NOT BEEN REGISTERED WITH ANY GOVERNMENT ENTITY. MEMORY TOKENS DO NOT REPRESENT ANY SHARE, STAKE, DEBT OR SECURITY OR EQUIVALENT RIGHTS, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO RECEIVE FUTURE REVENUE OR PROFIT SHARES OR INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF MEMORY, AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE COMPANY. HOLDERS OF MEMORY TOKENS ARE ONLY ENTITLED TO A LIMITED RIGHT TO USE THEM (1) IN CONNECTION WITH THE WEBSITE IF IT IS SUCCESSFULLY OPERATED IN ACCORDANCE WITH THE TERMS HEREIN AND, (2) IN THE EVENT THE COMPANY PERMITS MEMORY TOKENS TO BE USED AS IN-SERVICE CRYPTO-CURRENCY FOR THIRD PARTY

WEBSITES, PLATFORMS, SERVICES OR NETWORKS, AS SET FORTH AND IN ACCORDANCE WITH THE POLICIES OF SUCH THIRD PARTY WEBSITES, PLATFORMS, SERVICES OR NETWORKS.

3.5. IF YOU'RE PRIMARY RESIDENCE OR DOMICILE IS NOT IN ONE OF THE PERMITTED JURISDICTIONS, YOU ARE NOT PERMITTED TO PURCHASE MEMORY TOKENS DUE TO THE RISK OF CERTAIN REGULATORY AND TAX ISSUES AND THE COMPANY RESERVES THE RIGHT TO REFUSE TO SELL MEMORY TOKENS TO YOU.

3.6. THE COMPANY RESERVES THE RIGHT TO CANCEL ANY MEMORY TOKENS PURCHASE AT ANY TIME IN THE COMPANY'S SOLE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE COMPANY FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, CHANGE OF REGULATORY REQUIREMENTS, OR UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD.

3.7. ANY PURCHASER, EVEN IN CASE HE/SHE IS ELIGIBLE PURCHASER HEREUNDER, IS DIRECTLY PROHIBITED HEREUNDER TO MAKE ANY PAYMENT OR OTHER TRANSFER OF VALUE FROM SUCH PURCHASER TO THE COMPANY IN ORDER TO PURCHASE MEMORY TOKENS IN CASE SUCH A PAYMENT IS DERIVED FROM, PLEDGED FOR THE BENEFIT OF, OR RELATED IN ANY WAY TO, (1) PROPERTY THAT IS STOPPED, BLOCKED, FROZEN, OR IS BEING UNDER SANCTIONS IN ANY MANNER, (2) PROPERTY THAT IS IN ANY MANNER BLOCKED UNDER ANY LAWS OR REGULATIONS OF THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) OF THE U.S. DEPARTMENT OF THE TREASURY, OR THAT WOULD BE BLOCKED UNDER SUCH LAWS OR REGULATIONS, (3) THE GOVERNMENT OF ANY COUNTRY DESIGNATED AS A COUNTRY SUPPORTING INTERNATIONAL TERRORISM, OR (4) ANY CRIMINAL OR ILLEGAL ACTIVITY OR AIMED TO PERFORM ANY MONEY LAUNDERING ACTIVITY. DESIGNATION OF WHETHER APPROPRIATE PAYMENT IS ADMISSIBLE HEREUNDER IS SUBJECT TO THE COMPANY'S SOLE DECISION.

