0Xcert

GENERAL TERMS AND CONDITIONS

for users acquiring 0Xcert Tokens

June 2018

READ THESE TERMS AND CONDITIONS (**"Terms"**) CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT https://0xcert.org (**"Website"**) AND SERVICES 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 SERVICES. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT.

0Xcert d.o.o. (**"0Xcert"**) 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 ON THE WEBSITE. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS.

THESE TERMS SHALL GOVERN THE SALE OF 0Xcert TOKENS. 0Xcert TOKENS ARE CRYPTOGRAPHIC TOKENS, BASED ON ETHEREUM BLOCKCHAIN NETWORK, WHICH GIVE USERS ACCESS TO A NUMBER OF UTILITY FUNCTIONS WITHIN THE 0Xcert PROTOCOL, SUCH AS ABILITY TO CARRY TRUSTLESS PROOF OF DIGITAL ASSET EXISTENCE AND OWNERSHIP. IT IS ENVISAGED THAT A NUMBER OF DISTRIBUTED APPS WILL BE DEVELOPED ON TOP OF THE 0Xcert PROTOCOL, AND 0Xcert TOKEN MAY BE REQUIRED FOR THEIR USE.

0Xcert TOKENS DO NOT PRESENT ANY SHAREHOLDERS RIGHT IN 0Xcert, NAMELY THE TOKENS DO NOT PRESENT SHARES IN 0Xcert, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, ISSUED BY 0Xcert IS NOT ENTITLED TO ANY FORM OF PROFIT, DIVIDEND OR OTHER REVENUE RIGHT, OR VOTING RIGHT IN THE SHAREHOLDERS' MATTERS. 0Xcert TOKEN DOES NOT PRESENT A MONETARY CLAIM AGAINST 0Xcert AND DOES NOT GENERATE ANY FORM OF PASSIVE INCOME RIGHT. CONSEQEUNTLY YOU HEREBY AGREE AND UNDERSTAND THAT YOU DO NOT EXPECT ANY PROFITS DERIVED FROM THE PURCHASE OF 0Xcert TOKENS, BASED ON THE WORK OF 0Xcert.

YOU EXPLICITLY CONFIRM THAT YOU ARE AWARE THAT ACQUISITION OF 0Xcert TOKENS DO NOT GRANT YOU A RIGHT TO REQUEST PAYMENT OF ANY KIND, BUT MERELY A RIGHT TO USE THE TOKENS WITHIN THE APPS ON 0Xcert PROTOCOL, AS IT IS DEFINED IN THE WHITEPAPER AND THESE TERMS. YOU EXPLICITLY CONFIRM THAT YOU ARE AWARE OF A POTENTIAL RISK THAT 0Xcert TOKENS LOSE THEIR FUNCTIONAL AND/OR MONETARY VALUE ENTIRELY AND YOU CONFIRM THAT YOU

ARE ACQUIRING 0Xcert TOKENS FOR PERSONAL USE AND NOT FOR INVESTMENT OR SPECULATIVE REASONS. YOU CONFIRM THAT POTENTIAL LOSS OF VALUE OF THE TOKENS YOU ARE BUYING WILL NOT PRESENT FINANCIAL HARDSHIP TO YOU.

0Xcert CRYPTOGRAPHIC TOKENS ARE AVAILABLE TO USERS IN EXCHANGE FOR ETHER AND 0Xcert DOES IN NO WAY AND WILL ALSO NOT IN THE FUTURE PROVIDE EXCHANGE OF 0Xcert CRYPTOGRAPHIC TOKENS FOR FIAT CURRENCY OR FOR OTHER VIRTUAL CURRENCIES. 0Xcert ALSO DOES NOT PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE TOKENS.

THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY 0Xcert, DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SECURITIES IN 0Xcert. BECAUSE TOKENS ARE NOT SECURITIES, 0Xcert IS NOT MONITORED BY ANY SECURITIES REGULATOR AND THE TERMS OF SALE HAVE NOT BEEN APPROVED BY ANY SUCH REGULATOR. NONE OF THE INFORMATION OR ANALYSES PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND 0Xcert SERVICES AND THE WEBSITE ARE NOT, DO NOT OFFER AND SHALL NOT BE CONSTRUED AS INVESTMENT OR INVESTMENT ADVICE OR FINANCIAL PRODUCTS. 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. NO STATEMENTS MADE HEREIN SHALL BE INTERPRETED AS A FORWARDING LOOKING STATEMENTS REGARDING 0Xcert TOKEN VALUE.

