

# TERMS AND CONDITIONS

## for participants acquiring **ZEEW** Tokens

18 February 2018

READ THESE TERMS AND CONDITIONS (“Terms”) CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT <https://ico.zeew.eu/> (“Website”) AND PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS UNDER THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED PARTICIPANT OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS/SERVICES. “YOU” SHALL BE CONSTRUED AS REFERRING TO YOURSELF OR THE ENTITY YOU REPRESENT.

**ZEEW** RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON WITHOUT YOUR CONSENT. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE WEBSITE. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS. THESE TERMS ARE MOSTLY FOCUSED ON THE DISTRIBUTION OF CREDERUM ZEEW TOKENS.

THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY **ZEEW**, DOES NOT CONSTITUTE AN OFFER, SOLICITATION OR ADVICE TO SELL OR INVEST IN SHARES OR SECURITIES IN **ZEEW** OR THE WEBSITE OR THE PRODUCTS OFFERED THERETO. NONE OF THE INFORMATION OR ANALYSES PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND ZEEW's SERVICES AND THE WEBSITE ARE NOT, DO NOT OFFER AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS, BUT AS CRYPTOGRAPHIC TOKENS.

ACCORDINGLY, ANY ACQUISITION OF CRYPTOGRAPHIC TOKENS FROM **ZEEW** DOES NOT PRESENT AN EXCHANGE OF CRYPTOCURRENCIES FOR ANY FORM OF ORDINARY SHARES IN **ZEEW** OR THE WEBSITE, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, ISSUED BY ZEEW IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR OTHER REVENUE RIGHT. HOLDERS OF **ZEEW** ZEEW CRYPTOGRAPHIC TOKENS ARE ONLY ENTITLED TO THE CERTAIN RIGHTS WITHIN THE **ZEEW** IN ACCORDANCE WITH THE TERMS SET OUT HEREIN.

**ZEEW** CRYPTOGRAPHIC TOKENS ARE AVAILABLE TO PARTICIPANTS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC TOKENS AND **ZEEW** DOES NOT, CURRENTLY PROVIDE EXCHANGE OF **ZEEW** CRYPTOGRAPHIC TOKENS FOR FIAT CURRENCY. **ZEEW** ALSO DOES NOT PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE TOKENS.

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA AND ANY OF ITS LANDS, SHALL NOT USE THE WEBSITE OR **ZEEW** TOKENS AND SHALL LEAVE THIS WEBSITE IMMEDIATELY. ZEEW SHALL NOT BE RESPONSIBLE FOR FRAUDULENT, DECEPTIVE OR OTHERWISE MALICIOUS USE OF ANY TOOLS WHATSOEVER BY PERSONS OR ENTITIES BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA AND ANY OF ITS LANDS TO USE THE WEBSITE OR **ZEEW** TOKENS UNDER THE SEMBLANCE OF PROVENANCE FROM ANY OTHER COUNTRY OR JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA AND ANY OF ITS LANDS.

**ZEEW** EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

□ YOU HEREBY WARRANT THAT YOU ARE NOT A PROHIBITED PARTICIPANT AS DEFINED IN THESE TERMS AND YOU UNDERSTAND AND AGREE THAT TOKENS ARE NOT AVAILABLE TO PROHIBITED PARTICIPANTS. ZEEW RETAINS THE RIGHT NOT TO ALLOW THE USE OF THE PLATFORM TO ANY PROHIBITED PARTICIPANT.

□ YOU HEREBY CONSENT TO THE COLLECTION, PROCESSING AND STORAGE OF ANY PERSONAL DATA BY THE ZEEW IN ACCORDANCE WITH THE GENERAL DATA PROTECTION REGULATION ('GDPR').

□ YOU HEREBY CONSENT THAT NEITHER YOU NOR YOUR IMMEDIATE FAMILY MEMBERS AND/OR CLOSE ASSOCIATE/S ARE POLITICALLY EXPOSED PERSONS.

