

R-BLOCK INITIAL COIN OFFERING TERMS AND CONDITIONS

1. ABOUT US

- 1.1 R-Block Limited is a private company limited by shares incorporated and registered in England and Wales. Its company number is 10961635, registered office is 48 Fairlawn Mansions, New Cross Road, London, United Kingdom, SE14 5PJ ("**R-Block**").
- 1.2 R-Block can be contacted by writing to R-Block Limited, 48 Fairlawn Mansions, New Cross Road, London, United Kingdom, SE14 5PJ or by emailing hello@rblock.co.

2. INTRODUCTION AND ACCEPTANCE

- 2.1 In these terms and conditions (the "**Terms**"), capitalised words have the meanings set out in clause 5.
- 2.2 By Transferring (defined below) Ether (defined below) or Bitcoin (defined below) to the R-Block Ethereum smart contract address ("the **Smart Contract**") you ("the **Customer**") expressly agree to be bound by all of these Terms. Customer acknowledges that it has read and understood these Terms, and had the opportunity to take such professional advice as it thinks fit in connection with the Terms, the Smart Contract, the ICO Platform (defined below) and CV Tokens. Should the Customer not agree to all of the terms included in these Terms, it should not Transfer any Ether or Bitcoin to the Smart Contract (whether directly or via the Bitcoin Intermediary Address).

3. IMPORTANT TERMS

- 3.1 ***While all of these Terms are important, the Customer should pay particular attention to:***
- (a) ***the Warning of Risk set out in clause 4;***
 - (b) ***information regarding Restricted Jurisdictions (defined below) set out in clause 8;***
 - (c) ***when R-Block may terminate a Coinception (defined below) as set out in clause 11.9 and the consequences of such termination as set out in 11.10;***
 - (d) ***when the Customer is and is not entitled to a refund as set out in clause 13;***
 - (e) ***what the Customer must do set out in clause 14;***
 - (f) ***the disclaimers set out in clause 16; and***
 - (g) ***R-Block's liability to the Customer set out in clause 18.***

4. WARNING OF RISK

- 4.1 ***The Customer acknowledges that Cryptotokens (defined below), Blockchain (defined below) technology and CV Tokens (defined below) are new and relatively untested. They carry inherent risks (that are outside of R-Block's control) as they have technical vulnerabilities, may undergo a community-led change in operating model or technical features (often referred to as a 'fork') and their regulatory status may change at any time in any one or multiple jurisdictions. In addition to this, the value of any Cryptotoken is subject to market forces and its value is not backed by any government or other entity. There is no one entity which is the 'issuer' of a Cryptotoken, and a Cryptotoken does not represent a claim against any issuer, including, for the avoidance of doubt, R-Block.***
- 4.2 ***R-Block is not responsible for secondary market trading of CV Tokens (if any such market should come into existence) and consequently the extreme volatility in demand***

and price that may arise if such market does come into existence is the sole risk of the holder of CV Tokens.

- 4.3 ***R-Block makes no warranties, representations, guarantees or equivalent (whether express or implied) as to the value, utility or legal status of any Cryptotoken (including but not limited to CV Tokens) and assumes no responsibility for the management of Cryptotokens (including but not limited to CV Tokens.)***
- 4.4 ***Before Transferring Ether or Bitcoin to the Smart Contract, the Customer should ensure they have carried out adequate research into the risks and disadvantages of Cryptotokens and has sufficient understanding of the functionality, usage and storage of Cryptotokens, smart contracts and Wallets. By Transferring Ether or Bitcoin to the Smart Contract the Customer confirms to R-Block that they have carried out such research, and understand and accept the risks and disadvantages of Cryptotokens.***
- 4.5 ***One type of fraud which is unfortunately common is for a fraudster to provide a fake address for contributions into an initial coin offering. Before making any Contribution, you must check the Smart Contract address on at least two of the following channels, to confirm that the address aligns between them:***
- (a) ***the Website (www.rblock.co);***
 - (b) ***the R-Block telegram channel (https://t.me/r_block);***
 - (c) ***the R-Block Medium.com page (https://medium.com/@R_Block); and***
 - (d) ***the R-Block YouTube page (https://www.youtube.com/channel/UCwVKvyHNsJtjE_vuVFxlbCQ).***

If the address does not align between the channels, you must not make any Contribution to the Smart Contract, and must alert R-Block of the discrepancy.

