

# Terms and Conditions of AKRO Distribution to Bounty Campaign Participants

Last updated: July 7, 2019.

BY TICKING THE BOX “I AGREE WITH THE T&C” OR SIMILAR BOX AND/OR BY APPLYING FOR THE BOUNTY AKRO DISTRIBUTION, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT TICK THE AFORESAID BOX AND DO NOT APPLY FOR OR PARTICIPATE IN THE BOUNTY AKRO DISTRIBUTION.

Your (referred to “**you**” as a participant) participation in the Akropolis token (“**AKRO**”) distribution to Akropolis’ bounty campaign participants (“**AKRO distribution**”) held by Akropolis Decentralised Ltd., organised and existing under the laws of Gibraltar (“**Akropolis**”, “**We**” or “**Us**”), is subject to these Terms and Conditions (“**Terms**”). You and Akropolis may be referred to herein as the “**Party**”, and together as “**Parties**”.

## 1. ELIGIBILITY

THE FOLLOWING PERSONS ARE NOT ELIGIBLE AND NOT ALLOWED TO REGISTER FOR OR PARTICIPATE IN THE BOUNTY AKRO DISTRIBUTION: PERSONS WHICH ARE LOCATED IN, OR CITIZENS OR RESIDENTS OF THE UNITED STATES. PERSONS WHICH ARE LOCATED IN, OR CITIZENS OR RESIDENTS OF ANY STATE, COUNTRY, TERRITORY OR OTHER JURISDICTION THAT IS EMBARGOED BY THE UNITED STATES. PERSONS WHICH ARE ON ANY TRADE OR ECONOMIC SANCTIONS LISTS, SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST, OR PERSONS WHICH ARE RESTRICTED OR PROHIBITED FROM ENGAGING IN ANY TYPE OF TRADING BY THE EUROPEAN UNION, HONG KONG MONETARY AUTHORITY, HONG KONG CUSTOMS AND EXCISE DEPARTMENT, OFFICE OF FOREIGN ASSET CONTROL OR ANY OTHER ADMINISTRATIVE LAW ENFORCEMENT AGENCIES. YOU SHALL NOT PARTICIPATE IN THE CHALLENGE IF YOU ARE LOCATED IN, OR A CITIZEN OR RESIDENT OF ANY STATE, COUNTRY, TERRITORY OR OTHER JURISDICTION WHERE YOUR PARTICIPATION IN THE CHALLENGE WOULD BE ILLEGAL OR OTHERWISE VIOLATE ANY APPLICABLE LAW. YOU REPRESENT AND WARRANT THAT YOU ARE NOT A CITIZEN OR RESIDENT OF ANY SUCH JURISDICTION, THAT YOU WILL NOT PARTICIPATE IN THE CHALLENGE WHILE LOCATED IN ANY SUCH JURISDICTION, AND THAT YOU ARE NOT ON ANY TRADE OR ECONOMIC SANCTIONS LIST. YOU ALSO SHALL NOT PARTICIPATE IN THE CHALLENGE IF YOU ARE LOCATED IN, OR A CITIZEN OR RESIDENT OF,

ANY OTHER JURISDICTION WHERE AKROPOLIS HAS DETERMINED, AT ITS DISCRETION, TO PROHIBIT PARTICIPATION IN THE CHALLENGE. AKROPOLIS MAY IMPLEMENT CONTROLS TO RESTRICT PARTICIPATION IN THE CHALLENGE FROM ANY JURISDICTION PROHIBITED PURSUANT TO THIS TERMS. YOU AGREE THAT YOU WILL COMPLY WITH THIS TERMS, EVEN IF AKROPOLIS' METHODS TO PREVENT PARTICIPATION IN THE CHALLENGE ARE NOT EFFECTIVE OR CAN BE BYPASSED.

In order to be eligible to participate in AKRO distribution you must: (i) be at least 18 years old or older, if the country of your residence determines a higher age restriction, (ii) have your own Ethereum wallet that supports the ERC20 token standard (the “**Wallet**”) in order to be able to receive an Award in AKRO (as specified below), and (iii) subscribe to our Telegram Channel. We reserve the right to prescribe additional guidance regarding specific wallet requirements in our sole discretion.