## 1. TERMS

1.1. The following terms shall have for the purposes of these General terms and conditions the following meanings:

- a) *“Agreement”* means these terms and conditions, including Schedule A.
- b) *“Digital Asset”* are tokens, available on a particular public blockchain network, which includes Ether.
- c) *“Crypto Currency”* the same as *“Digital Asset”*.
- d) *“ETH”* or *“Ether”* shall mean the value token on the Ethereum blockchain called *“ether”*.
- e) *“Ethereum”* shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- f) *“European Economic Area”* or *“EEA”* shall mean all European Union states.
- g) *“Maximum Threshold”* has the meaning set out in paragraph 4.2
- h) *“Minimum Threshold”* has the meaning set out in paragraph 4.17
- i) *“Project”* shall have the meaning set out in section 3.
- j) *“Restricted Areas”* shall have the meaning set out in paragraph 7.1.
- k) *“ZEEW”* means **ZEEW** Cryptographic Token as set out in paragraph 4.1.
- l) *“ZEEW IP”* has the meaning, set out in paragraph 13.1.
- m) *“Terms”* means these General Terms and Conditions.
- n) *“Third-party Wallet”* is a solution, enabling Participants to store their Digital Assets and ZEEW Tokens.
- o) *“Total ZEEW Tokens Number”* shall have the meaning, set out in paragraph 4.2.
- p) *“Participant (s)”* shall mean any person, whether natural or legal, accessing the Website, or directly/indirectly making use of the Project or ZEEW.

- q) “*Website*” shall mean <https://Zeew.eu>, set out in section 2.
- s) “*ICO Campaign*” ZEEW Tokens distribution in return for other crypto currency.
- t) Reward Campaigns shall have the meaning set out in section 5.
- u) “*Politically Exposed Person*” generally includes all persons who fulfil a prominent public function as assigned to it by the Fourth (4th) Anti-Money Laundering and Financing of Terrorism Directive;
- v) “*Prohibited participant*” means
- (i) a natural person wishing to become a Participant and being a citizen, national, resident or having a similar connecting factor to; or
  - (ii) a juridical person wishing to become a Participant and being incorporated, registered or effectively managed and controlled from or in:
    - a. a country, jurisdiction or territory where the Token Offer, if applicable, or the holding and use of Tokens and/or virtual currencies or other tokens at any other moment in time is prohibited by laws, regulations or other practices and policies in the said country, jurisdiction or territory, which is taken to include, but is not limited to U.S.A., China, Singapore or any other jurisdictions where the aforementioned are prohibited or;
    - b. countries, regimes and organisations which are subject to international sanctions issued by the United Nations Security Council, European Union or by the United States of America as updated from time to time and which shall include persons, groups and entities subject to such sanctions. This shall include any person representing or acting on behalf of such restricted Prohibited Participant/s in any manner or capacity whether openly or covertly;

## 2. Website

2.1. **ZEEW** reserves the right, at its sole and absolute discretion and without giving prior notice, to:

- a) vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website;
- b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. No **ZEEW** Party will be liable for any Loss which may be incurred.

2.2. The Website may contain hyperlinks to websites which are not maintained or controlled by **ZEEW**. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk. All **ZEEW** Parties disclaim any responsibility and liability for any third party content contained in websites linked to on the Website and shall not be liable for any Loss arising from you accessing or using such websites.

2.3. The inclusion of any hyperlink does not imply endorsement by **ZEEW** of such websites. Under no circumstances shall **ZEEW** be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Website is linked.

## 3. The Project

3.1. The aim of **ZEEW** is to develop and deploy software and technologies for on demand delivery in European Union.

3.2. For operating on demand delivery business **ZEEW** shall incorporate The Main Company and its subsidiaries in EU states and other jurisdictions.

3.3. For development of project **ZEEW** shall release ZEEW Tokens in return for other crypto currency during ICO Campaign.

3.4. The funds raised from the ZEEW Tokens distribution will belong to **ZEEW** and will be used for, inter alia, the development, marketing, operations, legal, governmental duties and running of the Project, as defined above.

3.5. The Project does not encompass and **ZEEW** is not a provider of:

- a) exchange services between virtual currencies and fiat currencies,
- b) wallet or custodial services of credentials necessary to access virtual currencies.

3.6. Participants understand and accept that the Project is currently in alpha development phase and that it still requires substantial development works. This work might take more time than it was announced and also can never be completed due to currently unforeseen reasons. Terms and Roadmap given in Whitepaper and published on Website are given for reference only.

#### 4. ZEEW Tokens

4.1. **ZEEW** will create ZEEW cryptographic tokens compatible with ERC20 Ethereum Token Standard.

4.2. Total amount of ZEEW Tokens available during the ICO Campaign shall depend on the amount of crypto currency contributed but will not exceed maximum 12.000.000 (Twelve million) ZEEW Tokens ("Maximum Threshold").