0Xcert ALSO EXPLICITLY WARNS YOU AND YOU EXPLICITLY AGREE THAT THAT WITHDRAWAL OF THE TOKENS UPON THEIR PURCHASE IS CONDITIONAL TO EACH USER PASSING THE IDENTIFICATION PROCESS (KNOW YOUR CUSTOMER) AND THAT WITHDRAWAL OF THE 0Xcert TOKENS WILL NOT BE POSSIBLE UNTIL EACH USER COMPLETES THE IDENTIFICATION PROCESS.

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN UNITED STATES OF AMERICA, NEW ZEALAND, OR PEOPLE'S REPUBLIC OF CHINA, SHALL NOT USE THE WEBSITE OR ACQUIRE OR USE 0Xcert TOKENS AND SHALL LEAVE THIS WEBSITE IMMEDIATELY, OTHERWISE THIS PERSON ASSUMES ALL THE RESPONSIBILITY AND LIABILITY ARISING FROM THE CONTINUED USE OF THIS WEBSITE AND/OR 0Xcert TOKENS AND SHALL INDEMNIFY 0Xcert FOR ANY DAMAGES ARISING OUT IF THIS.

0Xcert TO THE EXTENT PERMITTED BY LAW EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS, PURE FINANCIAL LOSS, LOSS OF PROFITS 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 THE 0XCERT TOKENS.

1.   **TERMS**

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

(a)   **"0Xcert"** is 0Xcert d.o.o., a limited liability company incorporated in the Republic of Slovenia, European Union, for indefinite time in accordance with the laws of Slovenia, for the purpose of developing 0Xcert Protocol and providing services, set out in the Whitepaper.

(b)   **"AML"** means anti-money laundering and refers to a set of rules, prescribed by law or self-defined by 0Xcert, regarding reducing the risks of money laundering.

(c)   **"Consumer Rights Directive"** means the Directive 2011/83/EU of the European Parliament and of the Council of 25th October 2001.

(d)   **"ETH"** or **"Ether"** shall mean value token of the Ethereum blockchain called "ether".

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

(f)   **"EU"** shall mean the European Union.

(g)   **"Fixed ZXC Price"** shall equal 1 ETH for 10.000 (then thousand) ZXC token.

(h)   **"Founders"** shall mean Mr Kristijan   Sedlak   and   Mr   Jure   Zih, and any other person, designated as such by the two stated individuals.

(i)   **"KYC"** means "know your client", and it represent a process of identification and verification of the identification data of particular User.

(j)   **"Long Stop Date"** shall have the meaning, set out in paragraph 4.15.

(k)   **"Main Sale"** is a part of the overall process of distribution of ZXC tokens, as defined in paragraph 4.10.

(l)   **"Maximum Cap"** shall have the meaning, set out in paragraph 4.114.10(a).

(m)   **"Minimum Threshold"** shall have the meaning, set out in paragraph 4.12.

(n)   **"Private Presale"** is a part of the overall process of distribution of ZXC tokens, as defined in paragraph 4.9.

(o) **"Project"** shall have the meaning, set out in section 2.

(p) **"Protocol"** shall have the meaning, set out in paragraph 2.1.

(q) **"Restricted Areas"** shall have the meaning, set out in 6.1.

(r) **"Retained 0Xcert IP"** shall have the meaning, set out in paragraph 13.1.

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

(t) **"Third-party Wallet"** is a solution, enabling users to store their Digital Assets and ZXC tokens.

(u) **"Total ZXC Number"** shall have the meaning, set out in paragraph 4.6.

(v) **"User"** means any entity, individual or legal person, participating in the purchase of ZXC tokens in accordance with these terms.

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

(x) **"Website"** shall mean http://0Xcert.org.

(y) **"White Paper" or "Whitepaper"** shall mean a document, called White Paper or Light Paper, published in the Website, or any other document created by 0Xcert, describing the envisaged features and operability of the Protocol, Project and ZXC token.

(z) **"ZXC"** means 0Xcert Token.

