

# THE ETALONIUM PROJECT WEBSITE TERMS AND CONDITIONS

*Last Updated: 3rd August 2019*

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND COMPLETELY AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. YOU (USER) UNDERSTAND AND AGREE THAT BY USING THE ETALONIUM PROJECT WEBSITE AND/OR PURCHASING THE ETALONIUM MODL TOKEN (TOKENS) DURING THE TOKEN SALE YOU WILL BE BOUND BY THESE TERMS AND CONDITIONS.

These Terms and Conditions (hereinafter “**this Agreement**” or “**Agreement**”) govern your use of the Etalonium project website (maintained at **etalonium.io**, hereinafter “**Website**” or “**Etalonium project website**”) and general terms of participation in the Etalonium MODL token sale. These Terms and Conditions is an agreement between you or the entity that you represent (hereinafter the “**User**” or “**You**”) and **Limited Partnership ROSSMERE TRADE LP** (hereinafter the “**Company**”, “**Website Owner**” “**We**”, “**Us**” or “**Our**”). The User and the Company are herein referred to individually as a “**Party**” and collectively, as the “**Parties**”.

The Company (**Limited Partnership ROSSMERE TRADE LP** (No LP2768) established and existing under the laws of the Republic of Ireland. The Company legal address (business address): OFFICE 29, CLIFTON HOUSE, FITZWILLIAM STRET LOWER, DUBLIN 2, DO2 XT91, REPUBLIC OF IRELAND.

IN THIS AGREEMENT THE FOLLOWING WORDS AND COMBINATIONS OF WORDS ARE USED AT SUCH SENSE (MEANING):

“**User**” (also referred to as “**You**”) shall mean any person, who uses the Website and/or purchases the Etalonium MODL token (tokens).

“**Accompanying Documents**” shall mean other Website Owner regulatory documents accompanying and detailing this Agreement, being inalienable part hereof and published on the Website (including, but not limited to, Token Purchase Agreement and Privacy Policy) effective at the moment of the Website use and the Etalonium MODL token sale. In case of any discrepancies between Accompanying Documents and this Agreement, the latter shall apply.

“**Etalonium MODL token** (tokens)” (hereinafter “**Token**” or “**Tokens**”) shall mean cryptographic tokens of the Etalonium project, which are utility tokens. The Etalonium MODL token will allow the opportunity to the Token buyer to receive services in, and use, the Etalonium project ecosystem at a future point in time. Although the tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.

“**White Paper**” shall mean document available at the Website and prepared by the Website Owner to describe matters relating to the Etalonium project. The White Paper may be amended from time to time. The User should carefully and completely read the White Paper and its contents.

## SECTION 1: GENERAL PROVISIONS

1.1. This Agreement, including any and all Accompanying Documents (TOKEN PURCHASE AGREEMENT, PRIVACY POLICY, etc.), constitute a legally binding agreement between the Website Owner and any and all Users. Accompanying Documents may be amended occasionally, the relevant version of specified agreements you will find on the Website maintained at <https://www.etalonium.io/>. THE USER HAS READ, UNDERSTOOD AND AGREED TO THOSE ACCOMPANYING DOCUMENTS. The User also should carefully and completely read the White Paper available at the Website.

1.2. This Agreement is effective at the time the User begins using the Website. It is hereby understood and presumed by you (User), that by the fact of the Website use and/or Tokens purchase during the Etalonium MODL token sale the User should fully read, understood and irrevocably accepted this Agreement. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE WEBSITE AND/OR BUY THE ETALONIUM MODL TOKEN (TOKENS).

1.3. The User acknowledges and accepts that this Agreement is subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner’s sole discretion. The User’s continued use of the Website after any amendments or alterations of this Agreement and/or the Website shall constitute the User’s consent hereto and acceptance hereof.

1.4. By using this Website each User covenants, represents, and warrants that (under the Republic of Ireland legislation (hereinafter “Applicable law”) and law of the country of User’s residence): 1) he (she) is of an age of majority to enter into this Agreement (**at least 18 years of age**), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website; 2) he (she) has the full capacity to contract, under Applicable law and law of the country of User’s residence, with the Website Owner and in

doing so will not violate any other agreement to which he (she) is a party; 3) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism; 4) he (she) is not a citizen or resident (fiscal resident or other resident) of the jurisdictions, which participation is restricted according to Our Token Purchase Agreement (available at the Website) and/or domestic legislation of his (her) jurisdiction of residence.