4.3. During ICO Campaign ZEEW tokens exchange rate shall be 1 (One) ZEEW for 1 USD (One USD).

4.4. During ICO Campaign ZEEW Tokens are available in exchange on contribution in other crypto currency.

4.6. For calculation purpose every contribution shall be exchanged to Ethereum

crypto currency based on the exchange rate provided by <https://www.coingecko.com> website at the time contribution was made. If direct exchange from contributed crypto currency to Ethereum is not available exchange rate will be calculated through Bitcoin rate.

4.7. Contributors shall have right to receive bonuses as follows:

Follow our campaign page for distribution <http://ico.zeew.eu>

4.8 ZEEW Tokens that belong to **ZEEW** team shall be locked for sale with smart contract till the 04 November 2018.

4.9. **ZEEW** shall not create additional ZEEW Tokens in any time after the initial token release.

4.10 ZEEW Token smart contract address will be published in due time, prior the token distribution.

4.12 **ZEEW** reserves the right to use an emergency stop functionality to stop the distribution process. Use of this functionality shall remain at the discretion of **ZEEW** and shall only be used in limited situations, such as, but not limited to:

- a) detection of a serious security issue,
- b) serious network performance issue, depriving all Participants of equal treatment,
- c) any type of material attack on the ZEEW Tokens, Website or Ethereum network.

- 4.13. Contributors, wishing to participate in the ZEEW Tokens distribution, will be obliged to provide an Ethereum Address Wallet, for which they control the private key, meaning that such address and/or private key cannot belong to a third party, such as a Digital Assets exchange.
- 4.14 ZEEW Tokens shall be distributed to Contributors Ethereum Address Wallet 1 (One) week after ICO Campaign ends.
- 4.15 **ZEEW** shall in no way be responsible for any funds lost due to the Participants' negligence, lack of diligence, or failure to follow any instructions issued by **ZEEW**, including sending funds through crypto currency exchange(s)
- 4.16 In order for the public distribution in accordance with paragraph 4.15 to take place, at least 200.000 USD (Two hundred thousand USD) have to be contributed during the ICO Campaign in accordance with the terms set out herein ("Minimum Threshold"). If Minimum Threshold is not achieved, then all contributed crypto currency shall be returned within 15 (Fifteen) days to the Participants who contributed such crypto currency i.e. to the same addresses from which the crypto currency was sent. Consequently, the Participants would not receive any ZEEW Tokens.
- 4.17. If Maximum Threshold is achieved at any time of ICO Campaign **ZEEW** shall stop accepting contributions and announce the end of ICO Campaign on Website.
- 4.18. **ZEEW** shall return all crypto currency contributed after the end of ICO Campaign to the same addresses from which crypto currency was sent.
- 4.19. ZEEW Tokens carry no rights, express or implied, other than those set out herein.
- 4.20. ZEEW Tokens shall NOT be construed as granting any legal governance rights of **ZEEW** or any legal company incorporated after ZEEW Tokens distribution, such as voting in the annual general meeting, other statutory rights, rights to dividends or profits and similar.
- 4.21. All ZEEW Tokens shall be publicly viewable via Ethereum blockchain explorers such as <https://etherscan.io>.
- 4.22. The only official and authorized website for ZEEW Token distribution is the Website. The Participant (s) must ensure that the URL of the web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct. **ZEEW** may partner with third party service provider to enable easier acquisition of ZEEW Tokens with crypto currencies other than Ethereum.

- 4.23. Save for the exception stipulated under paragraph 4.17, all contributions to **ZEEW** in acquiring ZEEW Tokens are final and non-refundable. By participating in the ZEEW Token distribution, you acknowledge that **ZEEW** is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund.
- 4.24. ZEEW Token is not a consumer product and its Participants accept explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.
- 4.25. **ZEEW** reserves the right to change the dates set out in in these Terms at any given time due to technical or organizational reasons, without any duty to provide any reason(s) to the Participants or the public. Any such changes will be published on the Website.

## 5. Reward Campaigns

- 5.2. Reward Campaigns shall NOT be construed as granting any legal governance rights of **ZEEW** or any legal company incorporated after ZEEW Tokens distribution, such as voting in the annual general meeting, other statutory rights, rights to dividends or profits and similar.