You may participate in AKRO distribution only on individual basis, meaning that you may not act in the name of (or represent) an entity or a third party, and may not cooperate with other participants of the AKRO distribution for any purpose whatsoever.

## **2. AWARDS**

Subject to your proper and timely completion of bounty campaign tasks and objectives set forth by Akropolis, you are entitled to receive certain amount of AKRO as a bounty award (“**Award**”). Akropolis reserves the right to refuse the transfer of an Award to any person in case it believes, in its sole discretion, that such person did not properly perform the bounty campaign tasks and objectives. Akropolis' decisions are final, non-appealable and binding. Receiving Award is contingent upon verification of eligibility and compliance with all requirements herein. Please refer to the Communication Channels for further details regarding the Awards and bounty campaign.

In order to receive Award, you need to follow the instructions communicated via one of the Communication Channels and complete the relevant form.

You hereby acknowledge that Awards will be granted in AKRO, a digital product that is an ERC20 compatible cryptographic token generated by Akropolis and designed for the Akropolis platform (the “**Akropolis Platform**”). To better understand the nature of Akropolis Platform, AKRO and its intended functionality please refer to the Akropolis' official website available at <https://akropolis.io> (the “**Website**”) and Akropolis' whitepaper, which, however, are provided for information purposes only and are not parts of these Terms. You acknowledge and agree that Akropolis may amend the intended functionality and purpose of Akropolis Platform and AKRO in its sole and absolute discretion.

ALL AWARDS ARE TO BE PROVIDED ‘AS IS’, WITHOUT ANY GUARANTEES AS TO THEIR QUALITY, FUNCTIONALITY, COMPLETENESS ETC.

### **3. TOKEN FUNCTIONALITY**

Ownership of AKRO carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the Akropolis Platform, if and to the extent the Akropolis Platform is successfully developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the Akropolis Platform shall be subject to any restrictions and limitations set out in these Terms and/or the Platform Terms (as applicable).

You acknowledge and accept that AKRO does not represent or constitute:

- (a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
- (b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Akropolis and/or the Akropolis Platform;
- (c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or
- (d) the provision of any goods and/or services as at the date that these Terms form a binding agreement between the Parties.

Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of financial instruments and/or investments, including those specified above, shall not apply for the acquisition of, storage, sale, and/or transfer of AKRO.

Akropolis makes no warranties or representations and offers no assurances (in each case whether express or implied) that AKRO shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Akropolis Platform, or that Akropolis Platform will be developed or launched.

Award attributed to you may be claimed by you only. Akropolis reserves the right to apply a lock-up period to the AKRO distributed to you hereunder; in this case you cannot transfer nor attempt to transfer (whether by legal or equitable assignment, trust, charge, sub-contract, novation or otherwise) AKRO or any part or the whole of your rights, title or interest under these Terms, including your right to claim those AKRO, before the expiry of such lock-up period, to any other person or entity, whether with or without consideration. All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognised by, nor binding on, Akropolis. After the expiry of the lock-up period, if any, you may transfer to another wallet or address any AKRO which you lawfully hold.

The owner of the wallet in which any AKRO is held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of that AKRO for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss

of any private key) and neither Akropolis nor any other person will be liable for so treating that person as absolute owner.

Notwithstanding any other provision in this section, Akropolis reserves the right to treat as void any transfer of AKRO which Akropolis reasonably believes to be unlawful for any reason.

If delivery of AKRO to you, or the holding of AKRO by you, is or becomes impossible or a violation of any applicable legal or regulatory requirements, or Akropolis suspects that this may be the case, then:

(a) Akropolis need not deliver any AKRO or its equivalent to you nor, in either case, to any other person or entity;

(b) Akropolis may request, require or facilitate that steps be taken to ensure the full return of any AKRO that you hold;

(c) Akropolis may remotely disable, deactivate or destroy any AKRO that you hold;

(d) Akropolis reserves the right to immediately terminate its relationship with you and take any actions considered necessary or desirable for Akropolis to meet its legal and regulatory obligations.

