

## TERMS AND CONDITIONS

FOR USERS PARTICIPATING IN THE VOOGLUE TOKEN PRE-SALE AND CROWDSALE OR  
ACQUIRING VOOGLUE TOKENS

January 2018

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT IT  
CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER,  
WHICH, IF APPLICABLE TO YOU, AFFECTS YOUR LEGAL RIGHTS.

IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE OR HOLD  
VOOGLUE TOKENS.

YOUR PURCHASE OF VOOGLUE TOKENS ("**VOOGLUE TOKEN**" OR "**VGC**") DURING THE  
VOOGLUE TOKEN PRE-SALE ("**PRE-SALE**") OR VOOGLUE TOKEN CROWDSALE  
("**CROWDSALE**") FROM VOOGLUE LIMITED, A COMPANY DULY INCORPORATED UNDER  
THE LAWS OF THE BRITISH VIRGIN ISLANDS, WITH REGISTRATION NUMBER 1970851,  
WITH ITS REGISTERED SEAT AT INTERSHORE CHAMBERS, ROAD TOWN, TORTOLA,  
BRITISH VIRGIN ISLANDS ("**COMPANY**," "**VOOGLUE**," "**WE**," OR "**US**") IS SUBJECT TO  
THESE TERMS OF SALE ("**TERMS**"). EACH OF YOU AND COMPANY IS A "**PARTY**," AND  
TOGETHER THE "**PARTIES**."

BY PURCHASING VOOGLUE TOKENS FROM US DURING THE TOKEN PRE-SALE AND  
TOKEN CROWDSALE, YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS  
INCORPORATED BY REFERENCE.

WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PARTS OF THESE  
TERMS AT ANY TIME AND FOR ANY REASON WITHOUT YOUR CONSENT. NOTE THAT  
THIS TERMS ONLY GOVERN THE SALE AND PURCHASE OF VOOGLUE TOKENS IN  
DURATION OF THE TOKEN PRE-SALE AND TOKEN CROWDSALE AND DO NOT GOVERN  
THE USE OF THE VOOGLUE WEBSITE, PLATFORM, OR SERVICES.

VOOGLUE 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 VOOGLUE WEBSITE.

IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT  
US AT [info@VooGlue.io](mailto:info@VooGlue.io).

**NOTICE ON THE LEGAL NATURE OF VOOGLUE TOKENS (VGC)**

THESE TERMS OR ANY OTHER DOCUMENT, PRODUCED BY VOOGLUE, DO NOT CONSTITUTE AN OFFER, SOLICITATION OR ADVICE TO SELL OR INVEST IN SHARES OR SECURITIES, NOR SHOULD THE PURCHASE OF VOOGLUE TOKENS BE SEEN AS AN INVESTMENT INTO SECURITIES BUT RATHER A PAYMENT FOR ACCESS TO THE PLATFORM AND SERVICES, PROVIDED BY VOOGLUE IN THE FUTURE.

NONE OF THE INFORMATION OR ANALYSES PRESENTED BY VOOGLUE IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND THESE TERMS OR ANY OTHER DOCUMENT DOES NOT PROVIDE FOR ANY SPECIFIC RECOMMENDATION. VOOGLUE SERVICES AND WEBSITE ARE NOT INTENDED AS, DO NOT OFFER, AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS OR ADVICE, BUT AS SOFTWARE AS A SERVICE PLATFORM.

ACCORDINGLY, ANY ACQUISITION OF CRYPTOGRAPHIC TOKENS FROM VOOGLUE DOES NOT REPRESENT AN EXCHANGE OF CRYPTOCURRENCIES OR FUNDS FOR ANY FORM OF SHARES OR HOLDINGS IN VOOGLUE OR ANY RELATED SERVICES, PRODUCTS OR ESTABLISHMENTS, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, OFFERED BY VOOGLUE IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR ANY OTHER REVENUE RIGHTS OR VOTING RIGHTS IN THE COMPANY. HOLDERS OF VOOGLUE CRYPTOGRAPHIC TOKENS ARE ONLY ENTITLED TO ACCESS AND USE OF THE SOFTWARE, SERVICES AND CERTAIN OTHER RIGHTS IN RELATION TO THE VOOGLUE PLATFORM IN ACCORDANCE WITH THE TERMS SET OUT IN THESE TERMS AND THE TERMS OF USE OF THE VOOGLUE PLATFORM.