### 5.4. Benefit Equivalent Campaign rules:

- 5.4.1. Campaign shall start in March-April 2018.

- 5.4.2. Campaign shall last as long as ZEEW Tokens exists or until Ethereum blockchain exists or until **ZEEW** announce the end of Campaign whatever comes first.

## 6. Risks

- 6.1. You understand that crypto currency, ZEEW Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and relatively untested and outside of **ZEEW's** exclusive control and any adverse changes in market forces or the technology impacting **ZEEW's** performance under this Agreement shall absolve **ZEEW** from responsibility over any delayed or unachieved milestones.
- 6.2. In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, the crypto currency, the ZEEW Tokens and other relevant technologies mentioned herein, and that you absolve **ZEEW** from any and all responsibility on any damages occurring in light of the risks listed below:

### a) Legal risks regarding securities regulations

There is a risk that in some jurisdictions the ZEEW Tokens or other crypto currency might be considered to be a security, or that it might be considered to be a security in the



future. **ZEEW** does not give warranties or guarantees that ZEEW Tokens are not a security in all jurisdictions. Each Participant of ZEEW Tokens shall bear its own legal or financial consequences of ZEEW Tokens being considered a security in their respective jurisdiction.

Every Participant is bound to check if acquisition and disposal of ZEEW Tokens is legal in its jurisdiction, and by accepting these Terms each Participant undertakes not to use ZEEW Tokens should their use not be legal in the relevant jurisdiction. If a Participant establishes that the use of ZEEW Tokens under these Terms is not legal in its jurisdiction, it shall neither use the ZEEW Tokens nor acquire them, and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which have so far given mixed reactions and opinions depending on the jurisdiction. The legal ability of **ZEEW** to provide ZEEW tokens in some jurisdictions may be hindered or eliminated by future regulation or legal actions. In the event, it turns out with a high degree of certainty that ZEEW Tokens are not legal in certain jurisdiction, **ZEEW** will either:

- 1) cease operations in that jurisdiction, or
- 2) adjust ZEEW Tokens and in a way to comply with the regulation should that be possible and viable.

#### b) Risks associated with Ethereum

ZEEW Tokens are issued on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the ZEEW Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value and hence impact the value ZEEW Tokens. Other unforeseeable changes in Ethereum, whether intended or not, may likewise impact the value and usability of ZEEW Tokens. More information about Ethereum is available at <https://www.ethereum.org>

#### c) Risk of unfavorable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and crypto currencies and ZEEW Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like ZEEW Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

d) Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website, Ethereum Network or the availability of ZEEW

Tokens and crypto currency in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

e) Risk of security weaknesses in the Website and ZEEW Tokens source code or any associated software and/or infrastructure

There is a risk that the Website and ZEEW Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of ZEEW Tokens.

f) Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to crypto currencies, Ethereum, ZEEW tokens, which could result in the theft or loss of ZEEW Tokens.

g) Risk of mining attacks

As with other decentralized crypto currencies, the Ethereum blockchain, which is used for the ZEEW Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the ZEEW Tokens, expected proper execution and sequencing of ZEEW Tokens, and expected proper execution and sequencing of Ethereum smart contract computations in general. Despite the best efforts of **ZEEW** and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the ZEEW Tokens interact with and consequently the ZEEW Tokens may be impacted also in that way to the extent described above.

h) Risk of low or no liquidity

Even though there are currently online service available which enable possibility of exchange of cryptographic tokens with other such tokens or even enable the exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that ZEEW Tokens will be listed or made available for exchange with other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that

such exchange, if any, might be subject to poorly-understood regulatory oversight, and **ZEEW** does not give any warranties in regard to any exchange services providers. Participants might be exposed to fraud and failure. In any case, **ZEEW** will not enable exchange of ZEEW Tokens for other cryptographic tokens or for fiat currency, although it will commit reasonable endeavors to list ZEEW Tokens on such exchange(s).

i) Risk of loss of value

Value of ZEEW Tokens may fluctuate and their Participants might suffer loss in value of such acquired tokens. There might be various reasons that would cause unfavorable fluctuations of the value of the ZEEW tokens.

k) Risk of malfunction in the Ethereum network or any other blockchain

It is possible that the Ethereum network or any other network, to which the ZEEW Tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that results in the loss of ZEEW Tokens.

l) Internet transmission risks

You acknowledge that there are risks associated with using the ZEEW Tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that **ZEEW** shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and ZEEW Tokens, howsoever caused.

