

# TOKEN SALE PARTICIPATION AND ETHLend USAGE AGREEMENT

WHEREAS, Block Research OÜ - Reg: 14331108 - located at Tartu mnt 80, Kesklinna linnaosa, Tallinn, Harju maakond, 10112, Estonia is a LEND token seller and provider of various technology services under the brand name "ETHLend" (hereinafter - "**ETHLend**", "we", "us");

WHEREAS, you ("you" or the "**User**") are an individual or entity that uses LEND currency; WHEREAS, [www.ethlend.io](http://www.ethlend.io) (the "**Website**") is the official website of ETHLend;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (the "**Agreement**") as follows:

## 1. DEFINITIONS

- 1.1. **Account** – online account created by the user at the Website.
- 1.2. **Blockchain** – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.
- 1.3. **LEND** – virtual currency tokens created by ETHLend and known as LEND.
- 1.4. **Cryptocurrency** - is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency.
- 1.5. **Ethereum** – an open blockchain platform at [www.ethereum.org](http://www.ethereum.org).
- 1.6. **Ether** – is the name of the cryptocurrency used within Ethereum.
- 1.7. **TOKEN SALE** – a restricted initial coin offering by ETHLend to eligible Users regarding purchase of LEND.
- 1.8. **Services** – any services provided by ETHLend and/or its affiliates, including the services available to registered Users on the Website.
- 1.9. **Smart Contract** - means the Ethereum smart contract.
- 1.10. **Dapp** – ETHLend decentralized application located at [app.ethlend.io](http://app.ethlend.io)
- 1.11. **Wallet** – any type of wallet used for storage of cryptocurrencies.
- 1.12. **Whitepaper** – the document located at the Website containing the TOKEN SALE conditions and describing ETHLend's project and business model.

## **2. SCOPE OF THE AGREEMENT**

2.1. This Agreement sets out terms and conditions for participation in TOKEN SALE and usage of LEND.

## **3. ACCEPTANCE AND CHANGES TO THE AGREEMENT**

3.1. Your access to and use of the Website and/or any Services is subject exclusively to this Agreement. By registering to OR using the Website you agree to be bound by and accept this Agreement, its terms and conditions and all the policies and guidelines that are incorporated by reference (for example, the Privacy Policy, Dapp terms and conditions). If you do not agree with the Agreement and/or individual provisions of the Agreement, you cannot use the Website and must immediately stop using the Website and/or the Services. We recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

3.2. This Agreement comes into effect at the moment you visit the Website OR use the Website OR register at the Website.

3.3. ETHLend may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website and/or the Services at any time and in its sole discretion without notice. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and/or the Services following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Website and/or the Services.

3.4. ETHLend may at any time change or remove (temporarily or permanently) the Website, Services and their information from the Website without indicating the reasons of such change or removal and you confirm that ETHLend shall not be liable to you for any such change or removal.

3.5. LEND is unregulated virtual currency. If there are any regulations imposed regarding LEND and virtual currencies, the terms and conditions of this Agreement and/or other conditions regarding usage of LEND may be changed significantly by ETHLend to meet such regulatory requirements.

3.6. Use of the Website and/or the Services is limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law.

## **4. YOUR USAGE**

4.1. If you want to start using the Website and/or the Services, you must send Ether to the address stated at the Website. ETHLend is entitled to refuse your access to the Website without indicating the reasons.

4.2. ETHLend can also request you to provide any documents required to perform either your background check or check of your provided information.

4.3. ETHLend reserves the right to suspend the usage of the Services until your identity is completely verified.

4.4. Any loss that occurs as a result of negligent security practices, whether it be on the part of you, or ETHLend, will not be the responsibility of ETHLend, its directors, associates or employees.

4.5. The User shall bear any losses that occur regarding to the submission of invalid/incorrect data. You unconditionally warrant that any information, data and/or content you provide: (i) will be correct, accurate and not misleading or otherwise deceptive; (ii) will not infringe the intellectual property rights of ETHLend or any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (iii) will not violate any law, statute, or regulation; (iv) will not be defamatory or libellous, and, (v) will not create liability for ETHLend.

4.6. You shall not use the Website and/or the Services for any purpose that is unlawful or prohibited by this Agreement and legal requirements. Your registration at the Website implies your confirmation and a guarantee that by using the Services you will act honestly and in such way that it would meet the interests of both you and ETHLend. ETHLend has a right to restrict your usage of the Website and/or the Services without prior notice if you use the Website and/or the Services in unlawful or other unacceptable way.