VOOGLUE TOKENS ARE SOLD TO USERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC TOKENS AND AGAINST PAYMENT IN FIAT CURRENCIES, WHEREBY VOOGLUE DOES NOT, PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE VOOGLUE TOKENS (VGC).

#### **PERSONS EXCLUDED FROM TOKEN SALE**

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA, CANADA, THE REPUBLIC OF KOREA, THE REPUBLIC OF SINGAPORE, AND THE PEOPLE'S REPUBLIC OF CHINA ("**RESTRICTED AREAS**"), SHALL NOT USE THE VOOGLUE WEBSITE OR VOOGLUE TOKENS AND SHALL LEAVE THE WEBSITE IMMEDIATELY.

VOOGLUE 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 RESTRICTED AREAS TO

USE THE WEBSITE OR THE VOOGLUE TOKENS UNDER THE SEMBLANCE OF PROVENANCE FROM ANY OTHER JURISDICTION OUTSIDE THE RESTRICTED AREAS.

## 1. TERMS

The following terms shall have, for the purposes of these Terms, the following meaning:

- (a) “Digital Assets” are tokens, available on a particular public blockchain network, which includes Ether.
- (b) “ETH” or “Ether” shall mean the value token native to the Ethereum blockchain called “ether”.
- (c) “Ethereum” shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- (d) “European Economic Area” or “EEA” shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- (e) “Founders” shall have the meaning set out in paragraph 4.3(b).
- (f) “Maximum Threshold” has the meaning set out in paragraph 4.10.
- (g) “Project” shall have the meaning set out in section 2.
- (h) “Restricted Areas” shall have the meaning set out in paragraph 6.1.
- (i) “Third-party Wallet” is a solution, enabling users to store their Digital Assets and VGCs.
- (j) “Terms” shall mean the terms for users participating in the for users participating in the VooGlue token Pre-sale and Crowdsale or acquiring VooGlue tokens including the schedules and any other documents incorporated herein by reference.
- (k) “Total VGC Number” shall have the meaning, set out in paragraph 4.3.
- (l) “Pre-sale” or “Crowdsale” shall mean the sale of VooGlue Tokens, organized by an conducted as provided for under article 3 of the Terms.
- (m) “User(s)” shall mean any person, whether natural or legal, accessing the Website, or directly/indirectly making use of the Project, or the VooGlue Protocol, or VooGlue Tokens.
- (n) “VAT” means value added tax of relevant jurisdiction(s), if applicable.
- (o) “VooGlue Token” or “VGC” shall mean the cryptographic token, offered by VooGlue in the Pre-sale and Crowdsale.
- (p) “VooGlue IP” has the meaning, set out in paragraph 12.1.
- (q) “VooGlue Website” shall mean [www.VooGlue.io](http://www.VooGlue.io).
- (r) “VooGlue Platform” shall have the meaning set out in paragraph 2.1.

## 2. PURPOSE AND USE OF VOOGLUE TOKEN

- 2.1. VooGlue provides a blockchain-powered, web-based platform and application, creating an ecosystem that integrates artists, galleries, museums, art lovers, investors, and allows to

create a digital footprint of the “wall hung art” and its e-commerce counterparts, allowing the participants to interact with one another and the object, which is the art in its digital and “wall hung” form (“**VooGlue Platform**”).