5. DEFINITIONS AND INTERPRETATION

5.1 The following definitions and rules of interpretation apply in these Terms:

- (a) **“Account”** means the Customer’s account (including but not limited to username and password) used to access the Platform;
- (b) **“Bitcoin”** means the unit of account for the bitcoin Blockchain;
- (c) **“Bitcoin Intermediary Address”** means the address of the wallet which is used by R-Block for the control and administration of Contributions in the form of Bitcoin, which acts as an interface to the Smart Contract;
- (d) **“Blockchain”** means is a continuously growing list of groups of records, called blocks, which are decentralised, linked sequentially and authenticated using public-key cryptography;
- (e) **“Business Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- (f) **“Close / Closed / Closing”** means the time when Contributions can no longer be made as part of a Coinception;
- (g) **“Coinception”** means an event whereby the Customer can Transfer Ether or Bitcoin to the Smart Contract in return for a Distribution;
- (h) **“Confidential Information”** means any information (whether written, electronic or oral) which has been designated as confidential in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored)

and information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights or know-how. Confidential Information shall include the Software, Services and ICO Platform but shall not include information which:

- (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 26);
 - (ii) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
 - (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
 - (iv) is independently developed without access to the Confidential Information;
- (i) **“Contribution(s)”** has the meaning given to it in clause 10.2;
 - (j) **“Cryptotoken”** means a digital currency, token or coin system in which cryptography and/or the application of distributed computing power are used to regulate the generation of units and to verify Transfers, operating independently of a central bank;
 - (k) **“Cryptotoken Exchange(s)”** means an exchange where it is possible to exchange Cryptotoken for Cryptotoken, fiat currency for Cryptotoken and Cryptotoken for fiat currency;
 - (l) **“Cryptotoken Unit”** means a unit of account in relation to a Cryptotoken, for example Ether, Bitcoin and CV Tokens are examples of Cryptotoken Units;
 - (m) **“Customer Wallet”** means the Customer’s Wallet to which R-Block will Transfer CV Tokens in accordance with these Terms;
 - (n) **“CV Token”** means a Cryptotoken created by R-Block via the Smart Contract, and which is or will be used as payment for the services provided via the R-Block Platform;
 - (o) **“Data Protection Legislation”** means the Data Protection Act 1998, the Data Protection Directive (95/46/EC) and, once it applies, the ‘General Data Protection Regulation’ (Regulation (EU) 2016/679);
 - (p) **“Distribution(s)”** has the meaning given to it in clause 10.2;
 - (q) **“Ether”** means the native unit of account of Ethereum;
 - (r) **“Ethereum”** is the ethereum scripting platform which runs smart contracts based on a Blockchain;
 - (s) **“ICO Platform”** means the web based platform, system and service which R-Block makes available to Customers for the administration of Coinceptions and the Transfers of Contributions and Distributions in accordance with these Terms;
 - (t) **“Intellectual Property Rights”** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software including both source and object code, database right, topography rights, moral rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

- (u) **"Open / Opened / Opening"** means the time when Contributions can first be made as part of a Coinception;
- (v) **"Personal Data"** has the meaning given to it under the Data Protection Legislation;
- (w) **"Personnel"** means the affiliates, officers, directors, employees, agents, contractors, consultants, vendors, and representatives of R-Block;
- (x) **"Private Key"** means the secret code or text that is personal to the Customer and is used with an algorithm to encrypt and decrypt code allowing the Customer to access the Customer Wallet and the Cryptotoken stored in the Customer Wallet;
- (y) **"R-Block Platform"** means the contemplated R-Block platform which allows for the control and management of job references;
- (z) **"Smart Contract"** means: (a) the "token contract" (as such term is used in the Ethereum documentation) script and public address implemented in Ethereum pursuant to the ERC20 token standard and which is used by R-Block for the control and administration of Contributions and other Transfers of CV Tokens; and (b) in respect of Contributions via Bitcoin, the Bitcoin Intermediary Address and R-Block's process to attribute such a Contribution to the relevant Customer in the "token contract" set out above;
- (aa) **"Software"** means the software used by R-Block in the Smart Contract, Website, CV Tokens, ICO Platform and R-Block Platform;
- (bb) **"Transfer / Transferred"** in relation to a Cryptotoken means a cryptographically signed message instructing a ledger transfer of Cryptotoken Units from one Wallet to another Wallet;
- (cc) **"Voted"** means voting through a voting mechanism operated via Ethereum, further details of which shall be set out on the Website;
- (dd) **"Wallet"** means a wallet in relation to a Cryptotoken for the collection, storage and control of Cryptotoken Units; and
- (ee) **"Website"** means <http://rblock.co/>.