2. THE PROJECT

2.1 0Xcert has been established for the development of the 0Xcert protocol and the distributed application(s) (dApp(s)) as technical solutions that allows for trust-less verification of any kind of digital asset (xcerts) existence and related ownership (**"Protocol"**).

2.2 The Protocol acts as an open source, permission-less protocol for validating existence, authenticity and ownership of digital assets on the blockchain called "**xcerts**". It acts as a mediator between parties involved in certification process within a framework with a set of on-chain and off-chain rules for managing *xcerts*. It is a pluggable settlement with an advanced integration layer for different dApps and relay applications, such as 0Xcert Explorer dApp, which enables a live view of the 0Xcert network, together with interfaces for interacting with protocol.

2.3 With the first release of the Protocol, the source code will be licensed under a chosen open source license.

2.4 The Project does not encompass and 0Xcert is not provider of:

<ol type="a" start="1">
(a)   exchange services between virtual currencies and fiat currencies,
(b)   wallet or custodial services of credentials necessary to access virtual currencies.

2.5   The Protocol has been developed and is existing in a basic functioning state as of Long Stop Date. Users understand and accept that the Protocol will be subject to substantial further development works, and more functionality will be added. User understands and accepts that an upgrade of the Protocol and/or ZXC tokens may be required and that, if User decides not to participate in such upgrade, he may no longer use his ZXC tokens and that non-upgraded ZXC tokens may lose their functionality in full.

3.   ZXC TOKEN STRUCTURE AND PERTAINING HOLDERS' RIGHTS

3.1   ZXC token will be ERC-20 standard compatible Ethereum token with a number of use cases. ZXC token is an integral part of the Protocol (dApps). The ZXC token has the following features:

<ol type="a">
(a)   payment utility for dApps, developed by 0xcert, that operate on the Protocol,
(b)   staking ZXC token as guarantee of seriousness or correctness,
(c)   bidding ZXC token for accessing the services and certification proofs, developed by 0xcert,
(d)   granting access to features of the Protocol, developed or deployed by 0xcert.

3.2   ZXC token is in particular important as fuel to the Protocol. The ZXC token is a protocol token and is introduced to align issuing parties with dapps and the community.

3.3   ZXC carries no rights, express or implied, other than those, set out herein. In particular, ZXC holders shall not have any influence in the development or governance of 0Xcert, and ZXC tokens do 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 0Xcert. Users understand that by acquiring ZXC tokens they have no shareholding rights, monetary claims, interest or any other right in 0Xcert and its governance.

3.4   0Xcert gives no warranties that ZXC tokens will be exchangeable on crypto exchanges.

3.5   You explicitly agree and understand that the features of the Project, the Protocol and the ZXC token, described herein, might not be all implemented in the end due to unforeseeable circumstances. The Protocol and ZXC token

do not depend only on the 0Xcert development, but also on the involvement and activities of the community members. The technologies, being used for the development of the Project, are developing at a fast pace and there are novelties being introduced constantly. Consequently, the end Protocol and ZXC token might be different in functionality, nature and structure, which you explicitly agree to and you confirm that you understand that the features described herein are only for the purpose of exemplifying.

3.6   The Protocol and the ZXC token are designed to be blockchain agnostic, which means that at one point they might run on a non-Ethereum blockchain. If such migration happens, you explicitly agree with your ZXC tokens being replaced for an equal token, powered by a different blockchain technology. If you will not cooperate in such replacement, your existing token might lose functionality.

4.   0XCERT TOKEN (ZXC) DISTRIBUTION

4.1   You may acquire ZXC tokens by purchasing them from 0Xcert in exchange for payment in Ether.

4.2   You understand and accept that the purchase is executed by sending a chosen amount of ETH into a smart contract system on Ethereum and receiving ZXC tokens in exchange in accordance with the terms set herein. ZXC token smart contract address will be published in due time prior to ZXC distribution. Users, wishing to acquire ZXC tokens, will be obliged to send Ether for acquisition of ZXC tokens from an Ethereum address wallet, for which they control the private key, whereas such address shall not belong to a Digital Assets exchange. Users will receive their ZXC tokens to the same address, from where they sent Ether.