- 2.2. VooGlue Platform incorporates the VooGlue Token (VGC), which is a protocol token based on the Ethereum blockchain (ERC20 standard), intended for specific use within the VooGlue Platform (“**Token Utilities**”):
  - (a) providing for a means of payment for membership, allowing the users to access interact with the VooGlue Platform and services;
  - (b) providing for a means of payment for purchases of artworks and artwork-related e-commerce products via the VooGlue Platform.
- 2.3. Purchase, ownership, receipt or possession of VooGlue Tokens carries no rights, express or implied, other than the right to use the VooGlue Token in connection with Token Utilities, in each case, to the extent that the VooGlue Platform remains in use after its deployment by VooGlue. You understand and accept that VooGlue Token does not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to VooGlue and its corporate affiliates, including the governance of VooGlue and its corporate affiliates, subject to limitations and conditions in these Terms. VooGlue Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.
- 2.4. You understand and accept that the VooGlue Platform is currently in alpha development phase and that it still requires substantial development work. Due to unforeseeable material, conceptual, technical, regulatory and commercial changes before the final release, or any time after the deployment of the VooGlue Platform You understand and accept that an upgrade of VooGlue Platform or VooGlue tokens may be required (including a hard-fork of VooGlue Token) and that if you decide not to participate in such upgrade, you may no longer use the VooGlue Platform and that non-upgraded VooGlue Tokens may lose their functionality in full.
- 2.5. VooGlue Tokens are designed to be exchangeable on cryptographic token exchanges. VooGlue, however, gives no warranties that the VooGlue Tokens will be at any time exchangeable on any such exchanges.

### 3. PRE-SALE AND CROWDSALE

- 3.1. The procedures and material specifications of the Pre-sale and Crowdsale are provided in **SCHEDULE B**. By purchasing VGC; you acknowledge that you have read and understood **SCHEDULE B**.
- 3.2. Contributions sent to VooGlue in exchange for VGC shall be considered a purchase of services offered by VooGlue Platform and shall be made in Digital Assets or fiat currency.

3.3. Additional procedural instructions may be published on the VooGlue Website. Failure to follow the published instructions for Contributions on the Website may limit, delay, or prevent you from participating in the Pre-sale or Crowdsale. By purchasing VooGlue Token, you understand and accept that your transfer of Digital Assets shall be processed by a smart contract system based on Ethereum you shall receive VooGlue Tokens at a future date.

#### 4. RISKS

4.1. You understand and agree that Digital Assets, VGC, blockchain technology, Ethereum, Ether and other associated and related technologies are new and relatively untested and outside of VooGlue's exclusive control. Any adverse changes in market forces or the technology impacting VooGlue's performance under this Agreement shall absolve VooGlue from responsibility for any delayed or unachieved milestones.

4.2. You also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the VGCs, the Platform and other relevant technologies mentioned herein and that you absolve VooGlue 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 VGCs or other Digital Assets might be considered security, or that it might be considered to be a security in the future. VooGlue does not give warranties or guarantees that VGC will not be regarded security in all jurisdictions. Each User of VGC tokens shall bear their own legal or financial consequences of VGC tokens being considered security in their respective jurisdiction.

Every User shall check if acquisition and disposal of VGC tokens are legal in their jurisdiction, and by accepting these Terms, each User undertakes not to use VGC tokens should their use not be legal in the relevant jurisdiction. If a User establishes that the use of VGC under these Terms is not legal in its jurisdiction, it shall neither use nor acquire them.

The legal ability of VooGlue to provide VGC tokens and the VooGlue Platform in some jurisdictions may be hindered or eliminated by future regulation or legal actions.

##### (b) Risks associated with Ethereum

VGC tokens are issued on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause

them to malfunction or function in an unexpected or unintended manner. Other unforeseeable changes in Ethereum, whether intended or not, may, in the same way, impact the value and usability of VGC tokens.

(c) Risk of unfavourable 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 Digital Assets and VGC tokens may be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of VGC 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 or the availability of VGC tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, consensus-based attacks, or any other attacks.

(e) Risk of security weaknesses in the Website and VGC tokens source code or any associated software and/or infrastructure

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

(f) Risk of the mining attacks

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for the VGC 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 VGC tokens, expected proper execution and sequencing of VGC tokens, and expected proper execution and sequencing of Ethereum smart contract computations in general. Despite the best efforts of VooGlue 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 VGC tokens interact with, and consequently the VGC tokens may also be impacted in that way to the extent described above.

(g) Risk of low or no liquidity

There are no warranties and/or guarantees given that VGC 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 VooGlue does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, VooGlue will not enable the exchange of VGC tokens for other cryptographic tokens or for fiat currency, although it will commit reasonable endeavours to list VGC tokens on such exchange(s).

