DATARIUS TERMS AND CONDITIONS

This User Agreement is made between an individual and the Administration of the Datarius software product represented by Icrypto Sociedad Anonima and shall be the main regulatory document, which sets up the rules for interaction and cooperation between the Parties.

Terms and Definitions:

Icrypto Sociedad Anonima (iCrypto SA) – the Administration, represented by the company, registered at: San José, Costa Rica. Ofiplaza del Este, Edificio A, tercer piso., which owns the Datarius brand, as well as the Site, on the basis of private property rights and provides administrative, financial, technical support for the existence and operation of the Datarius software product and its Site.

Datarius (*hereinafter* – **Ecosystem)** – a decentralized voluntary credit union, which is built and functions on the Internet using peer-to-peer technology solutions, and provides its partners with the enhanced functionality, in accordance with the concept outlined in the business model of the service.

Site – the Datarius website on a domain name **http://datarius.io/**

Visitor – any natural person, having attained the age of majority, being competent to obtain civil rights by his/her own action and independently implement them, to create civil-law responsibilities for himself/herself, to independently fulfil those responsibilities and to bear liability for failure to fulfil them, who has visited the Site for informative purposes, but hasn't accepted a Public Offer.

Affiliate – any natural person, having attained the age of majority, being competent to obtain civil rights by his/her own action and independently implement them, to create civil-law responsibilities for himself/herself, to independently fulfil those responsibilities and to bear liability for failure to fulfil them, who has accepted the terms of this User Agreement. Each Affiliate is assigned with the respective function, which he/she chooses during the registration with a view to developing and establishing the Ecosystem.

Parties – the Administration, the Affiliates, the Visitors of the Site.

DTRC Token (*hereinafter* – **Token)** – the access key to the functionality of the Datarius Ecosystem, which is the only internal unit to develop and use the ecosystem services.

Whitepaper – a presentation document outlining the information about the business model, architecture, as well as a roadmap for the establishment and operation of the Ecosystem project, to general public.

Pre-sale – a stage of preliminary tokens transfer to Partners, implemented in accordance with the terms of the Ecosystem business model.

ITO (Initial Token Offering) – a campaign, expressed in terms of the primary generation and emission of tokens in order to build a project team, as well as to accumulate the financial basis necessary for the generation of the primary core of the system and its launch.

SoftCap – the minimum amount of Tokens transferred by the Administration to the Affiliates, whereby the ITO shall be deemed successful, and the Datarius project implementation will be guaranteed.

HardCap – an amount of Tokens transferred by the Administration to the Affiliates, at which the transfer of Tokens shall be ceased entirely.

Smart contract – a mechanism for automatic fulfillment of the Parties' will. It combines the set of intentions and obligations of the Parties expressed in digital form and executed by a decentralized electronic system.

Cryptocurrency – a digital currency, emitted, controlled and integrated by the decentralized cryptographic methods.

Fiat money – money with a face value established and guaranteed by the state.

AML/KYC – the identification policy for participants making payments in Fiat money, in order to prevent the legalization of illicit proceeds.

Public Offer – an offer, which the Administration addresses to a general public or to some specific persons, which is definite, detailed and expresses the intention of the offeror to be bound by the User Agreement entered into with the addressee, who accepts the offer.

Acceptance – the Affiliate's full acceptance of the terms of the Administration's Public Offer to enter into this User Agreement. The Public offer shall be deemed accepted in case a Visitor of the Site directly contacts the representatives of the Social Wave, the Administration on any matter, and the in case of actual use of the SoicalWave services, in the manner specified by the User Agreement.

User Agreement (*hereinafter* – **Agreement**) – a document that sets the general rules for visiting the Site, governs the status of the Parties, the order of the Service, as well as other significant terms and conditions for the Parties' cooperation.