- 5.2 Headings used in these Terms are for convenience of reference only and shall not be construed as altering the meaning of these Terms or any of its parts.
- 5.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 5.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other gender.
- 5.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 5.6 A reference to writing or written includes electronic mail.
- 5.7 Any obligation not to do something includes an obligation not to allow that thing to be done.
- 5.8 A reference to these Terms or to any other agreement or document referred to in this Terms is a reference to these Terms or such other agreement or document (as applicable) as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.

- 5.9 References to clauses are to the clauses of these Terms.
- 5.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

6. PROJECT

- 6.1 R-Block intends to build and implement the R-Block Platform.
- 6.2 CV Tokens are the method of value exchange used on the R-Block Platform, CV Tokens do not grant and shall not be construed as granting any legal, governance or other rights over or in relation to the R-Block Platform or R-Block, including but not limited to shareholder rights, statutory rights, rights to dividends or rights to profits.
- 6.3 These Terms only govern the Distributions of CV Tokens pursuant to Contributions that are made via the Smart Contract during Coinceptions. Access to and use of the R-Block Platform (and use of CV tokens on it) will be governed by and subject to additional legal terms, if and when the R-Block Platform is released and operational.
- 6.4 CV Tokens shall be developed and run on the Ethereum Blockchain, however, R-Block reserves the right in its sole discretion to change to another Blockchain or type of technology and in such circumstances, subject to clause 18.1 and 18.2, R-Block shall not be liable to the Customer for any loss or damage it suffers as a result of such a change.
- 6.5 The Project does not encompass and R-Block is not a provider of:
- (a) a Cryptotoken Exchange; or
 - (b) Wallet or custodial services of credentials necessary to access Cryptotokens.

7. REGISTRATION AND AML

- 7.1 In order to Transfer Contributions the Customer must register for an Account with R-Block on the Website.
- 7.2 Without prejudice to any 'know your customer' or 'anti-money laundering' exercise that may be separately conducted, R-Block shall be entitled to take any action to identify the Customer at any time. If R-Block conducts 'know your customer' exercises, 'anti-money laundering' exercises or any other kind of due diligence to verify the identities of all or part of its Customers or to comply with any applicable law or regulation as necessary from time to time, the Customer shall, in a timely manner, provide all such information, documentation and meet all such requests as may be sought or instructed.
- 7.3 If, as a result of a 'know your customer' exercise or otherwise, R-Block becomes aware that the Customer is in breach of these Terms, or any applicable anti-money laundering, counter-terrorism financing or other regulatory requirement, the Distribution to the Customer shall be null and void and all such CV Tokens Distributed to the Customer shall be revoked, cancelled (burned) or returned to R-Block (at R-Block's election) without further notice. As a result, the Customer shall no longer be the controller or owner of such CV Tokens and shall have no right to access or use the ICO Platform or R-Block Platform.

8. RESTRICTED JURISDICTIONS

- 8.1 CV Tokens and the ICO Platform are not offered for use to persons or legal entities which are located in, or have their habitual residence or registered office in a jurisdiction where the holding of CV Tokens or the use of the ICO Platform violates applicable law or regulations ("**Restricted Jurisdiction**").
- 8.2 The Customer warrants and represents that it is not:

- (a) an individual who is temporarily resident in a Restricted Jurisdiction when agreeing to these Terms, or Contributing to a Coinception;
- (b) an individual habitually resident in a Restricted Jurisdiction;
- (c) a corporation, partnership or other legal entity formed under the laws of the any Restricted Jurisdiction;
- (d) an agency, branch or office located in a Restricted Jurisdiction of a corporation, partnership or other legal entity that was formed under laws of any country other than a Restricted Jurisdiction;
- (e) a trust of which any trustee is described in clauses 8.2(a) - (d);
- (f) a legal entity where more than twenty five percent (25%) of the shares of which are owned by or for the benefit of an individual or entity described in clauses 8.2(a) - (e);
- (g) an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in 8.2(a) - (f).

8.3 The Customer warrants and represents that it's decision to make a Contribution was:

- (a) not made inside a Restricted Jurisdiction; and
- (b) not communicated to R-Block from a source within a Restricted Jurisdiction.