4.3   Failure to follow the instructions on the Website may limit, delay, or prevent a user from buying the ZXC tokens.

4.4   0Xcert reserves a right to emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of 0Xcert and shall only be used in limited situations, such as, but not limited to: i) serious security issue detected, ii) serious network performance issue, depriving all users of equal treatment, iii) any type of material attack on the Website, ZXC tokens or Ethereum network.

4.5   The funds received from the distribution of ZXC tokens will belong to 0Xcert and will be used exclusively for the development and running of the Project, as defined above.

4.6   The number of generated ZXC tokens shall be 500.000.000 (five hundred million) (**"Total ZXC Number"**).

4.7 The ZXC tokens will be distributed in the following manner:

(a) 27% of Total ZXC Number shall belong to 0Xcert for its future use,

(b) up to 2% of Total ZXC Number shall be rewarded to supports of 0Xcert as bounties,

(c) up to 6% of Total ZXC Number may be awarded to the Advisors, Employees and partners for their work prior and post-sale of ZXC tokens, and if not used shall belong to 0Xcert for its future use,

(d) up to 15% of the Total ZXC Number may be awarded to the Founders and other team members, discretionally chosen by us, for their work prior and post-sale of ZXC tokens, and if not awarded shall belong to 0Xcert for its future use,

(e) up to 27% of the Total ZXC Number shall be offered for sale in the Private Presale,

(f) 23% of the Total ZXC Number shall be offered for sale in the Main Sale, increase for all tokens, which were offered for sale in the Private Presale, but not sold.

4.8 Token distribution is conducted in two stages:

(a) **Private Presale**, as defined in paragraph 4.9,

(b) **Main Sale**, as defined in paragraph 4.10.

4.9 Private Presale

(a) The Private Presale has been executed in three stages:

(i) In early stage up to 3% of Total ZXC Number has been sold for a Fixed ZXC Price with a bonus of up to 40%,

(ii) In private presale, taking place up until 20th June 2018, up to 24% of Total ZXC Number has been sold for a Fixed ZXC Price, with a bonus of between 15% and 20%,

4.10 Main Sale

(a) Main Sale will take place in two stages. The conditions to participate in each of them will be in details published on the Website, such as the time of commencement and end, the minimum purchase amount and similar.

(b) The price for ZXC token during Main Sale shall be Fixed ZXC Price, with a bonus of up to 10%, whereas during the Main Sale the discount will be gradually lowered in accordance with the schedule, published on the Website.

(c) Starting date and ending date for the Main Sale will be set by 0Xcert discretionally and will most likely take place in or around

June and July 2018. The starting date for the Main Sale will be announced in the Website in due time prior to the Main Sale.

4.11   A maximum of 250.000.000 (two hundred fifty million) ZXC tokens will be sold during Private Presale and Main Sale (**"Maximum Cap"**).

4.12   If less than 5.000 (five thousand) ETH worth of ZXC tokens will be sold in Private Presale and the Main Sale, by the end of the Main Sale **("Minimum Threshold")**, the Main Sale is deemed unsuccessful, and consequently:

(a)   the proceeds of ZXC tokens sale from the Main Sale, reduced for the Ethereum blockchain transaction fees, will be returned to the originating wallet addresses of the Users within three (3) business days, and

(b)   the proceeds of ZXC tokens sale from the Private Presale, shall be dealt with in accordance with the contracts, signed individually with individual buyers.

4.13   0Xcert reserves a right to change the dates, set out in the previous paragraphs 4.9 and 4.10 at any given time due to technical or organisational reasons, without any duty to provide explanation to the Users or the public. Any such changes will be published on the Website. Detailed dates, together with hours and time zones, will be published on the Website.

4.14   The transfer and vesting of the ZXC tokens to their beneficiaries will be executed as follows:

(a)   All Users, who have paid Ether to 0Xcert in accordance with paragraphs 4.9 and 4.10 and their subparagraphs, will receive their ZXC tokens the latest within seven (7) days after the end of the Main Sale. Tokens will be transferred to Ethereum addresses, from where the Users sent their Ether contributions.

(b)   After the end of the Private Presale, the Users will not receive their ZXC tokens, but the balance of contributed Ether will be recorded and evidenced until distribution in accordance with the previous indent.