(h) Risk of loss of value

Value of VGC tokens may fluctuate, and their users might suffer a loss in value of such acquired tokens.

(i) 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 VGC tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of VGC tokens.

(j) Internet transmission risks

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

(k) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that VooGlue cannot foresee and it is unreasonable to believe that such risks could have been foreseeable.

(l) Insufficient interest in VooGlue , the Platform and VGC tokens

It is possible that VooGlue , the Platform or VGC tokens will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such lack of interest could impact the development of the Platform and value of the VGC token.

(m) CID token and the Platform, as developed may not meet your expectations

The Platform is currently under development and may undergo significant changes before the release of the final version. Your expectations regarding the form and functionality of the Platform and VGC tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of VGC. VooGlue does not offer any guarantee as to the marketability or expected use of the Platform and/or VGC tokens.

(n) The Platform may never be completed or released

The Platform may never be released and operational, even though VooGlue will make reasonable efforts to complete and deploy it.

4.3. The VGC tokens and the Platform are provided “as is” and “as available”. We and our affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the VGC tokens, including any warranty that the VGC 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, and any warranties arising out of any course of dealing or usage of trade.

## 5. ELIGIBILITY

5.1. The Website, the Platform and VGC 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, Canada, and the People’s Republic Of China (“Restricted Areas”). In addition to the above, the user(s) shall warrant that they adhere to the terms and conditions stipulated in SCHEDULE A.

5.2. Natural and legal persons with their habitual residence or seat of incorporation in the Restricted Areas shall not use the Website, the Platform and VGC tokens.

5.3. VooGlue reserves its right to decide in its own discretion to adopt reasonable organisational and technical measures to ensure that the Website and VGC tokens are not available to persons under paragraph 6.1. VooGlue shall not be held liable for any legal or monetary consequence arising from use of VGC tokens by natural and/or legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. Such persons using VGC tokens despite the prohibition shall on the first request indemnify and hold harmless VooGlue from any legal or monetary consequence arising from their breach of the terms as described in this paragraph.



- 5.4. If you are registering to use the Platform 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.

5.5. You further represent and warrant that you:

- (c) are of legal age to form a binding contract (at least 18 years old in most jurisdictions);
- (d) 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;
- (e) are not located in, under the control of, or a national or resident of any Restricted Areas;
- (f) 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);
- (g) will not use the VGC tokens if any applicable laws in the jurisdiction of your habitual residence or incorporations prohibit you from doing so;
- (h) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software;
- (i) have carefully reviewed the content and have understood and agreed to these Terms completely,
- (j) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the VGC token;
- (k) you have obtained and was given sufficient information about the VGC tokens to make an informed decision to acquire them;
- (l) you understand that the VGC tokens confer only the right to use and access the Platform, as set out in these Terms, and confer no other rights of any form with respect to the Platform or VooGlue ;
- (m) you are acquiring VGC Tokens to access the Platform and to support its development, testing, deployment and operation; and that you are not acquiring VGC tokens for any other use or purpose, including, but not limited to, any investment, speculative or other financial purposes; and
- (n) your purchase of VGC tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens in the Platform, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

## 6. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

- 6.1. VooGlue is closely following changes to legislation in the most relevant jurisdictions and undertakes to act accordingly if regulatory changes significantly impact operations of VGC tokens and the Platform. VooGlue is not a financial institution and is currently not under the supervision of any financial supervisory authority. VooGlue does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This VGC token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
- 6.2. This document or any other document, produced and signed by VooGlue, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 6.3. None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended, and VooGlue services and the Website are not, do not offer and shall not be construed as investment or financial products.

## 7. LIABILITY

- 7.1. VooGlue and its affiliates and their respective officers, employees or agents will in regard to the Website, the Platform and VGC 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, Platform and VGC tokens), even if VooGlue has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of VGC tokens, the Website or the Platform.
- 7.2. Further, neither we 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, the Platform or VGC 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, the Platform and VGC 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, the Platform and VGC tokens.