8.4 The Customer's Contributions were made on its own account as principal.

8.5 Due to the CV Tokens being offered on the Internet and the Ethereum Blockchain, R-Block and the Customer acknowledge and agree that there is a possibility of CV Tokens coming into the possession of persons or legal entities located in a Restricted Jurisdiction. R-Block explicitly prohibits such persons or legal entities from using CV Tokens and, to the maximum extent permitted by law, R-Block shall not be liable to the such persons or legal entities for any loss or damage it suffers as a result of such use.

9. CV TOKENS

9.1 The Smart Contract address and Bitcoin Intermediary address will be broadcasted by R-Block on the channels shown at clause 4.5.

9.2 CV Tokens carry no rights, express or implied, other than those set out in these Terms.

9.3 R-Block shall use reasonable endeavours to enable CV Tokens to be exchanged on Cryptotoken Exchanges, however, R-Block gives no warranties, representations, guarantees or equivalent (whether express or implied) that CV Tokens will be exchangeable on Cryptotoken Exchanges.

10. CV TOKEN OFFERING

10.1 There will be twenty four million (24,000,000) CV Tokens in total, of which:

- (a) sixty percent (60%) of CV Tokens will be available during 3 Coinceptions;
- (b) fifteen percent (15%) have been pre-allocated to R-Block team and advisors;
- (c) nineteen percent (19%) have been pre-allocated to the R-Block foundation; and
- (d) six percent (6%) have been pre-allocated for bounties and incentives.

10.2 Transfers from the Customer of Ether and Bitcoin to the Smart Contract during a Coinception ("Contributions") will after each Coinception is Closed result in R-Block Transferring (in

accordance with clauses 11.4 and 11.5) the requisite number CV Tokens to the Customer Wallet (calculated in accordance with clauses, 11.7, 11.8 and 11.8) (and each such transfer shall be a “**Distribution**”).

- 10.3 Distributions shall be made to the Customer Wallet and Customer warrants that they control the Private Key to the Customer Wallet.
- 10.4 The method described at clause 10.2 is the only valid way of receiving a Distribution. It is possible that tokens created by third parties with the same or similar name may become available. Due to the decentralised nature of a Blockchain it is not possible to prevent the creation of such tokens and, subject to clauses 18.1 and 18.2, R-Block shall not be liable for any loss or damage caused to the Customer as a result of the existence of such third party tokens.

11. COINCEPTIONS

- 11.1 These terms contemplate three (3) Coinceptions, as follows:
- (a) Coinception 1;
 - (b) Coinception 2; and
 - (c) Coinception 3.
- 11.2 Coinception 1 is contemplated to consist of seven million two hundred thousand (7,200,000) CV Tokens. Coinception 1 shall Open on 30 January 2018 and Close when the hard cap (contemplated to be seven million two hundred thousand (7,200,000) CV Tokens) is reached.
- 11.3 Details as to when Coinception 2 and Coinception 3 shall Open and Close will be broadcast on the channels shown at clause 4.5 prior to the relevant Coinception Opening.
- 11.4 Distributions in relation to Coinception 1 shall be made in the following order:
- (a) thirty percent (30%) within fourteen (14) days of Coinception 1 Closing;
 - (b) forty percent (40%) at the time that a 50% consensus of existing CV Token controllers have Voted that the R-Block Platform is live and operating; and
 - (c) thirty percent (30%) at the time that a 50% consensus of existing CV Token controllers have Voted that there are ten thousand (10,000) users of the R-Block Platform.
- 11.5 Details as to when Distributions in relation to Coinception 2 and Coinception 3 will be made will be broadcast on channels shown at clause 4.5 prior to the relevant Coinception Opening.
- 11.6 In relation to each Coinception, R-Block shall broadcast, on the channels shown at clause 4.5 in advance of the Coinception, the ratio between:
- (a) the market equivalent value of a Contribution (in British pound sterling, or US Dollars) at the date of such broadcast (at a rate determined in R-Block's sole discretion); and
 - (b) the amount of Distribution to be Transferred (subject to these Terms) in relation to that Contribution,
- (the “**CV Token Rate**”).
- 11.7 Where a Coinception involves different tranches of CV Tokens to be made available for Distribution at different CV Token Rates (each a “**Rate Tranche**”), the Website shall set out the applicable CV Token Rate for each Rate Tranche. Within a Coinception, CV Tokens shall be allocated on a first come, first served (based on the time at which the Transfer is received to the Smart Contract), and, in relation to each Contribution, the Rate Tranche with the highest CV Token Rate (i.e. the rate that which would grant the most CV Tokens) which is available

and not already completely allocated shall be applied to calculate the appropriate Distribution for the Contribution.