1. General Terms

1.1. This Agreement determines the general rules governing visits and general behavior of the Parties during the Ecosystem Site usage. This Agreement governs also the terms of turnover of the tokens produced by the Ecosystem and the civil relations between the Parties as they interact.

1.2. This Agreement may be unilaterally amended by the Administration. The Administration is under no obligation to personally notify the Parties of such amendments. The new edition of the Agreement shall enter into force from the moment of its publication on the Site.

1.3. The terms and conditions hereof shall be invariably distributed and be binding upon all Parties as relevant.

1.4. In case of any disagreements with the provisions hereof (partially or fully), a person expressing such will shall not be entitled to use the Site, as well as the services and facilities, provided by the Site.

1.5. Affiliates who have started using the services of the Ecosystem Site shall be deemed to be familiar with and to fully accept the terms and conditions set forth in this Agreement.

2. Regulation of the Parties Interaction

2.1. In accordance with the terms and conditions set forth in this Agreement, the Administration offers general public to use the services listed in the information field of the Site.

2.2. The Administration provides services on the basis of entrepreneurial activity, in accordance with selected types of economic activity, on a fee-for-service basis.

2.3. A Visitor, willing to use the Ecosystem services, shall independently learn the information about the Ecosystem services and facilities on the Site.

2.4. The cost of services specified on the Site is indicative and shall be in force as of the date of publication of the relevant information on the Site. The final cost of services depends on a number of factors determined by the overall business concept of the Ecosystem services.

2.5. The Administration can provide the service of a short nonbinding advice on the use of the Ecosystem services. Such advice, provided by the Administration, is free of charge.

2.6. To obtain the service specified in clause 2.7. hereof, a Visitor shall personally send a request to the Administration, using the contacts specified in the relevant section hereof. At the same time, a Visitor shall briefly and clearly formulate his/her question, as well as leave contact information – E-mail, ID on Telegram Messenger, contact phone number.

2.7. The Administration shall be under no obligation to respond to the posted request and to answer it, in case this request is not clearly formulated, contain offensive information, as well as for other reasons, based on its innermost conviction.

2.8. The implementation of services and (or) opportunities offered by the Site does not provide Visitors and Affiliates with any exclusive rights, preferences and privileges, including ownership rights to the Site, software.

2.9. The Parties to this Agreement have agreed that the Administration is entitled to place ad units, banners, ads on any Site's areas, including the area, where the Affiliate publishes information, without obtaining the Affiliate's additional consent.

2.10. The information posted on the Site by the Administration is the intellectual property of the Administration. All property and personal non-property rights to such information, as well as software integrated into the Site field, belong to the Administration unless otherwise provided. Provided however that the Affiliate shall not have any exclusive rights to the intellectual property of the Administration expressed in graphic, text, audio and video and (or) other form.

2.11. The Administration shall be under no obligation to protect the Visitors and Affiliates against their rights abuses, in the context of settling disputes resulted from this, including, in the courts.

2.12. In case the Affiliate violates the copyrights of the Administration and (or) other persons, it shall be subject to penalties in accordance with the current legislation of the relevant jurisdiction.

2.13. In case of revealing the copyright violation by the Visitors and/or Affiliates through the illegal placement of materials that do not belong to the corresponding persons, the Administration shall withdraw such materials from free access on the first demand of their respectful owners.

2.14. In case of non-compliane with the terms related to the posting of information stipulated in the Agreement and failure to comply with the requirements of the Administration, including the withdrawal rules for such information, the Visitors and/or Affiliates shall be liable under the provisions of this Agreement and (or) the applicable laws of the relevant jurisdiction, international regulations. In such a case the Administration has the right to withdraw such information from free access in its absolute discretion.

2.15. The Administration shall not take responsibility for the consequences if the Affiliate visits third-party (external) resources, linked to from this Site. The consequences shall mean any result, regardless of its nature, as well as the one which cause any material losses, moral damage and other negative consequences to the Visitor or the Affiliate.