NOTICE TO RESIDENTS OF PERSONS DOMICILED IN THE PRC, SOUTH KOREA, JAPAN

3.8. CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR OTHERWISE RESTRICT THE OFFER, SALE AND/OR PURCHASE OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC TOKENS THROUGH AN INITIAL COIN OFFERING, INCLUDING BUT NOT LIMITED TO THE PRC, SOUTH KOREA AND JAPAN (EACH, A "PROHIBITED JURISDICTION"). MEMORY TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO ANY RESIDENTS IN THE PROHIBITED JURISDICTION AND NEITHER THESE TERMS NOR ANY ACCOMPANYING DOCUMENTS MAY BE SUPPLIED TO ANY RESIDENTS IN A PROHIBITED JURISDICTION OR USED IN CONNECTION WITH THE OFFER OR SALE OF MEMORY TOKENS TO RESIDENTS IN A PROHIBITED JURISDICTION. THE INFORMATION CONTAINED IN THESE TERMS AND/OR ANY ACCOMPANYING DOCUMENTS WILL NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY ANY MEMORY TOKENS WITHIN A PROHIBITED JURISDICTION. FOR THE AVOIDANCE OF DOUBT, THE LIST OF PROHIBITED JURISDICTION MAY BE CHANGED FROM TIME TO TIME, IRRESPECTIVE TO THE AWARENESS OF THE COMPANY AND RELEVANT AMENDMENTS TO THE TEXT OF THESE TERMS. YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND PURCHASE MEMORY TOKENS IF YOUR PRIMARY RESIDENCE OR DOMICILE IS NOT IN ONE OF THE PROHIBITED JURISDICTIONS.

SECTION 4. GENERAL PROVISIONS

4.1. These Terms and Accompanying Documents are effective and binding on You whenever You use the Website.

4.2. This document or any other document produced by the Company, as well as the Website, and any of their content, does not constitute an offer or solicitation to sell shares or securities. None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer and shall not be construed as investment or financial product.

4.3. You acknowledge and accept that these Terms, Accompanying Documents and/or the Website are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Company's sole discretion. Your continued use of the Website after any amendments or alterations of these Terms, Accompanying Documents and/or the Website shall constitute Your consent and acceptance of any such changes, modifications, amendments, alterations or supplements. The date of the most recent amendments and alterations will be indicated at the top of these Terms.

4.4. You acknowledge and accept that the Company reserves the right at any time, in its sole and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason.

4.5. By using the Website, You covenant, represent, and warrant that (under the Applicable Law and law of Your country of residence):

- You are of an age of majority in the jurisdiction where You are a resident and are able to enter into this Agreement (at least 18 years of age), and meet all other eligibility and residency requirements, and are fully able and legally competent to use the Website, and enter into this Agreement with the Company and in doing so will not violate any other agreement to which You are a party;
- You have all necessary and relevant experience and knowledge to deal with cryptographic tokens, Cryptocurrencies and Blockchain-based systems, have a full understanding of their framework, are aware of all the merits, risks and any restrictions associated with cryptographic tokens (including their purchase and use), Cryptocurrencies and Blockchain-based systems, as well as the necessary and relevant expertise and knowledge to purchase, use and manage them, and are solely responsible for any evaluations based on such knowledge;
- if You are a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into this Agreement on behalf of such corporation, governmental organization or other legal entity and bind them to these Terms;
- You are not (A) identified on, or acting on behalf of any person identified on, any list of persons subject to trade or economic sanctions, including but not limited to the list of Specially Designated Nationals and Blocked Persons, or the Consolidated Sanctions List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control, (B) You are not established in, resident in, or otherwise operating from countries or territories subject to U.S. economic sanctions, including Cuba, Iran, North Korea, Syria, and the Crimea region, and (C) otherwise subject to trade or economic sanctions;
- You are not during the Pre-Sale Period or the Public Sale Period a citizen or permanent resident of and do not make your transactions from the United States or any of its territories, including Puerto Rico, the U.S. Virgin Islands and other possessions of the United States – except for accredited investors;
- You will not use the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- You are not engaged in any illegal activity, including but not limited to money laundering

and the financing of terrorism;

- You are not a resident or citizen of any jurisdiction in which Memory Tokens Sale is banned or restricted according to Memory Tokens Sale Agreement.

4.6. You shall not use the Website if You are prohibited from using it under the Applicable Law and/or law of Your country of residence. If You are in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of Memory Tokens under Applicable Law and/or the law of Your country of residence, You should not access the Website and You are prohibited from accessing, referencing, engaging, or otherwise using the Website, including for the purchase of any Memory Tokens.

4.7. Before using the Website and/or purchasing any Memory Tokens, You are obliged to read carefully all Accompanying Documents that follow these Terms and regulate the Website usage and Memory Tokens Sale procedure. The Accompanying Documents shall be regarded as an inalienable part of these Terms and their terms of use shall be the same as of these Terms. By using the Website, You confirm that You have fully read and understood these Terms and the Accompanying Documents and fully accept their respective terms.

