

## **MUSEREUM TOKEN SALE TERMS & CONDITIONS**

Please, read carefully the following Terms and Conditions for Musereum Token Sale (hereinafter – Terms). They define your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability.

By using the Musereum platform, you accept and agree to be bound by the Terms. In addition, when you use the particular services of the Musereum Platform, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use our Musereum platform and do not purchase ETM tokens.

## 1. DEFINITIONS

In these Terms:

“Accompanying Documents” means other regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website. In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply.

“Agreement” means these Terms and any other rules, policies or procedures that may be issued by Musereum and published from time to time on the Website (including the Accompanying Documents).

“Applicable Law” means law applicable under these Terms to any and all relations between a User and Platform.

“Blockchain” means a type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

“Cryptocurrency” means digital currency, represented by Bitcoin (BTC) or Ethereum (ETH) used by Users to purchase ETM or musical tokens.

“ETM Tokens” (also referred to as “ETM”, “Tokens”) mean cryptographic tokens, which are software digital products (not being cryptocurrency or ERC-20 token), created by the Platform Owner as a native digital asset for the Platform. The ETM Tokens are not securities, are not registered with any government entity as a security, and shall not in any case be considered as such. ETM Tokens are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right.

“ETM Token Sale” (also referred to as “Token Sale”) means a restricted offering of Tokens to a limited number of eligible Users during limited period starting on December 14, 2017 and lasting until announced closed by the Platform Owner, when a User is able to purchase ETM.

“Ethereum Smart Contract” means a digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of ETM by a User.

“User” (also referred to as “You”) mean any person, legal or natural, who uses the Platform and/or uses any services of the Platform and/or acquires Tokens.

“Musereum Platform” (also referred to as the “Platform”) means, depending on the context, an open permissioned network based on Ethereum protocol with Proof of Authority consensus, reached by independent validators developed by the Platform Owner or its Affiliates, the website maintained and owned by the Platform Owner at <http://musereum.org/>, or both.

“Platform Owner” (also referred to as “Musereum”, “We”, “Us”) means MUSEREUM PTE. LTD., a company incorporated in the Republic of Singapore with registered company number 201722593W and registered Office Address 22 NORTH CANAL ROAD, #02-00, SINGAPORE (048834), being the initiator of the Token Sale, not being neither a financial or investment entity, nor a partner, employer, agent or adviser for any User.

“Whitepaper” means a document prepared by the Platform Owner to describe matters related to Platform, included, but not limited to, any technological aspects and software matters. The Whitepaper in no way constitutes a legally binding agreement, contract, decision, etc. between Musereum and the User.

## 2. GENERAL PROVISIONS

2.1. These General Terms & Conditions, including any and all Accompanying Documents, constitute a legally binding agreement between Musereum and all and every User.

2.2. These Terms are effective at the time the User begins using the Platform and/or use any services of the Platform and/or acquire ETM tokens. It is hereby understood and presumed, that by the fact of using the Platform use and/or receiving Tokens the respective User have fully read, understood and irrevocably accepted these Terms. If any User does not agree with these Terms in general or with any part of them, such User's only recourse is to withhold from using the Platform and/or purchase of Tokens. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Platform.

2.3. The User acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Platform Owner's sole discretion. If at any point the User does not agree to any portion of the then-current version of the Terms, he (she) shall not

use the Platform and purchase Tokens. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms as “Last updated”.

2.4. By using this Platform each User covenants, represents, and warrants that under the Applicable Law and law of the country of User’s residence:

- he (she) is of an age of majority to enter into this Agreement meets all other eligibility and residency requirements, and is fully able and legally competent to use the Platform;

- he (she) is not a citizen or resident (tax or otherwise) of Singapore, or any other Singapore Person. "Singapore Person" is generally defined as a natural person, residing in Singapore, or any entity organized or incorporated under the laws of Singapore;

- he (she) is not a citizen or resident (tax or otherwise) of the People's Republic of China ("PRC"), or any other PRC Person. "PRC Person" is generally defined as a natural person, residing in the People's Republic of China, or any entity organized or incorporated under the laws of the People's Republic of China;

- he (she) is not a citizen or resident (tax or otherwise) of South Korea;

- he (she) is not a green card holder of the United States or a citizen or resident (tax or otherwise) of the United States of America, or other U.S. Person, unless he (she) is an "Accredited Investor" as that term is defined in the Securities Act of 1933. "U.S. Person" is generally defined as a natural person, residing in the United States, including American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S. Virgin Islands, or any entity organized or incorporated under the laws of the United States. U.S. citizens living abroad may also be deemed "U.S. Persons" under certain rules;

- he (she) has the full capacity to contract, under Applicable law and law of the country of User's residence, with the Platform Owner and in doing so will not violate any other agreement to which he (she) is a party;

- he (she) has significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, cryptocurrency and Blockchain-based systems, functional understanding of storage and transmission mechanisms associated with ETM and cryptographic tokens other than ETM, as well as full understanding of their framework;



- he (she) is aware of all the merits, risks and any restrictions associated with ETM and cryptographic tokens other than ETM, including purchase and use of such tokens, cryptocurrency and Blockchain-based systems, and is solely responsible for any evaluations based on such knowledge;

- if he (she) is a corporation, governmental organization or other legal entity, he (she) has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;

- he (she) will not be using the Platform for any illegal activity, including but not limited to money laundering and the financing of terrorism.