m) Unanticipated risks

Crypto currencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that **ZEEW** cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

n) ZEEW and **ZEEW** project, as developed may not meet your expectations

**ZEEW** project is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of project and ZEEW tokens may not be met upon deployment of the project, additional products and services for any number of reasons, including a change in the design and

implementation plans and execution of the implementation of ZEEW Tokens. **ZEEW** does not offer any guarantee as to the marketability or expected use of the ZEEW tokens.

o) The Project may never be completed or released

The project, described in section 3, may never be released and operational, even though **ZEEW** will make reasonable efforts to complete and deploy it.

6.3. The ZEEW tokens are provided “as is”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the ZEEW Tokens, including any warranty that the ZEEW Tokens will be uninterrupted, error-free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non- infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

## 7. Eligibility

7.1. The Website and ZEEW Tokens are not offered for use to natural and legal persons having their habitual residence or their seat of incorporation in the United States of America (“Restricted Areas”) & China. In addition to the above, Participant (s) shall warrant that they adhere to the terms and conditions stipulated in Schedule A.

7.2. Natural and legal persons with their habitual residence or seat of incorporation in the Restricted Areas shall not use the Website and ZEEW tokens.

7.3. **ZEEW** reserves its right to decide in its own discretion to adopt reasonable organizational and technical measures to ensure that the Website and ZEEW Tokens are not available to persons from paragraph 7.1. Due to the ZEEW Tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) **ZEEW** and Participants understand that there is a possibility that there might be a certain “flow back” of ZEEW Tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. **ZEEW** consequently explicitly prohibits persons from paragraph 7.1 from using the ZEEW Tokens. **ZEEW** shall not be held liable for any legal or monetary consequence arising of such use. Such persons using ZEEW tokens despite the prohibition shall on first request indemnify and hold harmless ZEEW from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 7.3. Any person, matching the criteria from paragraph 7.1, shall immediately stop using ZEEW Tokens and leave the Website.

7.4. If you are registering to use the ZEEW Tokens on behalf of a legal entity, you represent and warrant that:

- a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
- b) you are duly authorized by such legal entity to act on its behalf.

7.5. You further represent and warrant that you:

- a) are of legal age to form a binding contract (at least 18 years old in most jurisdictions);
- b) have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party;
- c) are not located in, under the control of, or a national or resident of any Restricted Areas;
- d) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);
- e) will not use the ZEEW Tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms;
- f) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software;
- g) have carefully reviewed the content of this document and have understood and agreed with these Terms,
- h) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the ZEEW Token;
- i) you have read and understood these Terms completely;
- j) you have obtained and was given sufficient information about the ZEEW Tokens to make an informed decision to acquire them;
- k) you understand that the ZEEW Tokens confer no other rights of any form with respect to **ZEEW**;

l) you are acquiring ZEEW Tokens to support **ZEEW** project's development, testing, deployment and operation; and that you are not acquiring ZEEW Tokens for any other use or purpose, including, but not limited to, any investment, speculative or other financial purposes; and

m) your purchase of ZEEW tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to,

1) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the and entering into contracts with us,

2) any foreign exchange or regulatory restrictions applicable to such purchase, and

3) any governmental or other consents that may need to be obtained.

## 8. Financial Regulation And Cooperation With Legal Authorities And Authorized Financial Institutions And Regulators

8.1. The ZEEW Tokens are unregulated. **ZEEW** is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes significantly impact operations of ZEEW Tokens and the Platform. **ZEEW** is not a financial institution and is currently not under supervision of any financial supervisory authority. **ZEEW** does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This ZEEW Token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

8.2. ZEEW Tokens have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold in the United States or to or for the benefit of US persons (as defined in Regulation under the Securities Act) unless they are so registered, or an exemption from the registration requirements of the Securities Act is available.

8.3. This document or any other document, produced and signed by **ZEEW**, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

8.4. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and **ZEEW** services and the Website are not, do not offer and shall not be construed as investment or financial products.

8.5. **ZEEW** undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions if so required under the relevant laws.

## 9. Liability

9.1. **ZEEW** and its affiliates and their respective officers, employees or agents will in regard to the Website and ZEEW Tokens not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to loss of profits, trading losses or damages that result from use or loss of use of this Website and ZEEW Tokens), even if **ZEEW** has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of ZEEW tokens and/or the Website.