4.8. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but the Company shall not be considered to make any recommendation or endorsement of any third party website or its content unless expressly stated by the Company. The Company does not guarantee or otherwise suggest or imply the safety of any third party website or the conformity of any such third party website with Your expectations. Furthermore, the Company is not responsible for maintaining any materials referenced from another site, and makes no warranties, recommendation or endorsement for that site or respective service. The Company assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

SECTION 5. USER'S WEBSITE REGISTRATION AND ACCOUNT

5.1. For the purpose of proper use of the Website and Memory Tokens balance check, You should register on the Website and create an individual Account with Your respective login and password. You are given access to an Account following Your provision of all information required by the Company, authorization by the Company and upon Your successful creation of an Account. You warrant that any and all information provided for the purpose of Your Account creation and/or any other Website use is valid, current, complete and accurate. Registration data and other information about You is subject to the accompanying Privacy Policies available on the Website.

5.2. You hereby expressly consent that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the Company of any unauthorized Account activity. You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or the Company may suffer as a result of Your failure to do so.

5.3. You may deactivate Your registration with the Website at any time by sending respective request in the contact form on the Website. We may terminate Your use of and registration with the Website or freeze any transactions on Memory platform at any time if You violate these Terms or any other Accompanying Documents of the Company, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any other party, when we find such measures reasonable and/or necessary in a particular situation, without any refunds.

5.4. You are not able to purchase Memory Tokens without registration on the Website.

5.5. The Company reserves its right to implement verification or token purchase limitation services on the Website at any time to verify certain eligibility requirements set forth by the Company or to limit certain residents from purchase of Memory Tokens. Such measures might include, but not limited to: IP address verification or restriction, application of online verification systems and checkboxes, etc. For this purpose, the Company reserves its right to engage any third parties at its own discretion. Any of the verification or token purchase restriction measures might be modified by the Company at any time.

5.6. By creating an Account, You also consent to receive electronic communications from Company (e.g., via email or by posting notices to the Website). These communications may include notices about Your Account (e.g., password changes and other transactional information) and are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send to You electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information We think will be of interest to You. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

SECTION 6. INDEMNIFICATION

6.1. To the extent permitted by Applicable Law, You shall indemnify, defend, and hold the Company and/or its subsidiaries, Affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.

6.2. You shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to Memory Tokens Sale, any economic instability, any advances in quantum computing or cryptography that impact Blockchain immutability, any malfunction, breakdown or abandonment of the Ethereum, Bitcoin or other Blockchain-based protocols, any volatility in the value of Cryptocurrencies, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, any political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by the Company, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.

SECTION 7. NO WARRANTIES AND LIMITATION OF LIABILITY

7.1. Any and all purchases of Memory Tokens by any Users are final and non-refundable. By purchasing the Memory Token, You acknowledge that neither Company nor any of its Affiliates are required to provide a refund for any reason, and that You will not receive money or other compensation for any Memory Token that is not used or remains unused for any reason.

7.2. The Website and the Memory Tokens are provided on an "as is" basis and without any representations or warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of Memory Tokens and

their use.

7.3. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, neither the Company nor its Affiliates shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise) resulting from:

- (a) the use of, inability to use, or availability or unavailability of the Website or the material, information, software, facilities, services or content on the Website;
- (b) Your purchase of the Memory Tokens or Your use of them;
- (c) any change of the value of the Memory Tokens or any Cryptocurrency;
- (d) the ability or inability to sell or transfer Memory tokens, or the existence or nonexistence of any platform to exchange Memory Tokens for fiat currencies, Cryptocurrencies or cryptoassets, during or after the Memory Tokens Sale;
- (e) any illegal or unauthorized use of the Website or purchase or use of the Memory Tokens;
- (f) the use or purchase of any third-party websites (other than the Website) or other internet-resources that copy the Website or propose to sell Memory Tokens;
- (g) the resale or exchange or attempted resale or exchange of Memory Tokens for any fiat currency, Cryptocurrency or cryptoassets;
- (h) the product failing to be suitable for the special or particular purpose You intend, or the failure of any services on or related to the Website, including online Cryptocurrency services, assets or platforms or the information, images or audio contained or related to the Website;
- (i) the Website being infected with any malicious code or viruses; and
- (j) the manifestation or materialization of any risk discussed in Section 8 herein or the Accompanying Documents.