2.5. A User shall not use the Platform if under the Applicable Law and/or law of the country of User's residence he (she) is prohibited from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any number of Tokens under the mentioned law should not access this Platform and is prohibited accessing, referencing, engaging, or otherwise using this Website.

2.6. Before using the Platform and/or purchasing ETM Tokens, User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Platform usage and Token Sale procedures. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these Terms. By using the Platform each and any User confirms that he (she) has fully read and understood not only these Terms, but any Accompanying Documents and fully accepts their terms.

### 3. THIRD-PARTY CONTENT

3.1. The pages of the Platform may contain links to third-party websites and services. Such links are provided for User's convenience. However, their presence does not mean that they are recommended by the Platform Owner and the Platform Owner does not guarantee their safety and conformity with any User expectations. Furthermore, the Platform Owner is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or respective service. The Platform Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

#### 4. INDEMNITY

4.1. To the extent allowable pursuant to Applicable Law, the User shall indemnify, defend, and hold the Platform Owner and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Platform Owner arising out of a breach of any warranty, representation, or obligation hereunder.

4.2. User shall not have any claim of any nature whatsoever against Platform Owner for any failure by Platform Owner to carry out any of his obligations under these Terms as a result of causes beyond his control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Platform Owner, for the supply of products under these Terms or any other

authority or any other cause whatsoever beyond our absolute and direct control.

## 5. DISCLAIMERS

5.1. Any cryptocurrency that possess value in public markets, such as BTC or ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. Should any User wish to resell the purchased Tokens to other eligible Users, he (she) should be prepared to expect similar fluctuations, both down and up, in the price of Tokens, as well as total inability to find eligible Users willing to purchase, exchange or otherwise acquire Tokens from such User. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Platform Owner cannot and does not guarantee market liquidity for Tokens. By purchasing Tokens, User expressly acknowledges and represents that he (she) fully understands that Tokens may experience volatility in pricing and will not seek to hold the Platform Owner liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of Tokens.

5.2. The purchase of Tokens carries with it a number of risks. Prior to purchasing Tokens, User should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant and tax professional. If any of the following risks are unacceptable to User, he (she) should not purchase Tokens.

5.3. Should any User proceed to purchase any Tokens and the product fails to be suitable for the special or particular purpose as intended by such User, Platform Owner will not be liable to such User for such unsuitability (including but not limited to accepting the return of, or refunding to the User the purchase price of the respective Tokens).

5.4. Platform Owner makes no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Platform. User should use all the mentioned at own risk.

5.5. It is possible that the Platform will not be used by a sufficient number of individuals and other entities, and that there will be limited public interest in the Platform. Such a lack of interest could impact further development of the Platform and its potential use. Therefore, the success of the Platform cannot be predicted.

5.6. The User recognizes that the Platform is currently under development and may undergo particular changes in the future. The User acknowledges that any expectations regarding the form and functionality of the Platform held by the User may not be met upon

release of the mentioned project, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Platform.

5.7. The Platform Owner does not support any unfair or fraudulent practices.

5.8. We will take reasonable steps to exclude any viruses or defects from the Platform, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties, defects will be corrected and accordingly no liability is accepted for defects and viruses.

5.9. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.

5.10. Security measures have been implemented to ensure the safety and integrity of any of the services related to the Musereum Token Sale. However, despite this, information that is transmitted over the internet or via Blockchain may be susceptible to unlawful access and monitoring.



5.11. The legal status of Tokens may be considered uncertain under Applicable Law or any other law. The Platform Owner is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, fund management or investment advice. The Token Sale are not a public offering of equity, debt or any other investment instruments and consequently is unlikely fall under the securities or any prospectus regulation.

5.12. This or any other document, produced and signed by Us, as well as the Platform, and any of their content does not constitute an offer or solicitation to sell shares, securities or investment instruments.

5.13. None of the information presented is intended to form the basis for any investment decision, and no specific recommendations are intended. The Platform is not, does not offer and shall not be construed as investment or financial product.

5.14. There are no warranties and/or guarantees given that Tokens will be listed or made available for exchange for 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 We do not give any warranties in regard to any exchange services providers. In any case We will not enable exchange Tokens for fiat currency. User may not at any given time be able to acquire or dispose of its Tokens due to potential lack of liquidity.

## 6. LIMITATIONS OF LIABILITY

6.1. This Platform and the Tokens are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Platform and buying of any number of Tokens and their use.