## **5. PARTICIPATION REQUIREMENTS**

5.1. Before taking any action with respect to participation in the TOKEN SALE, you shall peruse and understand: (1) this Agreement (2) all the whitepapers of ETHLend published at the Website; (3) terms and conditions published at [www.ethlend.io](http://www.ethlend.io); (4) terms and conditions indicated in this Agreement; (5) the Website; and (6) other relevant documents and information published by ETHLend. The documents identified above are incorporated as integral parts to this Agreement. You shall refrain from purchasing any LEND until you understand and accept the documents identified above. By participating in the TOKEN SALE you expressly acknowledge and represent that you have carefully reviewed the aforementioned terms and conditions, and fully understand the risks, costs, and benefits associated with LEND and you agree to be bound by these terms and conditions.

5.2. You shall meet certain participation requirements set forth in the Website to participate in the TOKEN SALE. You shall participate in the TOKEN SALE only within such period and in such manner as set forth in the Website.

5.3. In addition to participation requirements set forth in the Website you shall represent, warrant, acknowledge and agree that: (a) you are of sufficient age (minimum 18 years of age) to participate in the TOKEN SALE and have full capacity of civil conduct under the laws of the jurisdiction where you are domiciled; (b) you are legally permitted to participate in the TOKEN SALE and are legally permitted to receive and hold cryptocurrencies and tokens; (c) your participation in the TOKEN SALE is voluntary and based on your own independent judgment without being coerced, solicited or misled by anyone else; (d) you have sufficient knowledge on cryptocurrencies, cryptographic tokens, cryptographic protocol and blockchain technology; (e) you do not contemplate to use LEND for any

speculative, illegal or non-ethical purpose, including, but not limited to, speculative investment; (f) you do not intend to break or misuse LEND and/or ETHLend for money laundering or any illegal activities; (g) you take sole responsibility for any restrictions and risks associated with participating in the TOKEN SALE, receiving and holding LEND, whether referred to in this Agreement, arising under any applicable law or otherwise; (h) you waive the right to participate in any class action lawsuit or any class wide arbitration against ETHLend and any person or legal entity associated with it; (i) you are participating in the TOKEN SALE to facilitate the development, testing, deployment and operation of ETHLend's products and services; (j) the proposed outcomes discussed in the Whitepaper may not be achieved; (k) LEND may not provide the rewards envisaged; (l) participating in the TOKEN SALE, receiving and holding LEND do not grant any ownerships rights in regard to ETHLend, decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of ETHLend; (m) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website, you will not violate or attempt to violate the security of the Website; (n) you will not access information or data which you are not authorised to access; (o) you will promptly provide to ETHLend, upon request, any additional information which ETHLend may consider necessary in providing services on the Website; (p) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content; (q) you are not an individual who is a citizen, resident or tax resident of the United States of America (including all territories of this country), Singapore, Hong Kong and North Korea; (r) you are not a corporation, partnership or other legal entity formed under the laws of the United States of America (including all territories of this country) Singapore, Hong Kong and North Korea, as well as not an agency, branch or office located in the United States of America (including all territories of this country) Singapore, Hong Kong and North Korea; (s) your purchase of LEND is made for your own account as principal and is not made in anticipation of a further distribution of LEND to others; (t) you are purchasing LEND to actually use ETHLend's services and LEND as a virtual currency, not to speculate on its value; (u) by participating in the TOKEN SALE or receiving and holding LEND you acknowledge and agree that you fully understand that LEND may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that ETHLend and any of its affiliates may not be held liable for any loss arising out of, or in any way connected your participation in the TOKEN SALE or receiving and holding LEND; (v) all the representations, warranties and acknowledgments as laid out in this clause are true and accurate.

5.4. You shall only participate in the TOKEN SALE through ETHLend.

5.5. LEND is not offered to citizens, residents and/or tax resident of the United States of America (including all territories of this country) ), Singapore, Hong Kong and North Korea. If you are a citizen, a resident and/or a tax resident of the United States of America (including all territories of this country) ), Singapore, Hong Kong and North Korea or otherwise associated with these countries, you are not eligible to participate in the TOKEN SALE and cannot use LEND in any way.

5.6. You are only allowed to purchase LEND if and by buying LEND you covenant, represent, and warrant that you are neither a citizen, resident or tax resident of the United States of America (including all territories of this country), Singapore, Hong Kong and North Korea, nor do you have a primary residence or domicile in the United States of America (including all territories of this country), Singapore, Hong Kong and North Korea. In order to buy LEND and by buying LEND you covenant, represent, and warrant that none of the owners or beneficiaries of the company, of which you are an authorized officer, are a

citizen, resident or tax resident of the United States of America (including all territories of this country), Singapore, Hong Kong and North Korea, nor do you have a primary residence or domicile in the United States of America (including all territories of this country). Should this change at any time, you shall immediately notify ETHLend.

5.7. If buying, selling and usage of cryptocurrency and/or tokens, participation in the TOKEN SALE and/or other transactions indicated in this Agreement and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you oblige not to participate in the TOKEN SALE, not to use the Website and not to use or buy LEND. Failure to comply with local laws may result in the loss of your Account and any assets contained within.

