

Rockstable Token , INC.

TERMS AND CONDITIONS OF USE

[Effective Date: February __, 2018]

Acceptance of Terms. Please read these terms and conditions of use (“Terms”) carefully before using this website (the “Site”) provided by Rockstable Token , Inc., a Wyoming corporation (“Rockstable Token”). THESE TERMS GOVERN YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE IN ANY WAY, YOU ARE AGREEING THAT THESE TERMS WILL APPLY. You should read these Terms carefully before you use the Site. By using the Site, you accept these Terms. If you do not agree to all of the terms and conditions contained in these Terms, do not access or use the Site. Rockstable Token reserves the right to terminate your use of the Site at any time without notice and may do so for any breach of these Terms or any failure by you to comply with the rules and instructions on the Site.

Application.

- 1) These Terms apply to you when you browse, visit, register, or use the Site, software, applications, membership services, texting, or curating services in any manner whatsoever, including anonymous or temporary use.
- 2) By providing your information you agree to these Terms. Such information might include, but is not limited to Ethereum identifiers or addresses, your physical address and contact information, pictures, text, or any communication in any medium intended to contact Rockstable Token , other Rockstable Token users, Ethereum, the Ethereum block chain including any fork, hard fork, derivative, or modification, to the Ethereum block chain, or to store or temporarily log information on Rockstable Token software, applications, smart contract, or any third-party application in connection with your own registration with Rockstable Token or the Ethereum identifiers you use to purchase Rockstable Token tokens or Rockstable Token

smart contracts.

- 3) Rockstable Token may from time to time update these Terms, and by your use, you agree to the updates. Rockstable Token will notify you of the update either by updating this page or by notifying you through Rockstable Token Services or by email.

License to Use.

- 1) Rockstable Token grants you a nontransferable, nonexclusive license to use the Site subject to these Terms and applicable law. This license is solely for your use of the Site for lawful purposes consistent with these Terms. You agree that this is a noncommercial license, and you will not sell, sublicense, or commercially exploit the Site or any content found or connected to Rockstable Token in any way except as specifically authorized in the Rockstable Token Evangelist and or Vendor Agreements.
- 2) In consideration of allowing you to use the Site, you grant Rockstable Token a nonexclusive, royalty free, license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit any and all content you provide to Rockstable Token in connection with the Site, software, applications, services, etc. ("User Content") for purposes of Rockstable Token business and commercial use, including without limitation for promoting and redistributing part or all of the Site and any work which may arise and or be derivative from the Site, software or applications, in any media format or venue.
- 3) Your grant of a license does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third-

party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

Eligibility and Permissions/Restrictions.

1. The Rockstable Token website and Point of Sale Application (“POSApp”) are designed and intended to be used to facilitate the use of Ether, the Ethereum digital currency.
2. You warrant and agree that:
 - a) you are over 18 years of age are legally able to enter contracts;
 - b) you will use Rockstable Token , its software, smart contracts, Tokens, applications, and Site solely for lawful purposes;
 - c) you ensure that these Terms are legal for use in the area where you reside and/or are using the Site;
 - d) you are not barred for any reason, or by any entity, including(i) federal, state, or local law, (ii) ordinance, or (iii) court order from using the Site or from purchasing or selling Ether, Bitcoin, or any other digital currency
 - e) you will comply with these Terms and all applicable laws and ordinances;

3. You are not permitted to do the following:

- a) Use the Site or any content obtained through the Site for any commercial purposes without Rockstable Token prior written consent, with the exception of the specific grants contained in the Rockstable Token Evangelist and/ or Vendor Agreements.
- b) Use the Site, Rockstable Token applications, Tokens, smart contracts, etc. for any unlawful purpose.
- c) Copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through or by use of the Site.
- d) Use any robot, bot, spider, crawler, scraper, search and retrieve program, proxy or other manual or automatic device, method or process to access, retrieve, index, “data mine,” in any way when using the Site or in connection with the Site.
- e) Use the Site in any way that could interfere with, disrupt or negatively affect Rockstable Token , its infrastructure, Ethereum, its block chain or application, or the use of Rockstable Token by others.
- f) Use any Rockstable Token software code for your own purposes except as explicitly permitted by these Terms and the Rockstable

Token Evangelist and Vendor Agreements.

- g) Use the Site in connection with any malicious code software or virus, or to modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site.
- h) Circumvent or bypass security measures or restrictions Rockstable Token may have or may develop to limit access to the Site or its software and services.
- i) Permit, encourage, or allow any third party to do what you are not permitted pursuant to these Terms.