6.2. The User hereby expressly understands and agrees that:

- to the maximum extent permitted by the Applicable Law, the Platform Owner do not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the Tokens or their use by the User, regardless of the basis, upon which the liability is claimed;
- the Platform Owner shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the Tokens or cryptocurrency;

- the Platform Owner shall not provide to the User any refund possibility for the purchased Tokens;
- the Platform Owner shall not guaranty in any way that the Tokens might be sold or transferred during or after the Token Sale;
- it is User's obligation to ensure compliance with any legislation relevant to his/her country of residency concerning use of this Platform and use and buying of the Tokens;
- the Platform Owner should not accept any liability for any illegal or unauthorized use of this Platform and use and buying of the Tokens;
- the User is solely responsible for any applicable taxes imposed on tokens purchased hereunder;
- the Platform Owner does not warrant or represent that any information on the Website is accurate or reliable or that the Platform will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components;

- the Platform Owner shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

6.3. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THE PLATFORM, AND THAT YOU SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THE PLATFORM. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

6.4. To the extent that some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with Users, some or all the exclusions of warranties and disclaimers in this section may not apply to you if you from such jurisdiction.

## 7. INTELLECTUAL PROPERTY RIGHTS OF THE PLATFORM

7.1. The Platform Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the Tokens and his activities generally.

7.2. Unless otherwise indicated by the Platform Owner, all copyright and other any intellectual property of the Platform Owner, all content and other materials contained on the Website or provided in connection with the Platform, including, without limitation, the intellectual property rights for the Musereum Network and all text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, methods and algorithms, coordination, expression and other content connected to the Platform are the property of the Platform, licensors, clients or suppliers and are protected by international copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

7.3. These Terms permit you to use our intellectual property for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display,

publicly perform, republish, download, store, or transmit any of objects of our intellectual property.

7.4. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by Musereum.

7.5. If for the purpose of any intellectual property right registration by the Musereum, any documentary submission or any other action is required from the User, the User must provide Musereum with the respective assistance.

## **8. APPLICABLE LAW AND ARBITRATION**

8.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Singapore. Any controversy or claim arising out of or relating to this Terms or the breach thereof, shall be settled by arbitration. The language of the arbitration shall be English.



## 9. WAIVER

9.1. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Platform Owner

(a) waive your and Platform Owner's respective rights to have any and all disputes arising from or related to these Terms resolved in a court,

(b) waive your and Platform Owner's respective rights to a jury trial. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may be issued by the Platform Owner and published from time to time on the Website),

(b) waive your and Platform Owner's respective rights to submit or participate in a class action or any similar remedy.

## 10. TERMINATION AND SUSPENSION

10.1. Notwithstanding anything contained herein, Musereum reserves the right, without notice and at its sole discretion, to terminate these Terms or suspend Your right to access the platform, including (but not limited to) in case of your breach of these Terms or if Musereum believes You have committed fraud, negligence or other misconduct.

10.2. You may terminate these Terms without notice by discontinuing use of the Platform. All rights granted to You under these Terms will immediately be revoked upon our termination of these Terms or Our suspension of Your access to the Platform.

## 11. FORCE MAJEURE

Musereum shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond reasonable control of Musereum, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Our reasonable control (each being a "Force Majeure Event").

## 12. TAXES

Musereum makes no representations concerning the tax implications of the sale of Tokens or the possession or use of them. The User bears the sole responsibility to determine if the purchase of Tokens with cryptocurrency or the potential appreciation or depreciation in the value of Tokens over time has tax implications for the User in the User's home jurisdiction. By purchasing Tokens, and to the extent permitted by law, the User agrees not to hold Musereum liable for any tax liability associated with or arising from the purchase of Tokens. All fees and charges payable by the User are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts.

### 13. MISCELLANEOUS

**13.1. Entire Agreement.** These Terms are intended to fully reflect the terms of the original agreement between the parties. No provision of the Terms shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

**13.2. Assignment.** Musereum may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. User may not assign rights or delegate duties, and any assignment or delegation without the written consent of Musereum, which the latter may withhold at its sole discretion, shall be void.

**13.3. Severability.** If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain

in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

**13.4. Security.** User is responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism used to receive and hold Tokens, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If User's private key(s) or other access credentials are lost, User may lose access to Tokens. Musereum is not responsible for any losses, costs or expenses relating to lost access credentials.

**13.5. State Policies.** Musereum strictly follows AML (Anti-Money Laundering), KYC (Know Your Customer) and other banking or government policies and regulations in respective jurisdictions. Each and any User fully agrees to assist the Platform Owner in fulfilment of the mentioned regulations and must provide any information

considered necessary by Musereum to comply with the mentioned regulations promptly upon request.

**13.6. Communication and notices.** Any communication concerning these Terms execution and/or violation should be conducted only via official emails of the User and the Platform Owner. The Platform Owner's official email address for communication with Users is: [support@musereum.org](mailto:support@musereum.org). The User's official email for communication shall be deemed the email specified by the User during the process of purchasing the tokens. The one and only language of the communication shall be English. Musereum may provide any notice to Users under these Terms by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with You. It is User's responsibility to keep email address up to date and accessible. User will be deemed to have received any email sent by Musereum to the address then associated with such User, regardless of whether such email has been received and/or read.