#### **4. NO ADVICE**

No part of the information provided by us or content available on the Website and the Platform should be considered to be business, legal, financial, or tax advice regarding Akropolis, Akropolis Platform, AKRO, or any of the matters to which all or any part of such information relates. You should consult your own legal, financial, tax or other professional advisor regarding this information.

All materials and information provided by Akropolis is provided 'as is'. We shall not be responsible for the accuracy of the information and materials on the Website or on the Platform, therefore any use of such information or materials is at your own discretion and risk and you are solely responsible for any possible damages or losses arising from such use, e.g. damages to your computer system, loss of data etc.

#### **5. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER AKROPOLIS NOR ITS OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR ENTITIES FROM AKROPOLIS' GROUP OF COMPANIES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR AKRO DISTRIBUTION, OR YOUR USE OF THE AKRO. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE AKRO DISTRIBUTION OR ANY RELATIONS

ARISING IN RELATION TO IT IS TO NOT PARTICIPATE IN AKRO DISTRIBUTION. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF AKROPOLIS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE EUR 1,000. THE FOREGOING LIMITATIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD, WILLFUL OR RECKLESS MISCONDUCT OF AKROPOLIS NOR SHALL IT LIMIT OR EXCLUDE ANY LOSSES FOR WHICH, AS A MATTER OF APPLICABLE LAW, IT WOULD BE UNLAWFUL TO LIMIT OR EXCLUDE LIABILITY.

## **6. AVAILABILITY AND ACCESS**

Generally, we are not going to terminate access to the Website or Platform for any person, the Website and the Platform are public and can be accessed without login or registration. At the same time, the availability and functionality of the Website and Platform depend on various factors, such as communication networks, availability of servers etc.

Our Website, Platform and other resources are provided 'as is' and 'as available' basis, and we do not warrant or guarantee that the Website, Platform or any other resource will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access or error-free, will not have any bugs or malfunctions etc.

## **7. REPRESENTATION AND WARRANTIES**

By agreeing with these Terms, you expressly represent and warrant that:

(a) You have read and understand these Terms (including all documents incorporated herein by the reference);

(b) You have the necessary authority and consent to accept these Terms and to enter into a binding agreement with us and to perform the obligations set out herein;

(c) The acceptance of these Terms and the entry into a binding agreement with Akropolis shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of your statutory or organisational documents (in the case of a corporate entity); (ii) any provision of any judgment, decree or order imposed on you by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;

(d) You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, token storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of use of cryptographic tokens, including, but not limited to, the matters set forth in these Terms and to appreciate the risks and implications related thereto, and you are able to bear the risks thereof, and liability to us and others for your acts and omissions,

including, without limitation, those constituting breach of these Terms, negligence, fraud or wilful misconduct;

(e) You understand that AKRO confer only the right to access Akropolis Platform, to receive services on the Akropolis Platform, and confer no other rights of any form with respect to Akropolis or any entity from Akropolis' group of companies, including, but not limited to, any voting, distribution, redemption, liquidation or other financial and legal rights;

(f) You are not going to use AKRO for any uses or purposes other than to receive services on the Akropolis Platform, including, but not limited to, any investment, speculative or other financial purposes;

(g) You are not a U.S. person or resident, green card holder, a citizen or resident of any country or jurisdiction in which purchasing, selling, transferring or using cryptographic tokens is prohibited by any applicable laws, or which is subject to country-wide or territory-wide economic, financial, or trade sanctions;

(h) You have all requisite power and authority to execute and deliver these Terms and to carry out and perform your obligations under these Terms; you are at least 18 years old and of sufficient legal age and capacity;

(i) You will comply with any tax obligations applicable to you arising from your receipt of AKRO;

(j) The execution and delivery of, and performance under, these Terms requires no approval or other action from any governmental authority or person other than you;

(k) To the extent required by applicable law, you comply with all anti-money laundering and counter the financing of terrorism requirements,