5.8. ETHLend shall reserve the right to refuse selling LEND to anyone who does not meet criteria necessary for their buying, as set out in this Agreement, the Website and by the applicable law.

5.9. You understand and accept that the purchase and sale of cryptocurrencies and tokens of any kind (including LEND) involves risk. Due to the constant price fluctuations, you may increase or lose value in your assets at any time.

## 6. TOKEN SALE CONDITIONS

6.1. ETHLend as a company is to be set up and an initial coin offering will be conducted. The offering will be a virtual currency tokens known as a LEND. Funds raised by ETHLend will be given as grant towards the development of ETHLend as a project.

6.2. During the TOKEN SALE ETHLend as a company will issue tokens on the Ethereum blockchain operated by a smart contract and following the ERC20 protocol.

6.3. LEND will be issued in exchange for Ether based on the smart contract.

6.4. TOKEN TOTAL SUPPLY and TOKEN SALE stages:

**TOKEN FOR SALE: 1 000 000 000 LEND**

**TOKEN FOR DEVELOPERS AND ADVISORS FUND: 300 000 000 LEND**

**TOKEN TOTAL MAXIMUM SUPPLY: 1 300 000 000 LEND**

6.4.1. **Pre-TOKEN SALE.** In the pre-TOKEN SALE, 60 000 000 (6 percent % of total LEND sold) LEND will be sold to finalize the initial version of ETHLend before the full TOKEN SALE. The price of LEND will be 30,000 LEND per Ether.

6.4.2. **Full TOKEN SALE.** The amount to raise in full TOKEN SALE will be 37,600 Ether.

LEND TOKEN PRICE: First 200 000 000 LEND: 27 500 LEND = 1 ETH  
(price includes already 10% bonus tokens)

Next 100 000 000 LEND: 26 250 LEND = 1 ETH  
(price includes already 5% bonus tokens)

6.5. LEND will be allocated among participants of the pre-TOKEN SALE, the full TOKEN SALE as well as management and advisors to ETHLend. Pre-TOKEN SALE participants will be allocated maximum of six (6) percent (%) of all LEND sold via the TOKEN SALE. TOKEN SALE participants will be allocated rest of LEND sold other than pre-TOKEN SALE. Additional 300 000 000 LEND is allocated to the development and advisors fund as motivational tool to align the interest with the value of LEND as stated in 6.4. A part of these LEND tokens will be used as bounties during pre-TOKEN SALE and full TOKEN SALE.

6.6. The number of LEND tokens allowed for purchase by one User is not limited.

6.7. The TOKEN SALE conditions are indicated in more detail in the Whitepaper and the Website which are an integral part of this Agreement and you agree to be bound by them. To the extent the TOKEN SALE conditions indicated in this chapter 6 of the Agreement conflicts with the Whitepaper and the Website, the Whitepaper and the Website prevail.

6.8. LEND emission will be conducted via ETHLend website – [www.ethlend.io](http://www.ethlend.io). By participating in the TOKEN SALE you agree to be bound by all the terms and conditions of ETHLend. Failure to follow the TOKEN SALE instructions on the Website may limit, delay, or prevent you from purchasing LEND.

6.9. Any detected double spend of cryptocurrency and/or tokens will result in no LEND being provided to the relevant party.

6.10. LEND is available for purchase to eligible buyers only during the announced periods of the TOKEN SALE period as indicated in this Agreement, the Whitepaper and the Website.

## **7. LEND RIGHTS AND ATTRIBUTES**

7.1. LEND is not money or investment securities and the TOKEN SALE will not involve issuance of any fiat currency, securities (whether equity securities or otherwise), financial derivative instrument or other kind of investment certificate. LEND is not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and does not necessarily have market prices or transactions between peers. LEND does not stand for any sort of investment contract for all intents and purposes. You shall not participate in the TOKEN SALE with a view to investment or speculation or in pursuit of any profit. Under this Agreement ETHLend does not provide, offer or exchange securities, investment contracts or any other form of financial instrument that may be considered by law to be a security.

7.2. LEND are cryptographic tokens created for access of ETHLend's products and services and benefits associated with it, i.e. discounts for ETHLend's products and services, advance payment for ETHLend's products and services, etc. However, there are no guarantees of their future use or value which can be zero.

7.3. You cannot expect profit from LEND and shall have no expectations of profit from the future success of ETHLend's business and/or the efforts of ETHLend or other persons. LEND value depends on your active involvement in using and promoting it.

7.4. The TOKEN SALE is not crowdfunding or initial public offer and you cannot participate in the TOKEN SALE with a view to crowdfunding or initial public offer.

7.5. LEND are not shares of ETHLend. LEND does not represent ownership interests or grant ownership, control and voting rights in ETHLend, as well as does not grant any rights to receive a share of ETHLend's profit.