3. Registration and Getting Started with the Ecosystem Services.

3.1. A Visitor, willing to use the services and facilities of the Ecosystem, shall be subject to the registration and authorization on the Site.

3.2. The Affiliate's registration and authorization on the Site is made on a fee basis, in accordance with the rules set forth in this Agreement.

3.3. The business concept of the Ecosystem provides for a regular functional contribution of each of its participants. The functional contribution of the Ecosystem participants will promote the development and establishment of the Ecosystem business project.

Affiliate's Registration Procedure:
3.4. A Visitor, willing to become an Affiliate, shall at its own discretion visit and learn the information on the registration procedure on the Site.

3.5. The registration procedure is initiated and occurs when the Visitor clicks the "Get DTRC" button on the Site.

3.6. After clicking the "Get DTRC" button on the Site, the Visitor will be provided with a registration form to be filled in using only personal data.

3.7. To successfully complete the registration procedure, the Visitor undertakes to fill in the required field – e-mail and click on the "Sign in/Sign Up" button. As a result the Visitor will be added to the database of the Datarius Ecosystem potential Affiliates, as the Visitor will be notified by the message: "We have sent you an invitation link PLEASE CHECK YOUR EMAIL".

3.8. If necessary, the Administration can provide Visitors with advisory support on registration, authorization and other issues related to the Site functionality.

3.9. To receive the advisory support set forth in paragraph 3.8. hereof, the Visitor shall personally send a request for such a service through the means of communication specified in the relevant section of the Site.

3.10. The Administration is under no obligation to respond to the Visitors requests related to the advisory support, in case the Visitor's request violates the requirements set forth herein. Thus, the Administration is under no obligation to respond to requests and to provide answers, if this request does not contain a clear question (or description of the situation), contains offensive language and/or speech patterns, including against the Administration, third persons, as well as for other reasons, based on its innermost conviction.

Customer's Authorization Procedure:
3.11. Following the result of the Visitor's fulfillment of the instructions provided for in clauses 3.4. - 3.10. hereof, the Visitor will receive a message from the Administration to the e-mail address, specified by the Visitor in the registration form, containing the notification of the account registration, as well as a request to confirm that this e-mail address belongs to that particular Visitor.

3.12. The Visitor shall follow the instructions described in the message, as well as further instructions for the account authorization, or ignore them, thereby rejecting the authorization procedure.

3.13. To successfully complete the authorization procedure, the Visitor shall fill in personal data having logged in the Personal Account on the Site, after setting the personal Access Password. The Password setup form will be available upon the Visitor's e-mail address confirmation, through clicking on the corresponding link in the letter received from the Administration.
Having successfully logged in to the Personal Account, the Visitor undertakes to complete the registration form by entering personal data, and shall choose one of the functions offered by the Administration:

(a) Credit scoring development;
(b) Financial products development;
(c) Information products development.

After filling in all the required fields of the Authorization form, the Visitor agrees to have full knowledge of this Agreement and confirms this fact by putting the V mark in the corresponding field. Visitors who do not agree with the terms of this Agreement and/or have questions concerning this Agreement shall immediately terminate the Authorization procedure and contact the Administration.
By clicking the "Save" button, the Visitor confirms the fact that all forms have been correctly filled in and fully agrees with the terms and information described herein.
To generate personal access keys to the Dataruis Ecosystem, you shall select the method of payment for the Authorization service, copy the received details and make a payment with a chosen method.

3.14. Upon the Visitor's fulfillment of the Administration's instructions related to the Authorization procedure, the account shall be deemed authorized, and the Visitor shall asume a new legal status and become the Affiliate.

3.15. To complete the Authorization process and receive personal access keys to the Datarius Ecosystem after the authorization fee is paid, the Visitor shall undertake to enter his Ethereum address in the special field "Enter your Ethereum address" and press the "Save" button confirming the payment and his/her consent to receive free access keys.