(l) Neither you, nor any person having a direct or indirect beneficial interest in you or an Award being received by you, or any person for whom you are acting as agent, attorney, trustee or nominee in connection with the receipt of Award, where applicable, (a) is the subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government, including, but not limited to, those administered by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom or any other applicable jurisdictions (collectively, "**Sanctions**"), (b) is located, organised or resident in any country or territory that is the subject of country-wide or territory-wide sanctions, (c) is listed in any sanctions-related list of sanctioned persons, including, but not limited to, those maintained by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom and/or (d) is directly or indirectly owned or controlled by any person or persons described in above in this sub section;

(m) You shall not use AKRO to finance, engage in, or otherwise support any unlawful activities;

(n) You have joined the Channel before accepting these Terms;

(o) You shall provide an accurate wallet address to us for receipt of any Award distributed to you by us.

## **8. TAXATION**

You are solely responsible for determining what, if any, taxes apply to your receipt of Award, including, for example, sales, use, value added and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your receipt of Award. You acknowledge, understand and agree that (a) the receipt of Award may have tax consequences for you, (b) you are solely responsible for compliance with your tax obligations, and (c) Akropolis bears no liability or responsibility with respect to any tax consequences to you associated with or arising from the creation, ownership, use or liquidation of AKRO or any other action or transaction related to the Akropolis Platform.

## **9. PERSONAL DATA**

In order to receive the Award you will be required to share with us some of your personal data, including, *inter alia*, your email address, wallet details. Your personal data and other information provided to us will be collected, processed, stored, used and transferred according to our Privacy Policy, which is incorporated herein by reference and can be found at: [https://akropolis.io/assets/Akropolis\\_Privacy\\_Policy.pdf](https://akropolis.io/assets/Akropolis_Privacy_Policy.pdf).

## **10. FAILURE TO COMPLY WITH THESE TERMS**

Failure to comply with the rules set forth in these Terms and otherwise in connection with the AKRO distribution may result in you not receiving any Award.

## **11. THESE TERMS**

Unless otherwise stated herein, these Terms only regulate and govern AKRO distribution (distribution of Awards). Any use of AKRO on the Akropolis Platform and the use of Akropolis Platform itself shall be governed by other applicable terms, conditions, agreements and policies.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

Governing Law. These Terms will be governed by and construed and enforced in accordance with the laws of Gibraltar, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

Disputes Resolution. Any dispute between the Parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual disputes or claims) (“**Dispute**”) that is not subject to arbitration shall be exclusively resolved by the courts of Gibraltar. Any Dispute arising out of or related to these Terms is personal to you and Akropolis 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.

Arbitration. Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration, which are available on the LCIA website and are further deemed to be incorporated by reference in this section. By agreeing to be bound by these Terms, you acknowledge and agree that you have read and understood the LCIA Rules. Any arbitration will occur in Gibraltar. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA. The courts located in Gibraltar will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

### **13. COMMUNICATION**

By accepting these Terms you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “**Communication(s)**”) that Akropolis provides in connection with your registration for and/or participation in the AKRO distribution.

The main official communication channel for the Challenge is Akropolis’ public Telegram chatroom available at: [https://t.me/akropolis\\_official](https://t.me/akropolis_official) (the “**Channel**”), however, Akropolis may also choose to provide Communications via the Website, or by emailing them to you at the email address you provide (collectively, “**Communication Channels**”). You hereby acknowledge and agree that all such Communications shall be deemed to be delivered once posted or sent, as the case may be, and shall be valid and have the full legal force.

### **14. MISCELLANEOUS**

IP Rights. You are not entitled to and any provision of these Terms shall not be treated as such that entitles you to any intellectual property rights of Akropolis.

Entire agreement. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the Parties regarding the subject matters hereof. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Akropolis for the terms of use for any other Akropolis’ product or service or otherwise.

Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.



Assignment. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Akropolis, including by operation of law or in connection with any change of control. We may assign or transfer these Terms, any or all of our rights and obligations under these Terms, in whole or in part, without obtaining your consent or approval, provided that you will be informed of such transfer in the order provided herein.