- 11.8 Where a Contribution would exhaust the available CV Tokens within a Rate Tranche, the portion of the Contribution which exhausts the Rate Tranche shall be applied to Rate Tranche in question, and the remainder portion of the Contribution shall be applied to the next highest available Rate Tranche.
- 11.9 R-Block may in its sole discretion pause, delay or terminate a Coinception where R-Block:
- (a) has detected a security, network performance issue or attack on CV Tokens, the ICO Platform, the Website or the Ethereum Blockchain;
 - (b) is subject to an event listed in clause 28;
 - (c) a change in law or regulation means that the R-Block Platform, or Coinception, becomes inviable or unfeasible for R-Block to operate or administer; or
 - (d) reasonably believes that it is necessary in order to prevent loss or damage to R-Block or the Customer.
- 11.10 If R-Block exercises its rights under clause 11.9 it may in its sole discretion:
- (a) postpone the Coinception Open date and Close date (as applicable); or
 - (b) Distribute CV Tokens based only on the Contributions received, not permit any further Contributions and declare the Coinception Closed.

12. USE OF CONTRIBUTIONS

- 12.1 R-Block intends to use Contributions as follows:
- (a) fifty percent (50%) for building both the R-Block team and the ICO Platform and R-Block Platform;
 - (b) thirty percent (30%) for marketing;
 - (c) fifteen percent (15%) for business operations; and
 - (d) five percent (5%) for legal costs.
- 12.2 The Customer acknowledges and agrees that the percentages at clause 12.1 are only estimates and R-Block may change how the Contributions are used in its sole discretion.

13. REFUNDS

- 13.1 If the Customer is a consumer residing in the European Economic Area it may request that R-Block refund its Contribution provided that:
- (a) the request is made within fourteen (14) days of the date such Contribution was made; and
 - (b) such Contribution has not yet resulted in a Distribution,
- in these circumstances R-Block will Transfer to the Wallet that was used to make the original Contribution, the amount of Cryptotoken Units of the original Contribution in the Cryptotoken that was used to make the initial Contribution. Such transfer will be made within 30 days of the Customer's initial request.

- 13.2 Customer acknowledges and agrees that once it receives a Distribution R-Block has fully performed the services, the Contribution that led to that Distribution is no longer refundable and the Customer can no longer exercise its right contained in clause 13.1.

14. CUSTOMER OBLIGATIONS

- 14.1 The Customer is responsible for the accuracy of all information (including Customer Wallet details) it submits to R-Block and the Customer shall ensure that all such information is up to date at all times.
- 14.2 The Customer represents and warrants at the date the Customer creates their account, the date(s) the Customer makes a Contribution; and the date(s) the Customer receives a Distribution that:
- (a) it is of legal age to form a binding contract (at least 18 years old in most jurisdictions);
 - (b) all information it provides is true, complete, valid and not misleading;
 - (c) that it shall not use the Website, ICO Platform or CV Tokens in any way which:
 - (i) is harmful, unlawful or illegal;
 - (ii) may give rise to civil or criminal liability for R-Block or any of its Personnel;
 - (iii) in R-Block's sole discretion may bring R-Block or any of its Personnel into disrepute;
 - (iv) is on behalf of a third party; or
 - (v) is not expressly authorised by these Terms;
 - (d) it obtained and was given sufficient information about the CV Tokens to make an informed decision to enter into these Terms and has taken advice (commercial, technical, legal or otherwise) in connection with its acquisition or control of CV Tokens;
 - (e) it understands and acknowledges that CV Tokens confer only the right to use and access the R-Block Platform, as set out in clause 6.2, and confer no other rights of any form with respect to the R-Block Platform or R-Block;
 - (f) it is acquiring or gaining control over CV Tokens to access the R-Block Platform and that it is not acquiring CV Tokens for any other use or purpose, including, but not limited to, any investment, speculative or other financial purposes;
 - (g) it understands and acknowledges that Project carries significant execution, financial, regulatory and reputational risks and that the Project may never be completed;
 - (h) it shall have no right against R-Block or any other party to request or require a refund of the Contributions, other than set out in these Terms;
 - (i) it shall be solely liable for any costs or expenses, including but not limited to taxation, which arises as a result of a Contribution, Distribution or the control of or sale of CV Tokens;
 - (j) Distribution to it complies with all laws and regulation applicable to it or the jurisdiction it is located in, or has its habitual residence or registered office in, including, but not limited to:
 - (vi) having legal capacity and any other threshold requirements in its jurisdiction for acquiring or taking control of CV Tokens and entering into contracts with R-Block;

- (vii) any foreign exchange or regulatory restrictions applicable to this contract; and
- (viii) any governmental or other consents that may need to be obtained.