(c)   The Users will only be entitled to receive their respective ZXC tokens after they complete the know your customer process, namely after they provide the required personal data in accordance with these Terms. You hereby explicitly acknowledge and agree that you will not receive ZXC tokens if you do not finish the know your customer process even if you have in fact contributed Ether to the 0Xcert smart contract, and such purchases should be reimbursable in the amount of your contribution, reduced for

Ethereum network transaction fees, if know your customer process is not completed.

    (d)   ZXC Tokens, paid to the Founders are locked up for a period of 6 months, starting from the end date of Main Sale, and then every three months 12,5% of the tokens are released.

    (e)   ZXC Tokens, paid to the team members are released in tranches, whereas 20% are released after the end of Main Sale, and then then every three months 15% of the tokens are released.

    (f)   ZXC Tokens, paid to the advisors are released in tranches, whereas 20% are released after the end of Main Sale, and then then every three months 40% of the tokens are released.

4.15   If the Main Sale is not executed due to Minimum Threshold reached prior to commencement of the Main Sale, then the Users, participating in the Private Presale, shall receive their ZXC tokens by 31st December 2018 the latest ("**Long Stop Date**"). If it becomes obvious, that the Main Sale will not be executed before reaching the Long Stop Date, then immediately such fact becomes obvious, the ZXC tokens shall be allocated to the entitled Users.

4.16   Logs of all ZXC purchases shall be publicly accessible on the Ethereum blockchain, which will be easily monitored using websites like etherscan.io. ZXC tokens, purchased in the Private Presale, might not be recorded on Ethereum blockchain until the end of Main Sale

4.17   Distribution of ZXC tokens will be executed only through the Website. No third-party website or a different provider is allowed and has been in any way supported, endorsed or authorized by 0Xcert and have no relationship in any way with 0Xcert. 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 (0Xcert.org). 0Xcert may partner with third party service provider to enable easier acquisition of ZXC tokens with digital assets other than Ether.

4.18   Tokens, devoted for Private Sale and Main Sale, which will not be sold, will be burned.

4.19   All contributions to 0Xcert in exchange for ZXC tokens are final and non-refundable subject to paragraphs 4.12 and 4.14(c) of these Terms. By participating in the ZXC token distribution, you acknowledge that 0Xcert 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. 0Xcert will not reimburse the users in the event the Protocol does not operate on a permanent basis or does not offer the exactly equivalent services and features described in the White Paper. You also do not have a right of

withdrawal from the purchase of ZXC tokens under the Consumer Rights Directive due to exemption set out in Article 16, indents b and m of the Consumer Rights Directive.

5. RISKS

5.1 You understand that Digital Assets, ZXC, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of 0Xcert exclusive control and adverse changes in market forces or the technology, broadly construed, will excuse 0Xcert's performance under these Terms.

5.2 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 ZXC tokens and other relevant technologies mentioned herein.

(a) **Legal risks**

There is a risk that in some jurisdictions the ZXC tokens and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future, or they might be considered some other type of regulated instrument. 0Xcert does not give warranties or guarantees that ZXC tokens are not regulated in all jurisdictions. 0Xcert has diligently, to the best of its knowledge, already prohibited purchasing of ZXC tokens by individuals and entities from jurisdictions, where legal uncertainties regarding sale and usage of cryptographic tokens are unreasonably high (see section 6 of these Terms). 0Xcert is an EU based company and is fully compliant with applicable EU regulation and regulation of the Republic of Slovenia, where 0Xcert is incorporated. Regardless of that, each User of ZXC tokens shall bear its own legal or financial consequences of ZXC tokens being considered a regulated instrument in their respective jurisdiction.

Every User is bound to check if acquisition and disposal of ZXC tokens is legal in its jurisdiction, and by accepting these Terms each User undertakes not to use ZXC 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 0Xcert to provide ZXC tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree of certainty that ZXC tokens are not legal in certain jurisdiction, 0Xcert will either a) cease operations in that jurisdiction, or b) adjust ZXC tokens in a way to comply with the regulation should that be possible and viable.

(b) **Risks associated with Ethereum**

ZXC tokens are based on Ethereum. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the ZXC 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 ZXC tokens, and also other ways. More information about the Ethereum is available at http://www.ethereum.org

(c) **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 ZXC 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.

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

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

(e) **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, ZXC tokens, which could result in the theft or loss of ZXC tokens.