7.6. LEND does not entitle you to any intellectual property rights in regard to ETHLend and its products and services.

7.7. ETHLend may unilaterally in its own discretion and to the fullest extent possible make decisions on spending, investing and otherwise using the funds received during the TOKEN SALE.

7.8. ETHLend is not required to consult with you regarding any activities and/or decisions of ETHLend or coordinate it with you. You will not have any influence in the development or governance of ETHLend.

7.9. LEND holders cannot request an audit of ETHLend and its business, and an investigation of ETHLend's activities.

7.10. LEND can be used for payments and other transactions associated with cryptocurrencies.

7.11. ETHLend is not obliged to redeem LEND in any case.

## **8. ETHLend's BUSINESS AND PRODUCTS**

8.1. ETHLend is building a peer to peer lending application in a technology driven blockchain era environment.

8.2. ETHLend has a live Alpha (not stable) Dapp located at [app.ethlend.io](http://app.ethlend.io). During the TOKEN SALE and for the time period indicated in the Whitepaper the Website and Dapp will allow peer to peer lending and at this stage there will be opportunity to use ETHLend's products or services via the Website. The Website will contain description of products and services of ETHLend and instructions regarding LEND purchase.

8.3. ETHLend will put effort, but it is not obliged to implement goals, promises and ideas indicated in this Agreement, the Whitepaper, the Website or elsewhere. However, neither ETHLend, nor its management, employees, advisors, partners, affiliates or any other persons associated with ETHLend shall not be held liable for not achieving goals, promises and ideas indicated in this Agreement, the Whitepaper, the Website or elsewhere.

## **9. REFUNDS**

9.1. There will be no refunds in regard to the TOKEN SALE, LEND purchase and usage for any reason, including, but not limited to, loss of your LEND due to technical reasons,

errors, malfunction of the wallet, transaction failures, etc. All LEND are sold as-is without any guarantee.

9.2. By participating in the TOKEN SALE, you are confirming that you have read and understand our no refunds policy, and you acknowledge that all purchases are final and non-refundable, and ETHLend 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, and you consent to no right of withdrawal from the TOKEN SALE.

## **10. TAXES**

10.1. You agree that you are solely responsible for determining the amount of any taxes that you may owe as a result of this Agreement, the TOKEN SALE, LEND and usage of LEND, and are solely responsible to collect, report and remit any such taxes required under law applicable to you. You shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation or trading of LEND (no matter whether acquired by participating in the TOKEN SALE (or otherwise acquired)). You acknowledge and agree that ETHLend has no responsibility to collect, report or remit any applicable taxes in connection with this Agreement, the TOKEN SALE, LEND and usage of LEND. You hereby agree to fully indemnify, defend and hold ETHLend (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with this Agreement, the TOKEN SALE, LEND and usage of LEND.

10.2. You shall be solely liable for all tax related penalties, claims, fines, punishments, liabilities or otherwise arising from your underpayment, undue payment or belated payment of any applicable tax. ETHLend provides no advice and makes no representation as to the tax implication of any jurisdiction.

## **11. RISKS**

11.1. You should peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated in this Agreement, the Whitepaper, the Website or elsewhere before deciding to participate in the TOKEN SALE. Participating in the TOKEN SALE will be deemed as you having accepted all the risks outlined in this Agreement.

11.2. LEND price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in LEND value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. ETHLend cannot and does not guarantee any market liquidity for LEND.



Additionally, due to different regulatory requirements in different jurisdictions, the liquidity of LEND may be markedly different in different jurisdictions.

11.3. While some of cryptographic tokens or cryptocurrencies may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive ETHLend of sufficient resources to continue to operate.

11.4. Cryptocurrencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. ETHLend may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with ETHLend, as well as be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of ETHLend to further conduct business. The development, marketing, promotion or otherwise of ETHLend may be seriously affected, hindered or terminated as a result.

11.5. Advances in cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all cryptocurrencies, including LEND. This could result in the theft, loss, disappearance, destruction or devaluation of LEND. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit ETHLend accurately guide the development of LEND to take into account such unforeseeable changes in the domains of cryptography or security.

11.6. ETHLend cannot guarantee the software used by ETHLend to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of LEND and consequently bring adverse impact on the value of LEND.

11.7. Ethereum is an open source project and supported by the community. ETHLend does not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of LEND and in the worst-case scenario, could ruin the sustainability of LEND.

While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.

11.8. The Ethereum source code and the software used by ETHLend could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects LEND's operation or market value.

11.9. The blockchain rests on open-source software. Regardless of ETHLend's effort to keep the blockchain secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of ETHLend. This could consequently result in the loss of LEND held by you.

11.10. The loss or destruction of a private key required to access LEND may be irreversible. You are required to safeguard the private keys relating to your own LEND wallets. To the extent such private key is lost, destroyed or otherwise compromised, neither ETHLend, nor anyone else will be able to access the related LEND.