9.2 . Further, neither **ZEEW** nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:

- a) your inability to use the Website or ZEEW Tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this Agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions;
- b) the cost of procurement of substitute goods or services;
- c) any investments, expenditures, or commitments by you in connection with this Agreement or your use of or access to the Website and **ZEEW** Tokens; or
- d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website and ZEEW Tokens.

9.3. You waive your right to demand the return of any cryptographic tokens you exchanged with us for the purpose of acquiring ZEEW Tokens, including, without limitation, a demand for specific performance.

9.4. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third- party claim concerning this Agreement or your use of the Website and ZEEW Tokens contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

9.5. The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. **ZEEW** and/or its suppliers may make improvements

and/or changes to the Website at any time. **ZEEW** makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website, ZEEW tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website and ZEEW tokens, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. **ZEEW** hereby disclaims all warranties and conditions with regard to the Website, ZEEW Tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

9.6. You warrant to **ZEEW** that you will not use the Website or the ZEEW Tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the ZEEW

Tokens in any manner that could damage, disable, overburden, or impair the ZEEW Tokens or the Website.

## 10. Security

10.1. You will implement reasonable and appropriate measures designed to secure access to:

a) any device associated with the email address associated with your account with ZEEW Tokens,

b) private keys required to access any relevant Ethereum address.

10.2. In case you suspect a security breach in any of the abovementioned, you will inform us immediately so we can take all required and possible measures to secure your account, the Website, ZEEW Tokens and systems as whole.

## 11. Privacy

11.1. As a principle, **ZEEW** may collect only what it needs and will not share your personal information with any third parties other than our identity verification partner, if it applies. Even within **ZEEW**, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters.

11.2. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.



- 11.3. **ZEEW** collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release your personally-identifiable information to any third party without your consent, except as set forth herein.
- 11.4. Before permitting you to use our Website and acquiring ZEEW tokens, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.
- 11.5. When you access the Website, or use our products or services we (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our Participant ; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 11.6. Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific Participant .
- 11.7. We store and process your personal information on our servers in the EU and elsewhere in the World, where our facilities or our service providers are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.
- 11.8. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to

comply with relevant regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

11.9. We reserve our right to share your personal information with:

- a) our banking partners;
- b) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- c) 3rd party identification services providers for fraud prevention purposes;
- d) law enforcement, government officials, or other third parties when:
  - 1) we are compelled to do so by a subpoena, court order, or similar legal procedure; or
  - 2) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;
  - 3) other third parties only with your prior consent or direction to do so.

11.10. **ZEEW** will not provide your personal information to any other Participants without your consent or direction.

11.11. The data that we collect from you will be transferred to, and stored at, in the EU and may be transferred and/or stored to other places outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Staff may be engaged in the fulfilment of our Services and/or the processing of your details and the provision of support services. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the **ZEEW** services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal

information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## 12. Anti-Money Laundering

12.1 ZEEW reserves the right to question a Participant and to request documentation necessary for know your client purposes as well as proving the source of funds utilised to acquire ZEEW Tokens prior to providing access to the Platform. ZEEW also reserves the right, at its sole discretion, to terminate Participant's use of ZEEW Tokens on the Platform and any other requested related or unrelated services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering and know your client regulation and procedures;

## 13. Taxes

1. All your factual and potential tax obligations are your concern and responsibility and **ZEEW** is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.
2. All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## 14. Intellectual Property

14.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, interface design, text, logos, images, information and data pertaining to the Project (hereinafter: "**ZEEW IP**"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents base thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

14.2. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.

- 14.3. You are being granted a non-exclusive, non-transferable, non-assignable, revocable license to access and use the Website and ZEEW Tokens strictly in accordance with these Terms. As a condition of your use of the Website and the ZEEW Tokens you warrant to **ZEEW** that you will not use the Website or ZEEW Tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the ZEEW Tokens in any manner that could damage, disable, overburden, or impair the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and ZEEW Tokens. Limitation to the transferability of license shall not be understood in a way that the Participants are not allowed to transfer ZEEW Tokens to third parties.
- 14.4. All **ZEEW IP** is the property of **ZEEW** and is protected by all copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 14.5. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the **ZEEW IP**, in whole or in part, found on the Website or associated products and services. ZEEW IP is not for resale. Your use of the **ZEEW IP** does not entitle you to make any unauthorized use of any **ZEEW IP**, and in particular you will not delete or alter any proprietary rights or attribution notices in any **ZEEW IP**. You will use **ZEEW IP** solely for your personal use, and will make no other use of **ZEEW IP** without the express written permission of **ZEEW** and the copyright owner. You agree that you do not acquire any ownership rights in any **ZEEW IP**. We do not grant you any licenses, express or implied, to the intellectual property of **ZEEW** except as expressly authorized by these Terms.
- 14.6. Some software and technologies produced by **ZEEW** will be Open Source and shall be licensed under MIT license or similar. For each Open Source product **ZEEW** shall publish separate license agreement.