7.4. The Company shall not provide to You any refund possibility (payout liquidity) for the purchased Memory Tokens. You understand and expressly agree that the Company does not represent, warrant or guarantee in any way that the Memory Tokens might be sold or transferred, or be saleable or transferable, or an ability or platform to exchange Memory Tokens for fiat currencies, Cryptocurrencies or cryptoassets, during or after the Memory Tokens Sale. Company further does not make any representations or warranties with respect to the regulatory oversight or the use or security of any such exchange.

7.5. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning Your use of the Website and Your use and purchase of the Memory Tokens

7.6. The Company does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Your use of the Website and its services, including Cryptocurrency services, assets or platforms, and any information, images or audio contained or related to the Website is at Your own risk.

7.7. If Applicable Law or the law of Your country of residence does not permit all or any part of the above limitation of liability or exclusion of warranties or disclaimer of implied terms in contracts to apply to You, the limitations, exclusions and disclaimers will apply to You only to the extent permitted by Applicable Law.

7.8. The Company does not guarantee that its Website cannot be copied in part or in full by any

persons with fraudulent aims. The Company hereby expressly warns You that You should not enter, use or purchase any Memory Tokens or tokens similar to Memory Tokens from any other sources, except for the Website.

SECTION 8. RISKS OF MEMORY TOKENS & LIMITATIONS OF LIABILITIES

8.1. You understand and acknowledge that Memory Tokens, Blockchain-based technologies, Ethereum, and other associated and related technologies are not exclusively controlled by the Company and adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Company's performance under these Terms and/or the Accompanying Documents. As such, the purchase of Memory Tokens carries with it a number of risks. Prior to purchasing Memory Tokens, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks associated with purchasing and holding Memory Tokens are unacceptable to You, You should not purchase Memory Tokens.

8.2. It is possible that due to a number of reasons outside of the Company's control, including but not limited to, changes in regulatory or intellectual property law, technological advancements, decreases in token or Cryptocurrency utility, social or economic reforms, the failure of commercial relationships, or the malfunction, breakdown or abandonment of the Ethereum Protocol, Memory, Blockchain-based technology, Bitcoin, Ethereum and other related technologies may dissolve, disappear, be abandoned or otherwise no longer operate, or operate with material impairments.

8.3. The market value of Cryptocurrencies (and, therefore, the market value of the Memory Tokens) may go up or down, and the market value of Cryptocurrencies has demonstrated extreme volatility. Any cryptographic tokens may not have market value. You should expect fluctuations, both down and up, in the market value of Memory Tokens that you purchase, if any, and such fluctuations may be extremely volatile, including price crashes that may occur in the event of political or economic crises that cause a large-scale sell-off of Memory Tokens. In addition, there may not be a market for resale of the Memory Tokens or exchanging Memory Tokens for fiat currencies, and the Company cannot and does not guarantee market liquidity for Memory Tokens or the ability to exchange Memory Tokens for fiat currencies by purchasers of Memory Tokens.

8.4. The regulatory landscape with respect to Cryptocurrencies and cryptographic tokens, including Memory Tokens, is evolving. There may be uncertainty in the regulatory treatment of Memory Tokens and the Memory Tokens Sale in jurisdictions where the Memory Tokens Sale is conducted.

8.5. There may be restrictions on the sale and purchase of Cryptocurrencies in certain jurisdictions, including outright prohibition or a requirement that the sale or purchase must take place on a regulated exchange or trading venue. These restrictions may become more prohibitive over time. There is, therefore, a risk that purchasers of the Memory Tokens cannot access a regulated exchange or trading venue in their jurisdiction, or any other jurisdiction, and may, therefore, find it difficult to sell the Memory Token. There are additional risks presented by any potential token exchange service provider, if any, which might be subject to poorly-understood regulatory oversight.

