

Terms and conditions of use Website tradem.io Effective date February 16, 2018

Content

1. Introduction
2. Risk disclosure for lending platform
3. Token sale
4. Risk Disclosure
5. Licence to use website
6. Acceptable use
7. Registration and accounts
8. Your content: licence
9. Your content: rules
10. Limited warranties
11. Limitations and exclusions of liability
12. Breaches of these terms and conditions
13. Variation
14. Assignment
15. Severability
16. Third party rights
17. Entire agreement
18. Law and jurisdiction
19. Copyright notice
20. Anti money laundering-counter terrorism financing

1. Introduction

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

1.1 These terms and conditions shall govern your use of our website and services provided through the website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.

1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our Privacy Policy.

1.6 Our Website does not provide any advice or recommendations. All of the information, material, and/or content contained on this website is for informational purposes only. Website users buy/sell orders and their opinions SHOULD NOT be construed as a recommendation to buy or sell tokens and/or cryptocurrency. [1] [VA2] Investing in cryptocurrency is risky[3] [VA4] and not suitable for all investors. Please consult your own independent financial advisor before making any investment decisions. [5] [VA6]

2. Risk disclosure for the Stakeholder Pool program

2.1 There are risks associated with trading and investing. If there should be a system failure, hacking incident or technical failure these terms apply to the members.

2.2 In the stakeholder pool program, the member understand that you cannot ask for any capital back before the end of their pooling term.

2.3 To get referral commissions from the Stakeholder Pool program, the user must have at least one active Stakeholder Pool contribution in their accounts. If there is no active Stakeholder Pool contribution, all Stakeholder Pool commissions will be forfeited.

2.4 Cryptocurrency does not have a legal tender. There is a risk of change in the legal regulations and/or in the state, country legislative system that can have a direct impact on the value of cryptocurrencies in general and the TRM token accordingly.

2.5 Transactions in cryptocurrencies are irreversible, and transactions which were done by accident may not be recoverable. Any technological difficulties experienced by the system may prevent the access or use of users cryptocurrency temporarily or permanently, depending on the severity of damage.

2.6 The changeability and inability to be predicted of the market value of cryptocurrency relative to the fiat currency may result in large loss over a short term.

2.7 There is no guarantee of any profit as well as no guarantee of the user's capital if the system fails at some point.

2.8 Tradeum has the right to change the Stakeholder Pool algorithm, the interest payment and token back system as well as has the right to implement updated terms of paying interest and token release.

3. Token Sale

3.1 If you do not agree to the terms of the Token Sale, do not make any contribution to the Token Sale and do not purchase TRM tokens.

3.2 Important information about the procedures and material specifications of the TRM Token sale is provided in the White Paper document, including, but not limited to, details regarding the timing and pricing of the Token Sale, the amount of tokens for sale, and the anticipated use of the Token Sale proceeds by Tradeum. By purchasing TRM Tokens, you acknowledge that you understand and have no objection to these proceedings and material specifications.

3.3 NO U.S., CHINESE, SINGAPORE OR RESIDENTS OF A COUNTRY WHERE IT IS ILLEGAL TO PARTICIPATE IN TOKEN SALES ARE PERMITTED TO BE USERS.

TRM Tokens are not being offered to U.S. person, Chinese persons, Singapore persons, or persons of any country where it is against the laws and regulations to participate. U.S. person or Chinese person, Singapore persons, or persons of any country where it is against the laws

and regulations are strictly prohibited and restricted from using the services Tradeum offers and/or purchasing TRM Tokens. Tradeum is not soliciting purchases by U.S. person or Chinese persons in any way. If a U.S. person or Chinese person purchases TRM Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void.

3.3 U.S residence, Chinese residence, or residence of countries where it is illegal to participate in ICOs or Token Sales are strictly prohibited from participating in Tradeum token sale.

3.4 Tradeum is not bound by this Agreement if this Agreement has been entered into by a U.S. person or Chinese person, or persons of any country where it is against the laws and regulations or if this Agreement has been entered into by the purchase of TRM Tokens on behalf of a U.S. person or Chinese person or persons of any country where it is against the laws and regulations Tradeum may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities.

3.5 Persons who choose to access this website from any location do so on their own initiative, and are responsible for compliance with local laws.

4. Risk Disclosure

4.1 You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of purchase of TRM tokens and is able to bear the risks thereof, including loss of all amounts paid or loss of TRM tokens.

4.2 You have obtained sufficient information in order to make an informed decision to purchase TRM tokens.

4.3 By purchasing, holding and using TRM tokens, you expressly acknowledge and assume following risks:

4.4 Risk of losing access to tokens due to loss of Private Keys. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

4.5 Risks Associated with the Ethereum Protocol. Because Tokens are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on TRM Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

4.6 Risk of Mining Attacks. As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks

present a risk to the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

4.7 Risk of Hacking and Security Weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with the Tokens in a variety of ways including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because it is based on open-source software, there is a risk that a third party or a member of the Tradeum team may intentionally or unintentionally introduce weaknesses into the core infrastructure, which could negatively affect the Tokens.

