

# **RChain Promotional Credits Offer - Terms & Conditions**

## **Background**

As a result of the Synereo Ltd. decision of December 12, 2016 not to develop the RChain Platform, the RChain Platform will not support the usage of Synereo AMPs as a software access protocol token.

Since AMPs will not have utility on the RChain Platform, the RChain Cooperative is offering a limited-time opportunity to redeem AMP tokens, from the Bitcoin network, in return for a promotional coupon RHOC token, on the Ethereum network. The promotional coupon token will then be later redeemable for a to-be-created software access protocol token on the to-be-developed RChain network. This RChain software access protocol token shall be usable to obtain an on-demand, measured quantity of compute, bandwidth, disk storage, or other computer usage resources from the RChain network.

## **Terms and Conditions of Agreement**

The following RChain Promotional Credits Offer Terms and Conditions (these “Terms and Conditions”) apply to any RHOC tokens (“Promotional Credits”) you receive.

1.1. Promotional Credits may be used only to 1) redeem in exchange for the RChain software access protocol tokens on the RChain network; or 2) redeem for software services directly from RChain Holdings, Inc., or its affiliate software service providers, which expressly elect and offer to accept Promotional Credits in return for providing software services early, or at a discounted price, or both (“Early Access”), in anticipation of redeeming Promotional Credits for software access protocol tokens on RChain (“collectively, Eligible Services”). No software service provider shall be required to accept Promotional Credits, and no guarantee is made that any software service provider will elect to accept Promotional Credits for Early Access to their services.

1.2. This Offer to give users Promotional Credits in return for AMP tokens shall be accepted by a customer through the affirmative act of sending AMP tokens to the designated Bitcoin address. Promotional Credits will then be transferred to the customer. AMP tokens can each only be redeemed once, for which the customer shall receive Promotional Credits in the form of a numerically equivalent amount of

Promotional Credits. No returns or refunds are allowed, and no cash value, credit, or change will be given. RChain will refuse to issue Promotional Credits in return for any AMP tokens newly created, minted, released, or by any other means introduced into general circulation after December 12, 2016. Furthermore, RChain may refuse any request to receive Promotional Credits for any reason. RChain will return any tokens which are refused to the address from which they were sent.

1.3 Promotional Credits are available for a limited time only. After the closing of the Promotional Credits Offer on January 31, 2017, all requests for Promotional Credits in return for AMPs will be refused.

1.4 Promotional Credits can be used to obtain software services from software service providers who choose to offer Early Access for their software services, such as software testing alpha or beta testing programs, marketing, or for other reasons as they may decide. Any software service providers which elect to provide Early Access, and which choose to accept Promotional Credits in return for rendering services, provide those software services on an as-is basis, which you understand and acknowledge is being made available during active development, earlier than normal access, and therefore may contain software bugs, instability, insecurity, or other problems, including but not limited to consuming greater quantities of Promotional Credits than estimated/anticipated in order to execute a particular task, process, activity, program, computation, or other action. You agree to hold any Early Access software service provider harmless for any software issues, harms, or losses resulting from your use of the services.

1.5. Promotional Credits you receive are personal to you. RChain does not support the listing of Promotional Credits on third party cryptocurrency exchanges. Additionally, Promotional Credits may not be used in any way in connection with any derivative, future, fund, share, dividend, profit distribution, or any other type of investment or security, however described or labeled. You also agree not to purchase or otherwise receive or acquire any type of derivative, future, fund, share, dividend, profit distribution, or any other type of investment or security based upon or in connection with Promotional Credits. Promotional Credits have no intrinsic value, are not redeemable for cash, have no cash value, and serve merely as a means to provide an incentive to use our services. Promotional Credits may not be purchased for cash.

1.6. Promotional Credits are void in the event of fraud, misuse, or violation of any terms of these Terms and Conditions, or if sold for cash. In addition to any other legal relief available to us, you agree to reimburse us for the amount of any Promotional Credits you use in violation of these Terms and Conditions.

1.7. Promotional Credits may not be used (and you are ineligible to receive any Promotional Credits) for or on behalf of the U.S. federal government or any other governmental entity.

1.8 Promotional Credits may not be used or received if the manner in which they are used or received is inconsistent in any way with applicable laws. Coupons are void where prohibited.

1.9. Promotional Credits may not be used in conjunction with any other promotional or incentive offer.

1.10. Promotional Credits may be used only for fees and charges for Eligible Services, and will not be applied against any sales, use, gross receipts, or similar transaction-based taxes that may be applicable. For any Eligible Services offers which may involve a minimum purchase price, shipping and handling, or certain inapplicable services or charges, Promotional Credits will be applied according the terms of the service being offered.

1.11. You may not issue any press release or make any other public disclosure regarding Promotional Credits without our prior written consent. In addition, you agree not to misrepresent or embellish the relationship between us and you. For example, you agree not to imply that we support, sponsor, or endorse you unless you have our prior written permission to do so.

1.12. Promotional Credits are valid for a limited time only and expire on December 31, 2018. Failure to use Promotional Credits to receive Eligible Services before such expiration date will result in the forfeiture of Promotional Credits. We reserve the right to

modify or withdraw this promotional offer or cancel Promotional Credits at any time. No refunds will be granted for any expired or cancelled Promotional Credits.

1.13 Notwithstanding the above provisions, RChain Cooperative reserves the exclusive right to give away any amount of Promotional Credits for the purpose of promoting our services to anyone, at any time, for any reason, as RChain Cooperative may in the future decide to implement further promotion efforts by providing additional Promotional Credits to others.

1.14 Forum. This Agreement shall be governed in all respects by the laws of the State of Washington. You agree that any dispute you may have will be resolved by a court located in King County, Washington, except as otherwise agreed. You agree to submit to the personal jurisdiction of the courts located within King County, Washington, for the purpose of litigating any claims or disputes.

1.15 Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this Agreement. This Agreement may only be amended by a written document duly executed by the parties.

1.16 DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE PROMOTIONAL CREDITS, IS AT YOUR SOLE RISK, AND YOU SHALL HOLD RCHAIN COOPERATIVE HARMLESS. UPON A REQUEST TO REDEEM TOKENS, PROMOTIONAL CREDITS ARE SENT TO YOU WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

1.17 LIMITATION OF LIABILITY. RCHAIN COOPERATIVE, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING

FROM OR INDIRECTLY RELATED TO THE USE OF, THE INABILITY TO USE, THE PROMOTIONAL CREDITS, TO THE FULLEST EXTENT AUTHORIZED UNDER APPLICABLE LAW. IN NO EVENT SHALL THE TOTAL LIABILITY OF RCHAIN FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE PROMOTIONAL CREDITS, EXCEED IN THE AGGREGATE THE FAIR MARKET VALUE OF THE CONSIDERATION GIVEN TO RECEIVE THE PROMOTIONAL CREDITS, AT THE TIME THE PROMOTIONAL CREDITS WERE RECEIVED.