4. Legal Status of the DTRC Token

4.1. The final number of DTRC tokens will be determined by the ITO round and will be equal to the total number of tokens emitted, based on the final allocation in accordance with the approved structure. The final number of DTRC tokens circulating within the Datarius ecosystem is entirely dependent on each participant at the ITO stage!

4.2. Until the fully operational protocol of the Datarius Ecosystem is publicly available on the Site, the DTRC tokens shall be provided by the Administration on the terms and conditions provided for in this Agreement. The provided DTRC tokens shall be the keys to access and manage the Affiliate's Personal Account in the Datarius system.

4.3. Until the conditions provided for in clause 4.2. hereof, DTRC tokens shall be provided to new System Affiliates for free. The provided DTRC tokens shall be the keys to access and manage the Affiliate's Personal Account. It is no allowed to transfer DTRC Tokens to third parties during the ITO.

4.4. The right to receive DTRC tokens for free shall be the exclusive right of the authorized Affiliates and shall not be granted to the Visitors. The exclusive right to receive DTRC tokens is restricted by the tems provided for in clause 4.2. hereof. After the above-mentioned events, DTRC tokens shall be no more provided for free.

4.5. Immediately upon the events specified in paragraph 4.2. hereof, DTRC tokens shall be provided to a new Affiliate on a fee basis. The DTRC tokens value is determined additionally. The Parties shall be notified about this by posting relevant information on the Site.

4.6. The Administration reserves the right to transfer DTRC tokens absolutely for free in terms of the Bonus Programs, Affiliate Programs and Project Support Programs. The terms and conditions of participation in these programs shall be published additionally on the Site.

4.7. Immediately upon the events specified in paragraph 4.2. hereof, DTRC tokens shall be provided to new Affiliates on a fee basis. The DTRC tokens value is determined additionally. The Parties shall be notified about this by posting relevant information on the Site.

5. ITO Road Map

5.1. The procedure of DTRC tokens distribution is determined solely by the provisions of this User Agreement and consists of the conditional stages:

Closed Round:

5.2. The date of the Closed Round – December 9, 2017.

5.3. During the Closed Round, 120,000 (one hundred and twenty) thousand DTRC tokens will be issued.

Pre-Sale Round:

5.5. It starts on December 12, 2017 at 12:12 UTC and lasts till December 31, 17, 12:12 UTC.

5.6. During the Pre-sale Round, the number of tokens transferred shall be limited by the number of paid authorization requests.

5.7. The Administration undertakes to cease the transfer of tokens and to stop the ITO immediately upon the number of tokens transferred at this stage amounts to 51,000,000 USD.

5.8. The face value of DTRC tokens for the period of all distribution and transfer stages is 0,01 USD.

5.9. The final number of tokens in the Datarius system will be announced on the Site no later than 48 hours following the ITO completion.

Initial Token Offering:

5.11. It starts on March 5, 2018 and lasts till April 5, 2018.

5.12. Upon reaching SoftCap, the Administration guarantees the implementation of Datarius to the extent described in the paragraph "PAYMENT SYSTEM LICENSED UNDER THE DPL" in the Whitepaper. The volume of SoftCap is determined by the Administration in the amount equal to 1,000,000 USD.

5.13. The Parties have agreed that the Administration shall cease the transfer of tokens, immediately upon reaching HardCap. The maximum possible volume of HardCap is 51.000.000 USD.