4.8 Risk of Uninsured Losses. Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by us, to offer recourse to you.

4.9 Risks Associated with Uncertain Regulations and Enforcement Actions. There is a risk that in some jurisdictions the TRM tokens and other digital assets might be considered a "security", or other regulated investment now or in the future. Tradeum believes but does not give representations, warranties or guarantees that tokens are not a security or regulated investment in all jurisdictions.

4.10 Risks Arising from Taxation. The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

4.11 Risk of Alternative Networks. It is possible that alternative networks could be established that utilize the same open source code and protocol underlying the Network and attempt to facilitate services that are materially similar to the Services. The Network may compete with these alternative networks, which could negatively impact the Network and Tokens.

4.12 Risk of Insufficient Interest in the Network or Distributed Applications. It is possible that the Network will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Network) more generally. Such a lack of use or interest could negatively impact the development of the Network and therefore the potential utility of Tokens.

4.13 Unanticipated Risks. Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this Article, there are other risks associated with your purchase, holding and use of Tokens, including those that the Tradeum cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Article.

5. License to use website

5.1 You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;

5.2 Except as expressly permitted by Section 5.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

5.3 You may only use our website for your own personal purpose, and you must not use our website for any other purposes.

5.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

5.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public *without giving credit* for the source;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

5.6 Notwithstanding Section 5.5, you may redistribute in print and electronic form to any person.

5.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

6. Acceptable use

6.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

6.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

6.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

7. Registration and accounts

6.1 To be eligible for an account on our website under this Section 7, you must be at least 18 years old.

7.2 You may register for an account with our website by [completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you].

7.3 You must not allow any other person to use your account to access the website.

7.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

7.5 You agree to use your authentic name and identity on all information given to our system. One individual cannot have more than one account with Tradeum. If we discover you have multiple accounts, we will suspend them without prior warning.

7.6 If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

7.7 You acknowledge that we are not responsible for third party access to your account that results from theft or misappropriation of your account.

7.8 You acknowledge that the TRM tokens you possess don't have any value on their own and are solely used for access to our platform services and features.

7.9 We are not responsible if a user cannot access his account, temporarily or permanently, due to technological difficulties. We are not responsible for any loss that a user could suffer due to a technical failure or a hacking incident that would affect the Tradeum system.

7.5 Any user, defined as someone who has created a Tradeum account, that is suspended or removed from our community will have his balance locked and will be required to withdraw all BTC, ETH, and TRM deposited or earned in the platform without any delay.

7.6 If you register for an account with our website, you will be asked to choose a username and password]. Your username must not be liable to mislead and must comply with the content; you must not use your account or user name for or in connection with the impersonation of any person. You must keep your password confidential. You must notify us in writing immediately if you become aware of any disclosure of your password. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

7.7 We may: (a) suspend your account; (b) cancel your account; and/or (c) edit your account details, at any time in our sole discretion without notice or explanation.

7.8 You may cancel your account on our website using your account control panel on the website.

8. Your content: licence

8.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage, usage, or publication on, processing by, or transmission via, our website.

8.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, use, adapt, publish, translate and distribute your content in any existing or future media.

8.3 You grant to us the right to sub-license the rights licensed under Section 8.2

8.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 8.2.

8.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

8.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

8.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

9. Your content: rules

9.1 You warrant and represent that your content will comply with these terms and conditions.

9.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

9.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

10. Limited warranties

10.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

10.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

10.3 To the maximum extent permitted by applicable law and subject to Section 11.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

11. Limitations and exclusions of liability

11.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (b) limit any liabilities in any way that is not permitted under applicable law; or
- (c) exclude any liabilities that may not be excluded under applicable law.

11.2 The limitations and exclusions of liability set out in this Section 11 and elsewhere in these terms and conditions:

- (a) are subject to Section 11.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

11.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

11.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

11.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

11.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

11.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

11.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you may suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

11.9 To the fullest extent permitted by applicable law, you disclaim any right or cause of action against Tradeum of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of Tradeum.

11.10 Tradeum shall not be liable to you for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which Tradeum has been advised of the possibility of such damages.

11.11 You agree not to seek any refund, compensation or reimbursement from Tradeum nor related parties, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

11.12 In no circumstances will the aggregate joint liability of Tradeum or related Parties, whether in contract, warrant, tort or other theory, for Damages to you under this Agreement exceed the amount received by the Tradeum from you.

11.13 You understand and agree that Tradeum shall not be liable and disclaims all liability to you in connection with any force majeure, including any industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

12. Breaches of these terms and conditions

12.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

12.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

13. Variation

13.1 We may revise these terms and conditions unilaterally from time to time.

13.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

13.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

14. Assignment

14.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

14.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

15. Severability

15.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

15.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

16. Third party rights

16.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

16.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

17. Entire agreement

17.1 Subject to Section 11.1, these terms and conditions, together with our privacy policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

18. Law and jurisdiction

18.1 These terms and conditions shall be governed by and construed in accordance with the Laws of Netherlands

19. Copyright notice

19.1 Copyright (c) 2018.

19.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

20. Anti-money laundering-counter terrorism financing

20.1 To the extent required by applicable law, you comply with all anti-money laundering and counter-terrorism financing requirements.

20.2 The funds, including any fiat, virtual currency or cryptocurrency, your use to purchase TRM Tokens, are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you will not use the TRM Tokens to finance, engage in, or otherwise support any unlawful activities.