(f) **Risk of mining attacks**

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for the ZXC 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 ZXC tokens, expected proper execution and sequencing of ZXC tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of 0Xcert 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 ZXC tokens interact with and consequently the ZXC tokens may be impacted also in that way to the extent, described above.

(g) **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 ZXC 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 0Xcert does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, 0Xcert will not enable exchange of ZXC tokens for other cryptographic tokens or for fiat currency. User may not at any given time be able to acquire or dispose of its ZXC tokens due to lack of liquidity.

(h) **Risk of loss of value**

Even though ZXC tokens are not financial instruments, they might be awarded certain monetary value by the users and the markets. 0Xcert hives no warranty in respect of ZXC token value and warns the Users that value of ZXC tokens may fluctuate and that ZXC tokens may also lose their value entirely. There might be different reasons that would cause unfavourable fluctuations of the value of the ZXC tokens.

(i) **Risk of uninsured losses**

ZXC tokens are entirely uninsured.

(j) **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 ZXC tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of ZXC tokens

(k) **Internet transmission risks**

You acknowledge that there are risks associated with using the ZXC tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that 0Xcert shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and ZXC tokens, howsoever caused.

(l) **Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that 0Xcert cannot foresee and it is unreasonable to believe that

such risks could have been foreseeable. Risks may further materialize as unanticipated.

(m) **Insufficient interest in 0Xcert and ZXC tokens**

It is possible that 0Xcert or ZXC tokens will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact further development of 0Xcert.

(a) **Unforeseeable events**

0Xcert shall not be liable for any loss, damage or other form of loss resulting from force majeure.

Force majeure shall be unforeseen and unexpected event that occurs independently of the will of the contracting parties and which the contracting parties could not foresee when entering into a contract.

(b) **No additional apps might be developed on the 0Xcert protocol**

0Xcert will be launching the protocol level solution and one distributed application, intended to certify the existence and authenticity of degrees. However, the Protocol is developed in a way that also other developers will develop additional distributed application. 0Xcert makes no warranties whatsoever that third party developers will develop additional applications on 0Xcert protocol. Your expectations regarding the form and functionality of upcoming applications on the Protocol and consequential use cases of ZXC tokens may not be met.

(c) **Risk of non-compliance with privacy regulation**

As of issuing these Terms, all aspects of effects of privacy regulation are not yet clear, and privacy regulation might substantially differ in different jurisdictions across the world. Some envisaged features of the Project might not be by itself compliant with the applicable regulation and will need to be adjusted, modified or omitted.

5.3   The ZXC 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 ZXC tokens, including any warranty that the ZXC 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.

6. ELIGIBILITY

6.1 The Website, Protocol and ZXC tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in the following countries: i) the United States of America, ii) New Zealand, iii) People's Republic of China **("Restricted Areas").**

6.2 Natural and legal persons with their habitual residence or seat of incorporation in the Restricted Areas shall not buy the ZXC tokens. None of the activities of 0Xcert take place in the Restricted Areas.

6.3 0Xcert reserves its right to decide in its own discretion to adopt reasonable organisational and technical measures to assure that the Website and ZXC tokens are not available to persons from paragraph 6.1. Due to the ZXC tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) 0Xcert and users understand that there is a possibility that there might be a certain *"flow back"* of ZXC tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. 0Xcert consequently explicitly prohibits persons from paragraph 6.1. from using the ZXC tokens. 0Xcert shall not be held liable for any legal or monetary consequence arising of such use. Such persons using ZXC tokens despite the prohibition shall on first request indemnify and hold harmless 0Xcert from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 6.3. Any person, matching the criteria from paragraph 6.1., shall immediately stop using ZXC tokens and leave the Website.

6.4 If you are registering to use 0Xcert 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.

6.5 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 accept these Terms 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 ZXC 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 Ether (ETH) from a Wallet or Wallet service provider that technically supports the ZXC token,

(i)   you are not obtaining ZXC tokens for the purpose of speculative investment,

(j)   you are not purchasing ZXC tokens with Ether, which directly or indirectly resulted from, or was previously used for any illicit activity of any kind, including money laundering activities.

7. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

7.1   The ZXC tokens are unregulated and present a *sui generis* legal instrument, and their operation is governed by these Terms and basic principles and rules of the Code of Obligations. 0Xcert is closely following changes of the legislation in the most relevant jurisdictions in the world, in particular in the EU and Republic of Slovenia, and undertakes to act accordingly if regulatory changes impact operations of ZXC tokens and Protocol. 0Xcert is not a financial institution and is currently not under supervision of any financial supervisory authority. 0Xcert does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This ZXC token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

7.2   This document or any other document, produced and signed by 0Xcert, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

7.3   None of the information or analyses presented are intended to form the basis for any decision, and no specific recommendations are intended, and 0Xcert services and the Website are not, do not offer and shall not be construed as investment or financial products.

8.   LIABILITY

8.1   To the fullest extent permitted by law, 0Xcert and its affiliates and their respective officers, employees or agents will in regard to the Website, Protocol, ZXC tokens and its distribution not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, indirect, consequential, incidental, special or indirect damages (including but not limited to loss of revenues, loss of profits, trading losses or damages that result from use or loss of use of this Website, Protocol and ZXC tokens), even if 0Xcert has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of ZXC tokens, the Website or the Protocol. In no event will the aggregate liability of 0Xcert and its affiliates, either in contract, warranty, tort or other theory, exceed the amount you pay for ZXC tokens.

8.2   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 Website, Protocol or ZXC tokens, including without limitation as a result of any termination or suspension of the Ethereum network or these Terms, 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 these Terms or your use of or access to the Website, Protocol and ZXC 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, Protocol and ZXC tokens.

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

8.4   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 these Terms or your use of the Website, Protocol and ZXC 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.

8.5   The information, software, products, and services included in or available through the Website and Protocol may include inaccuracies or

typographical errors. Changes are periodically added to the information herein. 0Xcert and/or its suppliers may make improvements and/or changes in the Website and Protocol at any time. 0Xcert makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, Protocol, ZXC 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, Protocol and ZXC tokens, all such information, software, products, services and related graphics are provided *"as is"* without warranty or condition of any kind. 0Xcert hereby disclaims all warranties and conditions with regard to the Website, Protocol, ZXC 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.

8.6   You warrant to 0Xcert that you will not use the Website, the Protocol or the ZXC tokens for any purpose, which is unlawful or prohibited by these Terms. You may not use Protocol or ZXC tokens in any manner that could damage, disable, overburden, or impair Protocol, ZXC tokens or the Website.

9.   CONSUMER PROTECTION

9.1   0Xcert expressly informs you that there is no right to withdrawal in relation to these Terms, neither statutory nor contractual. Articles 9 – 15 of the Consumer Rights Directive (Directive 2011/83/EU) as implemented by Article 43.č of the Slovenian Consumer Protection Act (Zakon o varstvu potrošnikov) on distance and off-premises sales provide for the right of a consumer to withdraw from distance or off-premises contract. The distribution of ZXC tokens, however, is excepted from this right of withdrawal since it concerns the supply of goods (XCY token) for which the price is dependent on fluctuations in the financial markets ('vin en primeur') which cannot be controlled by 0Xcert and which may occur within the withdrawal period (Article 16(b) of the Consumer Rights Directive; Article 43.č/5(1) of the Slovenian Consumer Protection Act).

9.2   Additionally, the exception in the Article 16(m) of the Consumer Rights Directive and Article 43.č/5(13) of the Slovenian Consumer Protection Act applies, since distribution of ZXC tokens concerns the supply of digital content in the sense of the Directive which is not supplied on a tangible medium and prior express consent and acknowledgment must be made that the right of withdrawal is lost when participating in distribution of ZXC tokens.

10.   PRIVACY AND USER IDENTIFICATION

10.1   We refer you to our Privacy Policy and Cookie Policy, both published on the Website.

11.   ANTI-MONEY LAUNDERING AND KNOW YOUR CLIENT PROCESS

11.1   We may most likely be required to obtain certain information about you in order to distribute ZXC tokens to you. If you do not provide the information requested by us, then we may be unable to distribute ZXC tokens to you.

11.2   0Xcert reserves a right to change the anti-money laundering (**"AML"**) and know your client (**"KYC"**) discretionally without any explanation, and that AML/KYC procedure might be adjusted on per case bases.