1.5. IF YOU CANNOT COMPLY WITH THE REQUIREMENTS (OBLIGATIONS) OF THE PARAGRAPH 1.4. OF THIS AGREEMENT YOU SHALL NOT USE THE WEBSITE AND/OR TAKE PARTICIPATION IN THE ETALONIUM MODL TOKEN SALE. You agree to use the Website only for lawful purposes. You are prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state or international law. You agree not to harass, advocate harassment, or to engage in any conduct that is abusive to any person or entity.

## **SECTION 2: PRIVACY**

2.1. TO VIEW OUR PRIVACY POLICY, CLICK HERE [https://www.etalonium.io/img/documents/Privacy\\_policy\\_by\\_Etalonium.pdf](https://www.etalonium.io/img/documents/Privacy_policy_by_Etalonium.pdf). WE CREATED THE PRIVACY POLICY TO INFORM YOU ABOUT OUR COLLECTION AND USE OF INFORMATION WE COLLECT WHEN YOU ACCESS THE WEBSITE.

## **SECTION 3: TOKEN SALE**

3.1. The Etalonium MODL token sale will be conducted on the platform of [BTEX.COM](https://btex.com/). Before taking any participation in the Etalonium MODL token sale (purchase) **YOU SHOULD CAREFULLY AND COMPLETELY READ ALL TERMS REGARDING THE USAGE OF THE BTEX.COM PLATFORM AND/OR ANY PART OF IT** (available at <https://btex.com/>). The Company is not liable for your usage of the BTEX.COM platform's capabilities and any risks and consequences directly related to your usage of the BTEX.COM exchange platform.

3.2. Before taking any participation in the Etalonium MODL token sale (purchase) You should carefully and completely read and agree to all terms of Our Token Purchase Agreement (available at [https://www.etalonium.io/img/documents/tpa\\_etalonium\\_tok.pdf](https://www.etalonium.io/img/documents/tpa_etalonium_tok.pdf)).

3.3. Before taking any participation in the Etalonium MODL token sale (purchase) You should fully agree that the purchase of the Tokens: (a) does not provide the buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to the Company; (c) does not provide the buyer with any ownership or other interest in the Company.

3.4. The sale of the Tokens and the Tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchases and sales of the Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

3.5. You should not participate in the Token distribution or purchase the Tokens for investment purposes. **THE TOKENS ARE NOT DESIGNED FOR INVESTMENT PURPOSES AND SHOULD NOT BE CONSIDERED AS A TYPE OF INVESTMENT.** The User acknowledges and agrees that the User is not purchasing the Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes, but rather as the permission (the right) to use the Etalonium project ecosystem.

#### **SECTION 4: THIRD-PARTY CONTENT**

4.1. The Website and its pages may contain links to third-party websites and/or services. Such links are provided for User's convenience. However, their presence does not mean that they are recommended by the Website Owner and the Website Owner does not guarantee their safety and conformity with any User expectations. The Website Owner is not responsible for the content of any sites that may be linked to or from the Website or any bulletin board associated with us or the Website. Unless otherwise noted, any other website accessed from the Website is independent from us, and we have no control over the content of that other website. In addition, a link to any other website does not imply that we endorse or accept any responsibility for the content or use of such other website. In no event shall any reference to any third party or third party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party.

#### **SECTION 5: INDEMNIFICATION**

5.1. To the fullest extent permitted by applicable law, the User releases the Website Owner from responsibility, liability, claims, demands, and/or damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between User and the acts or omissions of third parties.

5.2. You acknowledge, understand and agree to the following: (a) to the fullest extent permitted by applicable law the User will indemnify, defend and hold harmless and reimburse the Company from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by the Company arising from or relating to: (1) the User's purchase or use of the Tokens; (2) the User's responsibilities or obligations under this Agreement and/or Accompanying Documents; (3) the User's breach of or violation of this Agreement; (4) any inaccuracy in any representation or warranty of the User; (5) the User's violation of any rights of any other person or entity; and/or (6) any act or omission of the User that is negligent, unlawful or constitutes willful misconduct.

5.3. User shall not have any claim of any nature whatsoever against Website Owner for any failure by Website Owner to carry out any of his obligations under this Agreement as a result of causes beyond his control, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, 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 Website Owner, for the supply of products under this Agreement or any other authority or any other cause whatsoever beyond our absolute and direct control.

## **SECTION 6: DISCLAIMERS AND LIMITATIONS OF LIABILITY**

6.1. THE WEBSITE OWNER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

6.2. The Website is provided on an "AS IS," "as available" basis. We do not warrant that your use of the Website will be uninterrupted or error-free. We do not warrant the accuracy, integrity, or completeness of the content provided on the Website. We specifically disclaim warranties of any kind, whether expressed or implied, including but not limited to warranties of title, implied warranties of merchantability or warranties of fitness for a particular purpose. No oral advice or written information given by us shall create a warranty. You expressly agree that your access to, viewing of, browsing, visiting or use of the Website is at your sole risk.