8.6. Unlike certain accounts with financial institutions, Memory Tokens are not insured by any governmental or regulatory entity (such as the Federal Deposit Insurance Corporation). In the event of loss, or the loss of utility value, You may not have recourse (and shall never have recourse against the Company in accordance with these Terms) unless You obtain private insurance for Your Memory Tokens.

8.7. It is Your obligation to determine the tax characterization of Memory Tokens. You may experience adverse enforcement or other consequences in connection with purchasing the Memory Tokens.

8.8. It is possible that alternative networks or platforms could be created that utilize the same or similar open-source codes and protocols that underlie the Memory and the Memory Tokens. Competition from such networks or platforms could negatively impact the performance of Memory and/or the value of Memory Tokens.

8.9. It is possible that the Memory will not be used by a large number of individuals, and other entities and that there will be limited public interest in the Memory or distributed ecosystems more generally. Such a lack of interest could negatively impact the development of the Memory and potential use of it. Therefore, the success of the Memory cannot be predicted.

8.10. Memory is currently under development and may undergo significant changes before release. Any expectations regarding the form and functionality of the Memory held by You may not be met upon release of the Memory, for a number of reasons including a change in the design and implementation plans and execution of the implementation of the Memory. Further, due to market value fluctuations of the Cryptocurrency used to purchase Memory, Company may be unable, despite its good faith efforts, to adequately finance the creation, deployment, maintenance and/or operation of Memory, which may adversely impact the value and utility of Memory Tokens.

8.11. Due to the risks associated with the Cryptocurrency and digital tokens market (including those described in this Section), and despite Company's good faith efforts to develop and maintain Memory (if deployed), it is possible that Memory will experience malfunctions or otherwise fail to be adequately developed or maintained, which may individually or collectively negatively impact Memory and the value of Memory Tokens.

8.12. Despite Company's good faith efforts to exclude any viruses from the Website and secure the network and technologies interacting with Memory, it is possible that one or more third-parties can or will introduce malicious code or other viruses into the open-source software and code underlying Memory and/or create, undercover or exploit weaknesses in the security of the cloud-based services used by the Company. Such events may impact the continued development, deployment or operation of Memory and/or the value of Memory Tokens.

8.13. There are risks associated with using Memory Tokens, including, but not limited to, the failure of hardware, software and Internet connections. The Company is not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any disruption, distortion or delay in its delivery or receipt, however so caused.

8.14. Security measures have been implemented to ensure the safety and integrity of any of the services related to the Memory Tokens Sale. However, despite this, You acknowledge that information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

8.15. You acknowledge that there may be risks associated with the Memory Tokens and/or Memory not being regulated in the jurisdictions in which the Memory Tokens may be purchased, including the risks of retroactive regulatory applicability. The Memory Team is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if changes impact operations of Memory Tokens. None of the Company, the Memory Team or any of their respective Affiliates are a financial institution or currently under supervision of any financial supervisory authority. The Company does not provide any licensed financial services, such as investment services, fund management or investment advice. The Memory Tokens Sale is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus or similar disclosure regulations in the jurisdictions in which the Memory Tokens may be purchased.

8.16. It is possible that even if the Memory Token launch threshold is met, the funds will be insufficient (particularly given the volatility of Cryptocurrency value) to feasibly develop Memory,

possibly causing the effect that You may not be able to participate in any intended or implied projects.

8.17. There may be additional risks that cannot be anticipated or foreseen due to the incipience of cryptographic token technology, Blockchain-based technology, Bitcoin, Ethereum and related technologies.

SECTION 9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Company has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the Memory Tokens and his activities generally and there are no implied licenses under this Agreement.

9.2. The Memory logo and any Memory product or service names, logos or slogans that may appear on the Website or service are trademarks of the Company or Our affiliates and may not be copied, imitated or used, in whole or in part, without Our prior written permission. You may not use any metatags or other "hidden text" utilizing "Memory Tokens" or any other name, trademark or product or service name of Us or Our affiliates without Our prior written permission. In addition, the look and feel of the Website and its content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of the Company and may not be copied, imitated or used, in whole or in part, without Our prior written permission. All other trademarks, registered trademarks, product names and Memory names or logos mentioned on the Website are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by the Company.