- 14.3 In the event that any of the warranties and representations in clause 14.2 are incomplete, misleading or untrue, R-Block reserves the right to declare null and void any or all Distributions to the Customer and as a result all CV tokens Distributed to the Customer shall be revoked, cancelled (burned), or returned to R-Block (at R-Block's election) without further notice. As a result, the Customer shall no longer be the controller or owner of such CV Tokens and shall have no right to access or use the ICO Platform, or Website.
- 14.4 The Customer agrees to be financially responsible for all of its use of the ICO Platform and Website (including any unauthorised use of its Account or the ICO Platform as described in this clause 14 or clause 20, which is strictly prohibited).
- 14.5 The Customer agrees to fully reimburse and compensate R-Block on demand from and against any and all damages, liability and costs (including reasonable legal fees) incurred by R-Block in connection with any claim arising out of:
- (a) any fraud or fraudulent misrepresentation the Customer commits;
 - (b) any inaccuracy or defect in any of the information the Customer provides to R-Block;
 - (c) any breach of applicable law or regulation by the Customer;
 - (d) any failure to comply with guidelines or reasonable instructions issued by R-Block from time to time in respect of the Customer's use of the ICO Platform, Website or CV Tokens;
 - (e) any use of the Customer's Account by a third party;
 - (f) any breach by the Customer of these Terms; and
 - (g) third party claims arising from the Customer's use of the ICO Platform or CV Tokens.
- 14.6 The Customer shall cooperate with R-Block in the defence of any claim R-Block receives in relation to the Customer's use of the ICO Platform, Website or CV Tokens.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Customer acknowledges that all right, title and interest in the ICO Platform, R-Block Platform and all Software provided or used by R-Block under these Terms including all Intellectual Property Rights, belong to and are retained solely by R-Block or its third-party suppliers. These Terms do not provide the Customer with title or ownership of any Intellectual Property Rights or other rights other than the rights specified in these Terms.
- 15.2 If the Customer suggests any new features or functionality for the Software, ICO Platform, R-Block Platform or CV Token that R-Block subsequently incorporates, such new features or functionality shall be the sole and exclusive property of R-Block and shall be free from any confidentiality restrictions that might otherwise be imposed upon R-Block pursuant to these Terms.

16. DISCLAIMERS

- 16.1 R-Block shall provide the Smart Contract, CV Tokens and the ICO Platform using reasonable care and skill. However, the Customer acknowledges that Software, the internet and other technology (included but not limited to Blockchain technology) upon which R-Block relies is never completely error free and technical disruptions and human error may interfere with the use of (or cause a loss of) CV Tokens.

- 16.2 R-Block shall use reasonable efforts to release an operational version of the R-Block Platform, however, R-Block makes no warranties, representations or guarantees (whether express or implied) that the Platform will be released or operational at any point in time. The Smart Contract, CV Tokens, the ICO Platform and the R-Block Platform are provided on an **“AS IS” AND “AS AVAILABLE” BASIS AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.**
- 16.3 R-Block is not in a position, nor shall these Terms be construed as requiring or obliging R-Block, to keep the controllers of CV Tokens up to date with all information on the development of the R-Block Platform or the progress R-Block is making.
- 16.4 The Project, including the development of the R-Block Platform, has been designed to meet a perceived need in the market. It is possible that R-Block, the ICO Platform, R-Block Platform and/or CV Tokens will not be used by a large enough number of individuals, businesses or other organisations and that there will be limited public interest in the creation and development of its functionalities to make the development or maintenance of the Project or R-Block Platform commercially viable. It is also possible that a change in law or regulation means that R-Block, the ICO Platform, R-Block Platform and/or CV Tokens become unviable or unfeasible to proceed with as anticipated. Such lack of interest or change in law or regulation could impact the funding and development of the Project, the R-Block Platform and consequently the usability of CV Tokens.
- 16.5 R-Block gives no representations, warranties, guarantees or equivalent (whether express or implied) that CV Tokens are not considered a security in certain jurisdictions and the Customer acknowledges that Blockchain technology and networks, Cryptotokens and CV Tokens could be impacted by regulatory inquiries or actions, including but not limited to restrictions on the use or possession of Cryptotokens. The Customer undertakes not to use CV Tokens in a jurisdiction where their use is illegal and shall bear its own legal or financial consequences if CV Tokens are deemed by a competent authority to be a security, classified as illegal in a certain jurisdiction or regulatory action impedes or limits their existence, permissibility of use and possession and value in any jurisdiction.
- 16.6 CV Tokens are currently issued on the Ethereum Blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause CV Tokens to malfunction or function in an unexpected or unintended manner. Ether may itself lose value and hence impact the value of CV Tokens and other unforeseeable changes in Ethereum, whether intended or not, may likewise impact the value and usability of CV Tokens.
- 16.7 If CV Tokens become exchangeable on Cryptotoken Exchanges, in accordance with clause 9.3 no guarantees are given in relation to the capacity or volume of such Cryptotoken Exchanges and the Customer acknowledges that there may be a limited market for CV Tokens resulting in the Customer being unable to exchange CV Tokens for either other Cryptotokens or fiat currency.