Information Rockstable Token Gathers.

1. Rockstable Token is permitted to gather your information when it is used in connection with the Site, software, or services (“User Content.”), including the following:
 - a) Personal Identifying information, including but not limited to your physical address, and contact information, any and all Ethereum identifiers, your purchase patterns, and your patterns of use of the Site. In general, you agree to the collection of this information when you use Ether to purchase goods or services, or to transfer Ether other funds. Rockstable Token will gather and use this information in the same authorized manner.
 - b) Any information which can link you and your information to a living person in the real world.

2. Rockstable Token DOES NOT COLLECT DATA ON CHILDREN. Rockstable Token complies with the Children's Online Privacy and Protection Act. No data is collected on children under 13.
3. Cookies and Advertisers.
 - a) The Site uses cookies - small programs installed on your computer which allow the Site and your computer to recognize each other - to enable the Site to recognize your browser, to streamline services, and to provide you customized content. You can disable use of cookies by using the controls on your browser. If you disable cookies, the Site may not work as designed.
 - b) Rockstable Token has or may have advertisers and Rockstable Token will share your use patterns, likes and dislikes, with its advertisers. This is similar to other social media programs and search engines which tailor advertisements to use.
 - c) For a full explanation of information gathering, use, and retention, see the Privacy Policy.

Other Sites and Services.

- 1) Rockstable Token may permit or invite you to link to other websites, services, or resources on the Internet, and other websites, services, or resources may contain links to the Site ("Third- Party Sites")
- 2) When you access Third-Party Sites, you do so at your own risk. Rockstable Token does not control these sites. As such Rockstable Token is not responsible or liable for the

content, functions, accuracy, legality, appropriateness, or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that Rockstable Token shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such website or resource

Your Ether Account.

Rockstable Token seeks to share the benefits of using Ether as a medium of exchange in the real and digital worlds. You may purchase Ether at any site selling Ether. Rockstable Token ONLY conducts business and exchanges in Ether. You agree to provide Rockstable Token all Ethereum identifiers necessary to facilitate the transfer of Ether and to the lawful use of Rockstable Token tokens and applications.

Limitation of Liability.

You release us from all liability for you having acquired or not acquired Content through the use or access of Rockstable Token . You understand that Rockstable Token may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. We make no representations concerning any Content contained in or accessed through Rockstable Token , and Rockstable Token will not be responsible or liable for the accuracy, copyright compliance, legality or of material contained in or accessed through Rockstable Token .

Rockstable Token AND ANY CONTENT THEREIN ARE PROVIDED "AS IS", "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EM-

PLOYEES, AGENTS, SUPPLIERS, PARTNERS, AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) Rockstable Token WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING Rockstable Token WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO Rockstable Token (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF ONE HUNDRED U.S. DOLLARS (\$100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification. You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to Rockstable Token , or other-

wise from your User Content, violation of these Terms, or infringement by you, or any third party using your account or identity in Rockstable Token , of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

Tax and Local Laws. Nothing on this Site, or in these Terms and Conditions, Privacy Policy, Evangelist Agreement, Vendor Agreement, or information connected with or attributed to Rockstable Token is or shall be construed as Tax Advice nor is it intended to be used for the purpose of avoiding penalties under the Internal Revenue Code, any local or State tax law or ordinance, or any tax liability or duty arising from any foreign government or its taxing authority.

Governing Law and Jurisdiction. These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the state and federal courts of Seattle, Wyoming.

Entire Agreement and Severability. These Terms and Privacy Policy are the entire agreement between you and us with respect to Rockstable Token , including use of the Site, Software, Applications, and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us with respect to Rockstable Token . If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Privacy Policy will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Miscellaneous.

Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

Assignment. These Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations hereunder without consent.

Agency. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

Notices. Unless otherwise specified in these Term, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to legal@rockstable.io

No Waiver. Our failure to enforce any part of these Terms or Privacy Policy shall not constitute a waiver of our right to later enforce that or any other part of these Terms or Privacy Policy. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. Our agents have no authority to alter or waive the Terms or Privacy Policy.

Headings. The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

Copyright Infringement.

If you believe that any material or content distributed by Rockstable Token constitutes copyright infringement, please provide us with the fol-

lowing information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on our Website; your address, telephone number and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. The above information must be submitted to the following legal@rockstable.io.

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