SECTION 10. APPLICABLE LAW AND DISPUTE RESOLUTION

10.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Estonia (Applicable Law).

10.2. To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

10.3. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit the respective claim to the binding arbitration with the Rules of Arbitration of International Chamber of Commerce. The claim is to be reviewed by one or more arbitrators appointed in accordance with the said rules. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Company (a) waive Your and Company's respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and (b) waive your and Company's respective rights to a jury trial. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may be issued by the Company and published from time to time on the Website), without regard to conflict of law rules or principles. The place of arbitration shall be London. The language of the arbitration shall be English.

SECTION 11. MISCELLANEOUS

11.1. Termination and Suspension. Notwithstanding anything contained herein, the Company reserves the right, without notice and in its sole discretion, to terminate these Terms, suspend Your right to access the Website, and delete or deactivate Your Account and all related information and files in such Account without liability to You, including (but not limited to) in case of Your breach of these Terms or if the Company believes You have committed fraud, negligence or other misconduct. You may terminate these Terms without notice by discontinuing use of the Website. All rights granted to You under these Terms will immediately be revoked upon the Company's termination of these Terms or suspension of Your access to the Website. In the event of any Force Majeure Event (as defined in "Miscellaneous" Section), breach of this Agreement, or any other event that would make the provision of services commercially unreasonable, the Company may, in its discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of its services or the Website.

11.2. Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

11.3. Assignment. The Company may, at its sole discretion, assign any of its rights and/or delegate its duties under this Agreement (including, but not limited any and all intellectual property rights for all the intellectual property rights objects created during or referring to Memory Tokens Sale, as well as the Memory platform itself) to any third party at any time. Further, for the purpose of Memory project implementation the Company reserves its right to create specific corporate structure with various entities in different jurisdictions and assign any of its rights (including right of ownership for the collected funds) to any of such entities upon Company's discretion. You may not assign Your rights or delegate Your duties as Website User and Memory Tokens purchaser, and any assignment or delegation without the previous written consent of the Company shall be null and void.

11.4. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

11.5. Communication and Notices. Any communication concerning these Terms execution and/or violation should be conducted only via Your email and through the Company's contact form on the Website. Your official email for communication shall be deemed the email specified by You during the Account registration process. The one and only language of the communication shall be English. The Company 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 the Company provides by posting on the Website will be effective upon posting and notices Company provides by email will be effective when such email is sent. 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 Company sends such email, whether or not You actually receive or read the email.

11.6. **Tax Issues.** The Company makes no representations concerning the tax implications of the sale of Memory Tokens or the possession or use of them. You bear the sole responsibility to determine if the purchase of Memory Tokens with Cryptocurrency or the potential appreciation or depreciation in the value of Memory Tokens over time has tax implications for You in Your home jurisdiction. By purchasing Memory Tokens, and to the extent permitted by law, You agree to be solely responsible for any applicable taxes imposed on, and agree not to hold the Company liable for any tax liability associated with or arising from the purchase of Memory Tokens. 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 the Company's request, You will provide it any information it reasonably requests to determine whether it is obligated to collect VAT from You, including Your VAT identification number. If any deduction or withholding is required by law, You will notify the Company and will pay the Company any additional amounts necessary to ensure that the net amount that the Company receives, after any deduction and withholding, equals the amount the Company would have received if no deduction or withholding had been required. Additionally, You will provide the Company with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

11.7. **State Policies.** The Company and its Affiliates strictly follow anti-money laundering (AML), "know your customer" (KYC), EU General Data Protection Regulation (GDPR) and other banking or government regulations in respective jurisdictions. You fully agree to assist the Company in fulfillment of the mentioned regulations and provide any necessary information if such is required from You by the authorized authority.

11.8. **Further Assistance.** You shall cooperate with and assist the Company in connection with any investigation, examination or enquiry by any government entity. You shall promptly provide the Company with any documents, certification, record or other information it may request in connection with such investigation, examination or enquiry.

11.9. **Force Majeure Events.** Company shall not be liable for any loss or damage arising from any event beyond its reasonable control, including but not limited to 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 its reasonable control (each, a "Force Majeure Event").

11.10. **Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

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