17. FINANCIAL REGULATION

- 17.1 CV Tokens and the ICO Platform are unregulated. R-Block is not a financial institution and is currently not under supervision of any financial supervisory authority. R-Block does not provide any licensed financial services and the Project is not a public offering of equity or debt.
- 17.2 These Terms do not constitute an offer or solicitation to buy or sell shares or securities in any jurisdiction.
- 17.3 None of the information or analyses presented is, nor is intended to be, the basis for any investment decision, and no specific recommendations are made or intended. CV Tokens or R-Block services offered on the ICO Platform or R-Block Platform are not, do not offer, and shall not be construed as investments or financial products of any kind.

18. LIMITATION OF LIABILITY

18.1 Nothing in these Terms shall limit or exclude liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

18.2 If the Customer is a consumer residing in the European Economic Area, nothing in these Terms shall limit to less than the amount of the Customer's Contribution(s) (where each Contribution is measured in British pounds sterling market equivalent value as of the time and date of its Transfer to the Smart Contract (at a rate determined in R-Block's sole discretion)) R-Block's liability to the Customer for R-Block's failure to perform the services under these Terms with reasonable skill and care.

18.3 Subject to clauses 18.1, R-Block and the Customer shall not be liable for any:

- (a) indirect, special or consequential loss or incidental loss;
- (b) loss of profit;
- (c) loss of business or business opportunity;
- (d) loss of revenue;
- (e) loss of anticipated savings;
- (f) wasted expenditure;
- (g) loss of goodwill;
- (h) loss or corruption of data;
- (i) loss caused as a result of the Customer's negligence, lack of understanding of Cryptotokens, Blockchain technology or networks, Transfers or Wallets or failure to follow any reasonable instructions issued by R-Block;
- (j) loss caused as a result of the loss, theft or destruction of the Customer's Private Key(s);
- (k) loss caused by advances in technology or cryptography (including but not limited to development of quantum computers) that effects the security of Cryptotokens;
- (l) loss caused by mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks;
- (m) loss caused by a change in the exchange rate or value of any Cryptotoken (including as a result of the acts or omissions of R-Block);
- (n) loss caused by any legal, regulatory or technical changes in any part of the world relating to Cryptotokens or Blockchain technology;
- (o) loss caused by a technical vulnerability in any Cryptotokens or Blockchain technology;
- (p) loss caused by a Cryptotoken community decision to change the operating model or technical features of a Cryptotoken (whether or not this results in a 'fork');
- (q) loss caused by an unforeseeable event set out in clause 28;

- (r) loss caused by the Customer or any third party;
- (s) loss caused by a security breach as detailed in clause 20.3;
- (t) loss caused by the Customer's chosen method of storing and moving Cryptotoken (including but not limited to the security systems the Customer Wallet has in place); and
- (u) loss caused by the acts of omissions of a bank or banking services provider to R-Block,

(even if advised of the possibility of such loss or damage) arising under or in connection with these Terms whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.

Subject to clause 18.1 and 18.2, the total aggregate liability for R-Block or the Customer arising under or in connection with these Terms in any twelve (12) month period, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to the total amount of the Customer's Contribution(s) (where each such Contribution is measured in British pounds sterling market equivalent value as of the time and date of its Transfer to the Smart Contract (determined in R-Block's sole discretion)) Transferred by the Customer to R-Block in the twelve (12) months immediately prior to the event giving rise to the first claim in the relevant twelve (12) month period.