6.3. Under no circumstances shall we be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Website, including but not limited to reliance by a user on any information obtained at the Website, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to our records, programs or services. The foregoing limitation of liability shall apply whether in an action at law, including but not limited to contract, negligence, or other tortious action; or an action in equity, even if one of our authorized representatives have been advised of or should have knowledge of the possibility of such damages. You hereby acknowledge that this paragraph shall apply to all content, merchandise and services available through the Website.

6.4. THE TOKENS MAY HAVE NO VALUE. THE USER MAY LOSE ALL AMOUNTS PAID. Any and all purchases of the Tokens are final and non-refundable. By purchasing the Tokens, the User acknowledges that neither Website Owner nor any other of its affiliates are required to provide a refund for any reason, and that the User will not receive money or other compensation for any Tokens that are not used or remains unused for any reason.

6.5. The User expressly acknowledges, understands and agrees that the User is purchasing the Tokens at the User's sole risk and that the Tokens are provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by the Company and the User shall rely on its own examination and investigation thereof.

6.6. The Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied, outside the Etalonium project ecosystem. The User understands and agrees that the Tokens are designed only to be utilized with the Etalonium project ecosystem.

6.7. You should review and agree to all disclaimer provisions regarding the Tokens in Our Token Purchase Agreement (available at [https://www.etalonium.io/img/documents/tpa\\_etalonium\\_tok.pdf](https://www.etalonium.io/img/documents/tpa_etalonium_tok.pdf)).

## **SECTION 7: INTELLECTUAL PROPERTY RIGHTS**

7.1. You acknowledge that the Website contains information, data, software, photographs, graphs, videos, typefaces, graphics, sounds and other material (collectively "**Content**") that are protected by copyrights, trademarks, trade secrets, rights in databases and/or other

proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed.

7.2. All Content is copyrighted as a collective work under copyright laws, and we own a copyright and/or database right in the selection, coordination, arrangement, presentment and enhancement of such Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from or adaptations of, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that the copies are made only for your personal use and that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Website or any information displayed on the Website, except: (a) as expressly permitted by this Agreement; or (b) with our prior written permission or the prior written permission from such third party that may own the trademark or copyright of information displayed on the Website.

## **SECTION 8: APPLICABLE LAW AND DISPUTE RESOLUTION**

8.1. The User and the Website Owner shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (hereinafter the “Dispute”). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 8.2 below.

8.2. Any Dispute not resolved within 90 days as set forth in Section 8.1 shall be referred to and finally resolved by authorized judicial authority of the Republic of Ireland.

8.3. The governing law of the Agreement shall be as set forth in Section 10.1 herein. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made.

8.4. Any dispute arising out of or related to this Agreement is personal to the User and the Website Owner and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative

action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## **SECTION 9: TERMINATION OF AGREEMENT**

9.1. Notwithstanding anything contained herein, we reserve the right, without notice and at our sole discretion, to terminate this Agreement or suspend your right to access the Website, including (but not limited to) in case of your breach of this Agreement or if the Website Owner believes you have committed fraud, negligence or other misconduct.

9.2. You may terminate this Agreement without notice by discontinuing use of the Website. All rights granted to you under this Agreement will immediately be revoked upon our termination of this Agreement or our suspension of your access to the Website.

## **SECTION 10: MISCELLANEOUS**

10.1. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Republic of Ireland without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

10.2. The User shall not assign this Agreement without the prior written consent of the Website Owner. Any assignment or transfer in violation of this Section will be void. The Website Owner may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

10.3. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.4. We reserve the right to make changes to the Website, any incorporated policies, and this Agreement at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the



validity and enforceability of any remaining condition. The Website Owner may modify this Agreement at any time by posting a revised version on the Website, available at **<https://www.etalonium.io/>**. The modified terms will become effective upon posting. It is the buyer's responsibility to check the Website regularly for modifications to this Agreement. This agreement was last modified on the date listed at the beginning of this Agreement.

10.5. The failure by the Website Owner to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit the Website Owner's right to enforce such right or provision at a later time. All such waivers by the Website Owner must be unequivocal and in writing to be effective.

**OUR CONTACTS:** If you have any questions concerning these Terms and Conditions or the Website Owner official legal statements, please contact us at **[fashion@etalonium.io](mailto:fashion@etalonium.io)**.