11.3   You understand and accept, that you are not entitled to receive ZXC tokens without completing the KYC procedure, and that we may refuse to deliver ZXC tokens even if you have contributed a correct amount of Ether in accordance with these Terms, and that we may in such case, if risk of money laundering and terrorist financing is present, also refuse to reimburse you the contributed Ether.

11.4   0Xcert reserves its right to reject your identification application if you are unable to provide the information in accordance with these Terms. We will store your data in accordance with regulations of the Republic of Slovenia and the European Union. Any personal data collected will be used solely for the purpose and as part of the contribution process to satisfy the compliance requirements of business banks.

11.5   0Xcert has established its mechanism to fight money laundering and financing of illicit activities by:

     (a)   identifying and verifying the identification of its users,

     (b)   establishing technical mechanisms for monitoring of the source of Digital Assets, contributed to 0Xcert,

     (c)   monitoring Users' activities and ZXC token transactions,

             whereas 0Xcert reserves its right to execute KYC process by itself or through third party provider.

11.6   0Xcert would in principle collect from the Users:

     (a)   name,

     (b)   residence address,

     (c)   e-mail address,

     (d)   tax id,

(e)   mobile number,

(f)   place of birth and date of birth,

(g)   scans of personal documents,

(h)   recordings of video-calls,

(i)   in cases where User is a legal entity, also court registry excerpt and information on ultimate beneficial owner,

(j)   in case of doubt in authenticity of the provided information, additional verification measures decided on per case basis.

12.   TAXES

12.1   All your factual and potential tax obligations are your concern and 0Xcert 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 upon such request with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

13.   INTELLECTUAL PROPERTY

13.1   We (0Xcert), subject to the provision set out in paragraph 2.3, retain all right, title and interest in all of our brand names, graphics, user interface design, text, logos, images information, source code and data (***"Retained 0Xcert 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 Retained 0Xcert IP for any reason, except with our express, prior, written consent.

13.2   These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights over Retained

0Xcert IP being subject to any open source license, unless it is explicitly defined so in these Terms, namely in paragraph 2.3.

13.3   Retained 0Xcert IP is the property of 0Xcert and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights.

13.4   0Xcert undertakes to licence part of its works, namely the protocol level of the Product, under an open source licence, discretionally chosen by 0Xcert, when 0Xcert establishes, that the works are suitable for such licencing.

14.   NOTICES

14.1   We may provide any notice to you under this these Terms 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.

14.2   To give us notice under these terms, you must contact us by email to legal@0Xcert.org. 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.

14.3   All communications and notices to be made or given pursuant to these Terms must be in the English language.

15.   MISCELLANEOUS

15.1   Materials, such as Whitepaper, Development Road Map 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.

15.2   We do not permit individuals under the age of 18 to register with our Website and use our products. 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.

15.3   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, labour

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.

15.4   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.

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

15.6   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.

15.7   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.

15.8   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.

15.9   Any dispute, controversy or claim arising out of or in connection with this contract, including the breach, termination or validity thereof, shall be finally settled by competent court in Ljubljana, Slovenia.

15.10 You may, should you wish to, request such a dispute to be settled, instead by a court in accordance with paragraph 15.9, by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia. Should you choose the dispute to be settled by arbitration, the Arbitral Tribunal shall be composed of three arbitrators; the seat of the arbitration shall be Ljubljana, Slovenia; the language to be used in the arbitral proceedings shall be English.

15.11 The governing law of these Terms shall be the substantive law of Slovenia.

15.12   Prior to filing any claims in accordance with paragraph 15.9 or 15.10, you undertake to file such claim or request directly to 0Xcert via e-mail at address legal@0Xcert.org. You agree that you will not file any claims in accordance with paragraph 15.9 or 15.10 earlier than 30 days after sending such claim or request to 0Xcert in accordance with this paragraph 15.9. Any claim, filed with the arbitral tribunal or the court contrary to the rules set out in this paragraph 15.9, shall be rejected immediately by the tribunal or court as premature.

15.13   You also waive your right to participate in a class action suit or a class action arbitration against 0Xcert or any of its affiliates.

15.14   These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, The Protocol and ZXC tokens. 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.

15.15   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 0Xcert via e-mail and immediately navigate away from the Website and cease using Protocol.