

TERMS OF SERVICE

Last updated: August 21, 2018

This document acts as an agreed upon Terms of Service ("Terms", "Terms of Service") between you ("User" or "you") and EcoStart Foundation OÜ., ("EcoStart" or the "Company"). You accept these Terms when you purchase Tokens ("Tokens") or use EcoStart services or any other features, technologies or functionalities offered by EcoStart International or heirs, successors, or assigns on the EcoStart website at <https://eco-start.com> ("Site") or through any other means (collectively, "Services"). The terms "us", "we", or "our" refer to EcoStart Foundation OÜ.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the "Last updated" field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Site or Services.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Qualifications of User in Order to Use the Site

The User represents and warrants that you are at least eighteen (18) years of age, are legally entitled to use the internet and services like those provided by EcoStart (according to the laws of the United States and any relevant jurisdiction in which you reside), and have not had your right to use our service previously suspended or revoked by us.

2. Illegal and Prohibited Use

You represent and warrant that you will not use the Site or Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Site or Services to assist any other party in such illegal activity.

You represent and warrant that you will not in any way use the Site or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the Platforms underlying code or technical mechanisms; cause damage to the Site or EcoStart through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the

Site. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

3. Registration and Account

The use of our Services requires you to create an account with EcoStart (“Account”). You warrant and represent that all information provided when creating such an Account is current, complete, and accurate. You agree to promptly notify EcoStart of any changes to any information that would cause the information provided upon your Account’s creation to no longer be current, complete or accurate. You also warrant and represent that you understand that no Account will be fully created until you confirm your email address in a manner deemed suitable by us.

EcoStart may request you to provide additional information such as proof of your identity, physical address and source of funds at any time to use our Services. If you refuse to provide such information or it will be determined that you may not use our Services for any reason, you will be denied Services. In such case, your purchase of Tokens will be cancelled and you will receive a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third party payment processor where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any.

You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account, and cannot transfer this obligation to any third party. You agree to notify EcoStart in the event that you discover or suspect any security breaches or vulnerabilities related to the Site or Services.

4. Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain

Use of the Internet may not be secure. You agree that EcoStart is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet. While EcoStart will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered “confidential” or will its disclosure to a third party, accidental or otherwise, cause liability against EcoStart, even if it occurs as a result of our negligence.

EcoStart takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If EcoStart believes its Site or any Tokens located on the Site has been compromised or is under attack, EcoStart reserves the right to immediately stop all Services provided through the Site. If it is determined that such an attack caused an associated Token to rapidly lose value or otherwise cause or threaten to cause damage to the Site, or other

users, EcoStart may immediately discontinue all activity regarding to such Token entirely at its discretion. Resolution concerning deposits, withdrawals, Account balances, Services or other disputes related to an attacked Token will be determined on a case-by-case basis. EcoStart makes no representation and does not warrant the safety of the Site and is not liable for any lost value or stolen property, regardless of whether EcoStart was negligent in providing appropriate security.

5. EcoStart Does Not Provide Legal, Financial or Other Professional Advice

In no way should our providing of Services be considered legal, financial or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against EcoStart. In using the Site, you represent and warrant that you have sought any legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient EcoStart and sophistication to evaluate the risks and merits associated with Blockchain and/or Token management and offerings and to competently use our Services. We give no warranty regarding the suitability of any Tokens or our Services and assume no fiduciary duties to you.

You represent and warrant that you understand that any recommendations or commentary made by EcoStart or its employees or other users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

6. Purchase of Tokens

To purchase tokens, the Buyer must complete the registration procedure and receive the Buyer's Personal Account on the Site (The "Buyer's Account").

Payment for tokens is made in Ethers by transfer to the unique address of the Digital wallet, information about which will be reflected in the personal account.

To purchase tokens, the Buyer must have an Ethereum wallet supported ERC20 token standard to accept tokens intended for the Buyer. At the same time, the purses of the exchange, or any other, from which the buyer has an unconfirmed key, is prohibited. It is recommended to use MyEtherWallet <https://www.myetherwallet.com>

All information about the number of tokens sold and the register of holders is contained in the Ethereum blockchain unit, and is available for viewing at:

The Company reserves the right, in the event of an emergency, to stop the sale of tokens, in particular in the following cases:

- detection of a serious security risk;
- detection of a serious network performance problem;

- a serious attack on the Site or the network of the Ethereum

7. Distribution of Tokens

Tokens purchased by the User will be issued and distributed according to the respective Terms of Token Sale. On the date of distribution, purchased Tokens will be distributed by Company to the External Wallet of the Purchaser if one is provided, or become available for withdrawal in the Account. Failure to provide a correct address of the External Wallet will result in the loss of purchased Tokens, which shall be the sole responsibility of the Purchaser. Failure to provide the External Wallet or to complete its set up, will delay the withdrawal of the purchased Tokens, which shall be a sole responsibility of Purchaser. Purchaser shall be responsible for implementing reasonable measures for securing the External Wallet, vault or other storage mechanism Purchaser decides to use to receive and hold Tokens outside of the Account, including any required private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to the purchased Tokens. EcoStart shall not be responsible for any such losses.

8. License

We grant you a limited, nonexclusive, nontransferable license ("License") to access and use our Site and Services. This License is subject to these Terms. Any other use of the Services not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by EcoStart and our licensors, including that to any content or functionality as presented on the Site or Services. "EcoStart", all logos related to Services or displayed on the Site are trademarks or registered marks of EcoStart or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of EcoStart.

9. Termination

We may terminate or suspend your License to our Services without prior notice or liability for any reason whatsoever, including (but not limited to) if you breach the Terms. Nothing in these terms or in any other communication or action by EcoStart or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination. All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

10. Copyright of Communications In Connection With Our Services

You agree that any materials, information or communications transmitted between the User and EcoStart in any form and by any means are non-confidential and will become the sole, exclusive property of EcoStart. EcoStart will own all intellectual property rights

to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

11. Indemnification

You agree to indemnify, exculpate and hold EcoStart, its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of the Services, including but not limited to any breach by you of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs that incurred by EcoStart or any other indemnified parties as a result of your actions.

12. Disclaimer of Warrants and Guarantees

EcoStart does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Site. We hereby disclaim all warrants and guarantees that not expressly made in these Terms.

13. Applicable Law and Venue

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Saint Kitts and Nevis, without giving effect to principles of conflicts of law.

14. Arbitration

(a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a

representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) Federal Arbitration Act. These Terms affect interstate commerce and the enforceability of this Section 16 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), to the maximum extent permitted by applicable law.

(d) Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to the support team at support@EcoStart .io. Notice to you shall be sent to the email address provided by you in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14(a), file a claim in court.

(e) Process. Any arbitration will occur in Saint Kitts and Nevis. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in Saint Kitts and Nevis will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.

(f) Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive

your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

15. Survival and Severability

Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these Terms is deemed illegal, invalid or otherwise invalid for any reason, then that provision will be severed and the rest of these Terms will remain intact and enforceable.

16. Integration

Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between the User and EcoStart , including any future modification of these Terms, superseding any prior agreements or communications between you and us. Any ambiguities in these Terms shall be construed in the light most favorable to EcoStart .

17. Contact Us

If you have any questions about these Terms, please contact us at ecostart2018@gmail.com