11.11. LEND is not a currency issued by any individual, entity, central bank or national, supra- national or quasi-national organization. The circulation and trading of LEND on the market depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any LEND from any user or LEND holder. Nor does anyone guarantee the liquidity or market price of LEND to any extent. ETHLend has no control over market price or liquidity of LEND once LEND start to trade in the open market.

11.12. It is possible that ETHLend's product and services or LEND 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 the development of ETHLend's business.

11.13. ETHLend, as developed, may not meet your expectations. You acknowledge that ETHLend is currently under development and may undergo significant changes before release. You also acknowledge that any expectations regarding the form and functionality of ETHLend held by you may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of ETHLend. Furthermore, you acknowledge that ETHLend project may never be fully completed or released.

11.14. You understand and accept that hackers or other groups or organisations may attempt to steal LEND or otherwise interrupt or cease ETHLend's business or usage of LEND.

11.15. Except for historical information, there may be matters in this Agreement, the Website, the Whitepaper or elsewhere that are forward-looking statements. Such statements are only predictions and are subject to inherent risks and uncertainty. Forward-looking statements, which are based on assumptions and estimates and describe ETHLend's future plans, strategies, and expectations are generally identifiable by the use of the words 'anticipate', 'will', 'believe', 'estimate', 'plan', 'expect', 'intend', 'seek', or similar expressions. You are cautioned not to place undue reliance on forward-looking statements. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties both general and specific that contribute to the possibility those predictions, forecasts, projections and other forward-looking statements will not occur. Those risks and uncertainties include actors and risks specific to the industry in which ETHLend operates as well as general economic conditions and prevailing exchange rates and interest rates. Actual performance or events may be materially different from those expressed or implied in those statements. All forward-looking statements attributable to ETHLend or persons acting on behalf of ETHLend are expressly qualified in their entirety by the cautionary statements in this section. Except as expressly required by the applicable law, ETHLend undertakes no obligation to publicly update or revise any forward-looking statements provided in this publication whether as a result of new information, future events or otherwise, or the risks affecting this information. None of ETHLend, its officers or any person named in this Agreement, the Website, the Whitepaper or elsewhere with their consent, or any person involved in the preparation of this Agreement, the Website or the Whitepaper, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law.

11.16. The Internet industry is comprised of a number of participants and is subject to rapid change and competition ETHLend faces from other organisations, some of which may have greater financial, technical and marketing resources. Increased competition could result in under-utilisation of employees, reduced operating margins and loss of market share, especially ETHLend's first mover status. Any of these occurrences could adversely affect

the ETHLend's business, operating results and financial condition. The possibility remains that the fundamental business model may not achieve any traction due to an existing or new entrant offering a similar solution or that the general public do not see it as part of their future. The targets and business valuation inherent in the Website, the Whitepaper or elsewhere are based on ETHLend's management personal experience, contacts and feedback from the market. There can be no assurance that these reflect the actual reality of the opportunity or that will be able to compete successfully against current or future competitors. You are encouraged to seek professional advice when assessing the understanding of ETHLend's business model metrics and projected returns and values as presented by directors in this Agreement, the Website, the Whitepaper or elsewhere.

11.17. You acknowledge and agree that in no event shall ETHLend be liable or responsible for any loss in any way arising out of your participation in the TOKEN SALE, receiving and holding LEND, or use of the Website and ETHLend is hereby released by you from liability for any and all such loss.

## **12. ANTI-MONEY LAUNDERING POLICY**

12.1. ETHLend reserves the right to conduct "know your customer" procedure and any other kind of customer due diligence on you at any time (including after the close of the TOKEN SALE). If ETHLend discovers your purchase of LEND violating this Agreement or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your purchase of LEND under the TOKEN SALE shall be invalid with retroactive effect and ETHLend shall be entitled to immediately terminate this Agreement with you, deny your access to the TOKEN SALE, reject delivery of any LEND and request return of any delivered LEND, irrespective of any payment that you could have made.

12.2. You may be required to provide ETHLend with certain personal information, including but not limited to, your name, address, telephone number, email address, date of birth, personal code, passport, utility bills, proof regarding source of funds, etc. ETHLend may also require you to answer certain questions or take certain actions in order to verify your identity or comply with applicable law. In submitting this personal information, you verify that the information is accurate and authentic, and you agree to update it if any information changes. You hereby authorize ETHLend to directly make any inquiries we consider necessary to verify your identity and/or account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.

12.3. Use of LEND is subject to international export controls and economic sanctions requirements. By acquiring LEND, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire LEND if you are on any sanctions list or you intend to use LEND in association with any persons or entities that are listed on any sanctions list.

## **13. PROHIBITED ACTIVITIES**

13.1. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency.