5.14. Throughout the entire Datarius ITO campaign, the nominal value of the DTRC token is equivalent to $ 0.01.

6. ITO Bonus Program

6.1. The Administration guarantees to provide the Affiliates with the following bonuses within the following time limits:

(a) The Affiliates shall receive a 35% bonus of the received number of tokens, in case of any transaction during the Pre-Sale Round within the period specified in clause 5.5;
(b) The Affiliates shall receive a 30% bonus of the received number of tokens, in case of any transaction within the first 6 hours following the launch of the **Initial Token Offering**;
(c) The Affiliates shall receive a 25% bonus of the received number of tokens, in case of any transaction within the next 6 hours following the 7th hour of the stage specified in paragraph (b) of Section 6 hereof;
(d) The Affiliates shall receive a 20% bonus of the received number of tokens, in case of any transaction within 12 hours following the 13th hour of the stage specified in paragraph (b) of Section 6 of hereof;
(e) The Affiliates shall receive a 15% bonus of the received number of tokens, in case of any transaction within 48 hours following the 25th hour of the stage specified in paragraph (b) of Section 6 hereof;

(f) The Affiliates shall receive a 10% bonus of the received number of tokens, in case of any transaction within 15 days following the 49th hour of the stage specified in paragraph (b) of Section 6 hereof;

(g) The Affiliates, who specify a special code provided by the Administration during their transactions, shall receive a 45% bonus throughout all ITO hours;

7. ALP/KYC Policy

7.1. The Datarius Ecosystem is a trustworthy and responsible market participant. It complies with and respects all the requirements of international law, including the tax, financial, economic and criminal regulation of relationships.

7.2. In order to minimize the risks of money laundering, the Datarius Ecosystem establishes hereby the regulations on transactions in fiat money.

7.3. The Ecosystem Affiliates shall be entitled to send or receive payments in fiat money using only their own authorised personal data.

7.4. Datarius reserves the unconditional right to reject the transaction at any stage, if it presumes that the transaction is in any way connected with the money laundering or other criminal activity.

7.5. Illegal funds shall be any money obtained from illegal activities, including those carried out in the form of business, which violate international law.

7.6. The Ecosystem is entitled to maintain documentation and verify the Affiliates' identity, as well as to monitor and record all their transactions.

7.7. The Datarius Ecosystem does not accept and does not make any payments in cash.

7.8. The Affiliates, making payments in fiat money, shall provide the following scans of the documents at the request of the Administration:

Natural persons:
7.9. Full name, full birth date, full address, contact phone number.

7.10. Documents notarized and translated into English: a copy of the first page of a national or foreign passport of good quality, on which the Affiliate's photograph and signature are clearly visible, or the driver's license.

Legal entities:
7.12. Documents notarized and translated into English:
(a) a copy of the Company's Registration Certificate/Certificate of Incorporation;
(b) a Certificate of Good Standing;
(c) a certificate on the company's letterhead, which contains the mandatory details, such as: position, full name of the signatory, wet seal of the company, containing the following information: names and addresses of all officials, directors and real owners of the legal entity.

7.13. The documents, mentioned in par. 7.9. - 7.12. hereof, shall be valid for at least 6 months following the submission date.

7.14. The Affiliates, making payments in fiat money, shall be provided with free access keys not earlier than on the 45th day following the date of the payment receipt.

8. Refunds

8.1. All payments are final and non-refundable. By contributing in the ITO, the backer acknowledges that the iCrypto S.A. are not required to provide a refund for any reason, and that the backer will not receive money or other compensation for any payment that is not used or remains unused.
8.2. All transactions which are lower then minimum required will be considered as a donation.

9. Force Majeure

9.1. The iCrypto SA is not liable for failure to perform solely caused by:
- unavoidable casualty,
- delays in delivery of materials,
- Embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- or any similar unforeseen event that renders performance commercially implausible.
If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

10. Updates to the Terms and Conditions

10.1. Administration reserves the full right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any by posting the amended Terms on the Website (https://datarius.io). If at any point you do not agree to any portion of the then-current version of the Terms, you should not pay for Authorization Service.

11. Cooperation with Legal Authorities

11.1. iCrypto SA will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of the iCrypto SA and the Datarius project — transparency — the Administration will endeavor to publish any legal enquiries upon receipt.

12. Further Information

12.1. For further information regarding the iCrypto SA, the Datarius project and/or DTRC tokens, please contact ito@datarius.io