

PURE MONEY TECHNOLOGY, INC.

TERMS AND CONDITIONS OF USE

[Effective Date: February __, 2018]

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Application.

- 1) These Terms apply to you when you browse, visit, register, or use the Site, software, applications, membership services, texting, or curating services in any manner whatsoever, including anonymous or temporary use.
- 2) By providing your information you agree to these Terms. Such information might include, but is not limited to Ethereum identifiers or addresses, your physical address and contact information, pictures, text, or any communication in any medium intended to contact Pure Money, other Pure Money users, Ethereum, the Ethereum block chain including any fork, hard fork, derivative, or modification, to the Ethereum block chain, or to store or temporarily log information on Pure Money software, applications, smart contract, or any third-party application in connection with your own registration with Pure Money or the Ethereum identifiers you use to purchase Pure Money tokens or Pure Money smart contracts.
- 3) Pure Money may from time to time update these Terms, and by your use, you agree to the updates. Pure Money will notify you of the update either by updating this page or by notifying you through Pure Money Services or by email.

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- 1) Pure Money grants you a nontransferable, nonexclusive license to use the Site subject to these Terms and applicable law. This license is solely for your use of the Site for lawful purposes consistent with these Terms. You agree that this is a noncommercial license, and you will not sell, sublicense, or commercially exploit the Site or any content found or connected to Pure Money in any way except as specifically authorized in the Pure Money Evangelist and or Vendor Agreements.
- 2) In consideration of allowing you to use the Site, you grant Pure Money a nonexclusive, royalty free, license to use, edit, modify, reproduce, distribute, prepare derivative works

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- 3) Your grant of a license does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

Eligibility and Permissions/Restrictions.

- 1) Pure Money is designed and intended to be used to facilitate the use of Ether, the Ethereum digital currency.
- 2) You warrant and agree that:
 - a) you are over 18 years of age are legally able to enter contracts;
 - b) you will use Pure Money, its software, smart contracts, Tokens, applications, and Site solely for lawful purposes;
 - c) you ensure that these Terms are legal for use in the area where you reside and/or are using the Site;
 - d) you are not barred for any reason, or by any entity, including (i) federal, state, or local law, (ii) ordinance, or (iii) court order from using the Site or from purchasing or selling Ether, Bitcoin, or any other digital currency
 - e) you will comply with these Terms and all applicable laws and ordinances;
- 3) You are not permitted to do the following:
 - a) Use the Site or any content obtained through the Site for any commercial purposes without Pure Money’ prior written consent, with the exception of the specific grants contained in the Pure Money Evangelist and/ or Vendor Agreements.
 - b) Use the Site, Pure Money applications, Tokens, smart contracts, etc. for any unlawful purpose.
 - c) Copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through or by use of the Site.
 - d) Use any robot, bot, spider, crawler, scraper, search and retrieve program, proxy or other manual or automatic device, method or process to access, retrieve, index, “data mine,” in any way when using the Site or in connection with the Site.
 - e) Use the Site in any way that could interfere with, disrupt or negatively affect Pure Money, its infrastructure, Ethereum, its block chain or application, or the use of Pure Money by others.
 - f) Use any Pure Money’ software code for your own purposes except as explicitly permitted by these Terms and the Pure Money Evangelist and Vendor Agreements.

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

Information Pure Money Gathers.

- 1) Pure Money is permitted to gather your information when it is used in connection with the Site, software, or services ("User Content."), including the following:
 - a) Personal Identifying information, including but not limited to your physical address, and contact information, any and all Ethereum identifiers, your purchase patterns, and your patterns of use of the Site. In general, you agree to the collection of this information when you use Ether to purchase goods or services, or to transfer Ether other funds. Pure Money will gather and use this information in the same authorized manner.
 - b) Any information which can link you and your information to a living person in the real world.
- 2) PURE MONEY DOES NOT COLLECT DATA ON CHILDREN. Pure Money complies with the Children's Online Privacy and Protection Act. No data is collected on children under 13.
- 3) Cookies and Advertisers.
 - a) The Site uses cookies - small programs installed on your computer which allow the Site and your computer to recognize each other - to enable the Site to recognize your browser, to streamline services, and to provide you customized content. You can disable use of cookies by using the controls on your browser. If you disable cookies, the Site may not work as designed.
 - b) Pure Money has or may have advertisers and Pure Money will share your use patterns, likes and dislikes, with its advertisers. This is similar to other social media programs and search engines which tailor advertisements to use.
 - c) For a full explanation of information gathering, use, and retention, see the Privacy Policy.

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- 1) Pure Money may permit or invite you to link to other websites, services, or resources on the Internet, and other websites, services, or resources may contain links to the Site ("Third- Party Sites").
- 2) When you access Third-Party Sites, you do so at your own risk. Pure Money does not control these sites. As such Pure Money is not responsible or liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any

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Your Ether Account.

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Indemnification. You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to Pure Money, or otherwise from your User Content, violation of these Terms, or infringement by you, or any third party using your account or identity in Pure Money, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

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

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

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

Miscellaneous.

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

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

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

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

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

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

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