13.2. You may not use your LEND to engage in the following categories of prohibited activity and you confirm that you will not use LEND to do any of the following:

13.2.1. Engage in a transaction involving the proceeds of any unlawful activity;

13.2.2. Defraud or attempt to defraud ETHLend;

13.2.3. Provide false, inaccurate or misleading information;

13.2.4. Infringe upon ETHLend's or any third party's copyright, patent, trademark, or intellectual property rights;

13.2.5. Take any action that imposes an unreasonable or disproportionately large load on ETHLend's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;

13.2.6. Transmit or upload any material to the Website that contains viruses, Trojan horses, worms, malware or any other harmful or deleterious programs;

13.2.7. Otherwise attempt to gain unauthorized access to the Website, computer systems or networks connected to the Website, through password mining or any other means;

13.3. ETHLend reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. ETHLend reserves the right to cancel and/or suspend your Account and usage of LEND immediately and without notice if we determine, in our sole discretion, that your Account and usage of LEND is associated with prohibited use, and/or a prohibited business, and or illegal activity under applicable law.

## **14. LIABILITY AND INDEMNIFICATION**

14.1. You are responsible for actions performed by participating in the TOKEN SALE, using the Website and LEND.

14.2. You acknowledge that participating in the TOKEN SALE, purchasing LEND and using LEND involves risk and you will not hold ETHLend accountable for any gains or losses that you incur as a result.

14.3. By participating in the TOKEN SALE or receiving and holding LEND, to the extent permitted by applicable law, you agree that ETHLend, and other parties (including, but not limited to, any managers, employees, advisors) cannot be held liable for any loss (including without limitation indirect, special, incidental, consequential, or tort damages, or lost profits) arising out of, or in any way connected to your participation in the TOKEN SALE or receiving and holding LEND in any manner. Additionally, as a user of LEND and ETHLend's products and services, you acknowledge that ETHLend has no responsibility for any injury, direct or indirect loss, claim, damages or any special, incidental, consequential, exemplary or punitive damages of any kind that you incur as a direct or indirect result of participation in the TOKEN SALE, usage of the Website or any of our services.

14.4. You understand and agree that ETHLend and/or other parties (including, but not limited to, any managers, employees, advisors) shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of

LEND. You understand and expressly agree that ETHLend and/or other parties (including, but not limited to, any managers, employees, advisors) shall not guarantee in any way that LEND might be sold or transferred during or after the TOKEN SALE.

14.5. LEND are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your participation in the TOKEN SALE and use of the Website and buying of any amount of LEND and its use.

14.6. You understand and acknowledge that the Services are being provided to you "as is" and "as available" without warranty of any kind. ETHLend specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, or non-infringement. ETHLend does not guarantee continuous, uninterrupted, error-free or secure access to any part of the TOKEN SALE, Website or our services.

14.7. To the extent allowable pursuant to applicable law, you shall indemnify, defend, and hold ETHLend and/or any of ETHLend's subsidiaries, affiliates, partners, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, payments, liabilities, costs, fines, taxes, penalties and expenses (including the amount paid in settlement of any claim, action, suit or proceeding and the fees and expenses of counsel incurred obtaining advice in respect of, or in defending or settling, any such claim, action, suit or proceeding) of whatsoever nature or kind, and/or liabilities (including, but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against us in any jurisdiction arising out of a breach of any warranty, representation, or obligation hereunder, and/or arising out of or related to your participation in the TOKEN SALE, receiving and holding LEND, your use of the Website, your breach of this Agreement, your misuse of the TOKEN SALE or LEND, or your violation of any law, rule or regulation, or the rights of any third party.

14.8. In the event that ETHLend and/or its subsidiaries, affiliates, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees face legal action as a result of your actions, you agree cover any damages, including legal fees, that ETHLend incur as a result.

14.9. You hereby expressly agree that, to the maximum extent permitted by the applicable law, ETHLend does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, the Website and/or LEND, or the material, information, software, facilities, services or content on the Website, from buying of the tokens or their use by the user, regardless of the basis, upon which the liability is claimed and even if ETHLend has been advised of the possibility of such loss or damage.

14.10. In any case, total amount of ETHLend's aggregate liability under this Agreement may not exceed 10 (ten) EUR. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning participation in the TOKEN SALE, use of the Website and use and buying of LEND, and that ETHLend should not accept any liability for any illegal or unauthorized use of the Website and use and buying of LEND.

14.11. The content and services provided by ETHLend are for informational purposes only and are not intended to provide legal, financial, tax, accounting or investment advice. We

assume no liability for any information provided by our employees, directors, or affiliates, regardless of its accuracy. Any action taken by you is your decision, and you relieve ETHLend of any liability for any outcome that may occur.

14.12. The Website, the Whitepaper and other documents may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta,” “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of ETHLend to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. You must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur. By participating in the TOKEN SALE, receiving and holding LEND, or using the Website, you acknowledge and agree that you fully understand and accept the risks in this clause 14.12, and to the extent permitted by applicable law, you agree that ETHLend will not be held liable for any loss arising out of, or in any way connected with your participation in the TOKEN SALE, receiving or holding LEND or use of the Website.