## 15. Notices

15.1. We may provide any notice to you under this Agreement by:

- a) posting a notice on the Website; or
- b) sending an email to the email address associated with you.

15.2. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address updated. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

15.3. To give us notice under this Agreement, you must contact us by email to [info@zeew.eu](mailto:info@zeew.eu). We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.

15.4. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

## 16. MISCELLANEOUS

16.1. Materials, such as Whitepaper, Development Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of these Terms, and are of a descriptive nature only.

16.2. We do not permit individuals under the age of 18 to register with our Website and use our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block his/her/their access to our Website and products.

16.3. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.

16.4. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right:

- a) to develop or have developed for itself products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and

- b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.

16.5. These Terms do not create any third-party beneficiary rights in any individual or entity.

16.6. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding

upon, and inure to the benefit of the parties and their respective successors and assigns.

- 16.7. The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 16.8. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 16.9. “**ZEEW**” refers to the Project as a whole, including any or all of the entities, being used by **ZEEW**, incorporated in Latvia which acts as the jurisdiction for execution of a smart contract for distribution of ZEEW Tokens in accordance with section 4. Provided that the jurisdiction of choice may be changed at any time by us at any point and at our own sole discretion; the change shall be announced on the website when effected.
- 16.10. Any dispute or difference arising out of or in connection with this Terms, including any question regarding its existence, validity or termination, shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Latvian Arbitration Centre on the written application of either party. The seat of arbitration shall be Latvia. The applicable law shall be the law of Latvia. The language to be used in the arbitral proceedings shall be English.
- 16.11. Prior to filing any claims in accordance with paragraph 15.10, you undertake to file such claim or request directly to **ZEEW** via e-mail at address support@Zeew.eu. You agree that you will not file any claims in accordance with paragraph 15.10 earlier than 30 days after sending such claim or request to **ZEEW** in accordance with this paragraph 15.11. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 15.11, shall be rejected immediately by the tribunal as premature.
- 16.12. These Terms, including Schedule A, represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website and ZEEW tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not

it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

- 16.13. These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact **ZEEW** via e-mail and immediately navigate away from the Website and cease using the ZEEW Tokens. By making use of the Website and ZEEW Tokens, you shall have accepted all the terms and conditions under this Agreement and confirm that you have made such acceptance with no undue pressure and fully aware and informed of all the terms and conditions stated herein.

## SCHEDULE A

Warranty given by Participant(s) especially in relation to the United States ALL PARTICIPANTS HEREBY EXPRESSLY AFFIRM THAT THEY ARE:

- A. NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia (the "USA");
- B. NOT a corporation, partnership or other legal entity formed under the laws of the USA;
- C. NOT an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA;
- D. NOT a trust of which any trustee is described in A, B or C above;
- E. NOT a legal entity the shares of which are not publicly traded on a securities exchange, and more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in A, B, C or D above;
- F. NOT a member of any branch of the military of the USA; and
- G. NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in A, B, C, D, E or F above.

THE PARTICIPANT (S)' DECISION TO SUBSCRIBE TO ZEEW TOKENS WAS:

- A. NOT based, at least in part, on information received or communications exchanged while the Participant , or the person providing the information or with whom the communication was exchanged, was within the USA;
- B. NOT made inside the USA; and
- C. NOT communicated to **ZEEW** from a source within the USA.

THE PARTICIPANT (S)' PURCHASE OF ZEEW TOKENS WAS:

- A. made on his/her own account as principal;



B. NOT made in anticipation of a further distribution of the ZEEW Tokens to others; and

C. any effort to create or condition a market for the ZEEW Tokens in the USA.

I, as the Participant, have read and understood the above representations as well as the full Terms & Conditions of this Agreement.