19. ACKNOWLEDGMENT OF CONSUMER PROTECTION LAWS

Please note that in some jurisdictions consumer protection laws may not allow certain disclaimers or exclusions or limitations of liability and consequently some of the disclaimers, exclusions and limitations of liability in these Terms may not apply.

20. SECURITY

- 20.1 The Customer shall implement and maintain reasonable and appropriate measures designed to secure access to:
- (a) its Account;
 - (b) any device associated with the email address associated with its Account; and
 - (c) Private Keys (howsoever stored) required to access any relevant Wallet relating to their Contribution or Distribution.
- 20.2 The Customer shall not access their Account using any service or technology that hides or disguises the actual internet connection of the Customer (including but not limited to proxies and virtual private networks).
- 20.3 The Customer's Account is personal to the Customer and the Customer shall not share their Account with anyone. If the Customer suspects or becomes aware of any unauthorised use of its Account or any security breach it shall immediately inform R-Block by sending an email to the address set out in clause 1.2. R-Block shall take such actions and measures as may be (in R-Block's sole discretion) possible and reasonably necessary to attempt to secure the Customer's account, the Website, the ICO Platform, CV Tokens and systems as a whole.

21. PERSONAL INFORMATION

- 21.1 Our Privacy Policy at: www.rblock.co/privacypolicy.htm sets out how we gather, store, use and disclose personal information and agreement to our processing personal information in these ways forms part of these Terms.

22. DELAY IN ENFORCING RIGHTS

If R-Block does not insist immediately that the Customer does something it is required to do under these Terms, or if R-Block delays in taking steps against the Customer in respect of it breaking these Terms, this will not mean that the Customer will not have to do those things and it will not prevent R-Block from taking steps against the Customer at a later date.

23. WHAT HAPPENS IF A COURT FINDS THESE TERMS TO BE ILLEGAL

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 23 shall not affect the validity and enforceability of the rest of these Terms.

24. TRANSFERRING THESE TERMS

R-Block may transfer its rights and obligations under these Terms to another organisation. R-Block will always inform the Customer in writing if this happens and will ensure that the transfer will not affect the Customer's rights under these Terms. The Customer may only transfer its rights or obligations under these Terms (other than a CV Token itself) to another person if R-Block agrees to this in writing in advance of such a transfer.

25. NO OTHER PARTY OTHER THAN R-BLOCK AND THE CUSTOMER HAVE RIGHTS UNDER THESE TERMS

These Terms are between R-Block and the Customer. No other person shall have any rights to enforce any of the terms. Neither R-Block nor the Customer will need to get the agreement of any third party in order to make any changes to these Terms.

26. CONFIDENTIALITY

The Customer and R-Block shall each protect each other's Confidential Information against any unauthorised disclosure, not make use of any such Confidential Information for any purpose other than in connection with these Terms and shall notify the each other if it becomes aware of any such unauthorised disclosure.

27. NOTICES

27.1 All notices, invoices, requests, demands or communications required or permitted by these Terms shall be in writing and delivered personally, by electronic mail or post to R-Block using the details at clause 1 and to the Customer using such details as agreed in writing by R-Block and the Customer. All notices, requests, demands or communications shall be deemed received upon receipt for personal delivery, or on the Business Day following the date of sending if sent using electronic mail or post.

27.2 This clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28. UNFORESEEABLE EVENTS

Neither R-Block or the Customer will be liable to the other for any delay or non-performance of its obligations under these Terms arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, hacking, war, fire, flood, failure of a Cryptotoken, a change in law or regulation which means that the R-Block Platform, or Coinception, becomes inviable or unfeasible for R-Block to operate or administer, accident, strikes, lock-outs or other industrial action, breakdown of plant or machinery, explosion or civil commotion.

29. NO PARTNERSHIP OR AGENCY

- 29.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between R-Block and the Customer, constitute any R-Block or the Customer as agent of any other person, or authorise R-Block or the Customer to make or enter into any commitments for or on behalf of any other person.
- 29.2 R-Block and the Customer confirm they are acting on their own behalf and not for the benefit of any other person.

30. DISPUTES AND COMPLAINTS

- 30.1 These Terms shall be governed by and construed in accordance with the laws of England. Any dispute, controversy or claim arising out of or in relation to the Terms shall be dealt with exclusively by the courts of England.
- 30.2 If the Customer has a complaint or query about these Terms, the Smart Contract, the ICO Platform and/or CV Tokens, the Customer should contact R-Block using the details shown at clause 1.