## **15. FORCE MAJEURE**

15.1. ETHLend shall not be liable in any way for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications of Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity of enforceability of any remaining provisions.

## **16. DISCLAIMERS AND WAIVERS**

16.1. You shall accept the Website and the TOKEN SALE "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, merchantability, fitness for a particular purpose or non-infringement.

16.2. The Website and the Whitepaper does not purport to contain all the information that you may require. In all cases, you should conduct your own investigation and analysis of ETHLend and its business, and the data contained in the Website and the Whitepaper.

16.3. ETHLend does not make any representation or warranty as to the accuracy or completeness of the information contained in the Website and the Whitepaper. Furthermore, ETHLend shall not have any liability to the recipient or any person resulting from the reliance upon the Website and the Whitepaper in determining to participate in the TOKEN SALE and use LEND.

16.4. You must rely on your own investigation of all financial information indicated in the Website and the Whitepaper and no representations or warranties are or will be made by ETHLend as to the accuracy or completeness of such information.

16.5. ETHLend makes no representation about the underlying value of LEND.

16.6. The Website and the Whitepaper are prepared for your general information only. It is not intended to be a recommendation to participate in the TOKEN SALE and/or use LEND.

## **17. SECURITY**

17.1. You are responsible for maintaining the confidentiality and security of your Account ID and password, and accept responsibility for all activities that occur under your Account or password. You must notify ETHLend immediately in the event that the security of your login or password has been breached or compromised.

17.2. You are also responsible for maintaining adequate security and control of any and all identification numbers, private keys, or any other codes that you use to access the Website and/or use LEND.

17.3. You agree to not hold ETHLend liable for any loss arising out of, or in any way connected to, your failure to properly secure and keep private your Account information, email address, any password, private keys and any other identification numbers/codes used in connection with participation in the TOKEN SALE and usage of LEND.

17.4. ETHLend shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

17.5. ETHLend does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. ETHLend will not be liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website.

## **18. PRIVACY POLICY**

18.1. ETHLend might ask you to provide your personal data.

18.2. Personal data refers to any information, whether true or not, about an individual who can be identified from that information; or from that information and other information to which we have or are likely to have access, including information in our records as may be

updated from time to time, and any other information relating to any individuals which you may have provided us from time to time in your interaction with us.

18.3. Your personal data that you provide will be used to identify you as the LEND holder and to execute this Agreement. ETHLend commits to protect your personal data and disclose it only when it is necessary to execute this Agreement or it is required by the Agreement or applicable law. You expressly authorize ETHLend to store, process, use and transmit to third parties the information required to execute this Agreement.

18.4. You confirm that you have entered correct data about yourself in every required form and that afterwards, when changing or adding any data at the Website, you will enter only correct data. You shall bear any losses that occur regarding to the submission of invalid/incorrect data.

18.5. ETHLend may use your personal data for direct marketing purposes if you give your consent in the registration form. You can withdraw the above consent at any time.

18.6. ETHLend may at any time in its own discretion adopt a separate Privacy Policy and when that happens you must agree with that Privacy Policy.

## **19. WEBSITE USAGE**

19.1. You agree not to copy any information from the Website without our permission, with the exception of information for your personal non-commercial use.

19.2. The pages of the Website may contain links to third party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended to visit by ETHLend. In addition ETHLend does not guarantee their safety and conformity with any user expectations. Furthermore, ETHLend is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context. Links to such third party material do not imply any endorsement by ETHLend of such third party material or the content, products or services available from such third party material. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party material.

19.3. The contents of the Website are provided on an "as is" and "as available" basis without warranties of any kind and are made available for your general information only. No warranty of any kind, express, implied or statutory, is given in conjunction with the contents of the Website, the tools contained in the Website or the Website in general.

19.4. ETHLend does not warrant the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the information on the Website or any website linked to the Website, or that the information available on the Website, or associated therewith, will be uninterrupted or error-free or that defects will be corrected or that this Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or omissions. ETHLend shall not be liable for uninterpreted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

19.5. The information contained on the Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should



verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.

19.6. ETHLend reserves the right, at its sole and absolute discretion and without giving prior notice, to vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website. ETHLend also reserves the right to block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. ETHLend will not be liable for any loss which may be incurred as a result of such action.

19.7. ETHLend reserves the right to disable any links which in its opinion, contain information, images, representations or other material of an inappropriate, defamatory, obscene, indecent or unlawful nature, or that violate any law or any public, privacy, intellectual property or other proprietary right; or have not been authorized by us.

## **20. INTELLECTUAL PROPERTY**

20.1. The URLs representing the Website, “ETHLend” and all related logos of our services described in our Website are either copyrighted by ETHLend and are trademarks of ETHLend. In addition, all page headers, custom graphics, design, button Token Salens, scripts, source code, content are copyrighted by ETHLend. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All the content indicated in the Website, the Whitepaper and any content thereon is the exclusive property of ETHLend. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.

20.2. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website shall vest in and remain with ETHLend. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach this Agreement.

20.3. You are not permitted to copy, transfer, distribute, reverse compile, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website without the prior written permission of ETHLend.

## **21. REPRESENTATIONS AND WARRANTIES**

21.1. You attest that you are not a criminal, are not associated with any criminal activity, and that all funds that are used by you in connection with the TOKEN SALE and LEND purchase are free from any criminal association, are not the proceeds of crime, and are not derived from any criminal activity.

21.2. By participating in the TOKEN SALE and buying LEND hereunder you represent and warrant that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving LEND are being used to facilitate any criminal or illegal activity.

21.3. You hereby certify to us that any funds used by you in connection with participation in the TOKEN SALE are either owned by you or that you are validly authorized to carry out transactions using such funds.

21.4. You represent and warrant that you have such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks purchasing cryptocurrencies and specifically LEND and are able to bear the economic risk of total loss of such purchase.

## **22. TERMINATION (LIMITATION) OF THE AGREEMENT**

22.1. The term of this Agreement is for a period of time when you successfully register for the Account until this Agreement is terminated for whatever reason. Account cancellation shall mean the Agreement termination.

22.2. At any time and for any reason in its sole discretion ETHLend may terminate this Agreement, your access to the TOKEN SALE and/or the Website, your Account and may halt any pending transactions and/or funds and/or LEND at any time without notice to you. ETHLend shall have no liability or obligation for the termination of this Agreement.

22.3. In case of termination of this Agreement for any reason you will not be refunded with any amount of LEND.

## **23. JURISDICTION, APPLICABLE LAW AND DISPUTE RESOLUTION**

23.1. Jurisdiction of the United States of America (including all territories of this country), Singapore, Hongkong and North Korea is specifically excluded from the TOKEN SALE and this Agreement.

23.2. ETHLend reserves the right to change the jurisdiction of ETHLend and this Agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of this Agreement, ETHLend's products and services and other activities related to the TOKEN SALE and ETHLend's business.

23.3. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with this Agreement, shall be governed by the law of the Estonia.

23.4. Any disagreements or disputes of the User and ETHLend, arising from this Agreement, shall be settled by negotiations between the User and ETHLend. In case of failure to reach an agreement in 14 (fourteen) days, a party of this Agreement must make a claim within 30 days any disputes, disagreements or claims, arising from this Agreement or related to it, its breach, dissolution or validity, that have not been solved by the User and ETHLend, shall be settled in the competent court of Estonia. Both the User and ETHLend hereby submit to the exclusive jurisdiction of the courts in Estonia. Failure to raise a claim within 30 days from the failure of the negotiations, a party loses its right to file the claim in the state court or any other instance, court or arbitration.

23.5. Any User that breaks any law in their jurisdiction of residence or nationality by using LEND or any service provided by ETHLend shall be liable for any damages incurred by ETHLend as a result and agrees to forfeit any assets within their ETHLend account, at the discretion of ETHLend or its employees.

## **24. MISCELLANEOUS PROVISIONS**

24.1. You confirm that you have read this Agreement, understood its terms, conditions and consequences.

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

24.3. All the notices, consents and other communication of the parties related to this Agreement shall be delivered via e-mail or registered post/courier if ETHLend requests such type of delivery.

24.4. ETHLend has a right to revoke this Agreement if you do not comply with the Agreement, act in a fraudulent or illegal way, engage in unauthorized transmission and use of personal data.

24.5. This Agreement is personal to you and it can not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement and the rights and/or obligations stipulated in this Agreement shall be null and void. ETHLend may freely assign this Agreement and/or delegate its duties without consent or notice.

24.6. This Agreement together with the Whitepaper and any terms and conditions published from time to time on the Website constitutes the entire agreement among the Parties with respect to the subject matter hereof. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights

hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

24.7. You agree to refrain from making, any negative, detracting or unfavourable statements concerning ETHLend, LEND, any subsidiaries or affiliates, their respective business or business endeavours, products or product history, or their respective former or present officers, directors, agents, distributors or consultants, which may have the effect of diminishing the reputations of ETHLend, LEND, any subsidiaries or affiliates, or respective former or present officers, directors, agents, distributors or consultants of ETHLend or any subsidiaries or affiliates of its business or business endeavours.

24.8. This Agreement is not intended to create, and it shall in no way be construed as creating a joint venture, partnership, or any other similar relationship between you and ETHLend.

24.9. To the extent that Agreement, the Whitepaper, any terms and conditions published from time to time on the Website conflict with translated copies, the English version prevails.