- 7.3. You waive your right to demand the return of any cryptographic tokens or any Digital Assets you exchanged with us for the purpose of acquiring VGC tokens, including, without limitation, demand for specific performance.
- 7.4. 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, the Platform and VGC 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.
- 7.5. The information, software, products, and services included in or available through the Website and the Platform may include inaccuracies or errors. Changes are periodically added to the information therein. VooGlue and/or its suppliers may make improvements and/or changes to the Website and the Platform at any time. VooGlue makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website, the Platform, VGC 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, the Platform and VGC tokens, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. VooGlue hereby disclaims all warranties and conditions with regard to the Website, the Platform, VGC 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.
- 7.6. You warrant to VooGlue that you will not use the Website, the Platform or the VGC tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform or VGC tokens in any manner that could damage, disable, overburden, or impair the VooGlue Platform, VGC tokens or the Website.

## 8. SECURITY

- 8.1. You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account with the Platform, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password and any other login or identifying credentials of the Platform.

- 8.2. 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, the Platform, VGC tokens and systems as a whole.
- 8.3. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials to the Platform, we may, in our sole discretion, and only if we are able to, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

## 9. PRIVACY

- 9.1. VooGlue may collect only what they require for the operation of the Platform or its services and will not share your personal information with any third parties other than our identity verification partner if it applies. Even within VooGlue, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters.
- 9.2. You will provide to us, immediately upon our notice of the 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, sworn statements or other documents.
- 9.3. VooGlue reserves its right to request documentation, described in the previous paragraph, prior to activating your account at any of VooGlue and the Platform services, and any services, available through the Website. VooGlue may refuse you access to the Platform, VGC tokens and Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.
- 9.4. VooGlue 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 another 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.

- 9.5. If you create an account on our Website or the Platform, we may collect and store the following types of information: your name, address, phone, email and other similar information. Before permitting you to use our Website and acquiring VGC 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.
- 9.6. 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 another device. We use these technologies to recognize you as our User; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or another access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 9.7. 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 User.
- 9.8. 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 centres, 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.
- 9.9. 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.
- 9.10. We reserve our right to share your personal information with:

- (a) our banking partners and service providers;
- (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 (i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) 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;
- (e) other third parties only with your prior consent or direction to do so.

VooGlue will not provide your personal information to any other VooGlue and Platform users without your consent or direction.

9.11. You may access, review and edit your personal information linked to use of the Platform after the successful launch thereof by logging in to the Website using your credentials.

9.12. 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 one of our service providers or for us. 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 VooGlue 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 to 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.

## 10. TAXES

10.1. All your factual and potential tax obligations are your concern and responsibility, and VooGlue 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 for, or any similar advice.

- 10.2. 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. Upon our request, you will provide us with any information we reasonably request to determine whether we are obliged to collect VAT from you, including your VAT identification number. 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.

## 11. INTELLECTUAL PROPERTY

- 11.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, methods, compositions, formulae, techniques, information, source code, brand names, graphics, User interface design, text, logos, images, information and data pertaining to the Project (hereinafter: "VooGlue IP"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- 11.2. These Terms shall not be understood and interpreted in a way that they would mean the assignment of intellectual property rights unless it is explicitly defined so in these Terms.
- 11.3. You are being granted a non-exclusive, non-transferable, non-assignable, revocable license to access and use the Website and the Project and the VGC tokens strictly in accordance with these Terms. As a condition of your use of the Website and the VGC tokens, you warrant to VooGlue that you will not use the Website, or the Project or VGC tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the VGC tokens in any manner that could damage, disable, overburden, or impair the Website and the Project. 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 VGC tokens. The limitation to the transferability of a license shall not be understood in a way that the users are not allowed to transfer VGC tokens to third parties.
- 11.4. All VooGlue IP is the property of VooGlue 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.

11.5. 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 VooGlue IP, in whole or in part, found on the Website or associated products and services. VooGlue IP is not for resale. Your use of the VooGlue IP does not entitle you to make any unauthorized use of any VooGlue IP, and in particular, you will not delete or alter any proprietary rights or attribution notices in any VooGlue IP. You will use VooGlue IP solely for your personal use and will make no other use of VooGlue IP without the express written permission of VooGlue and the copyright owner. You agree that you do not acquire any ownership rights in any VooGlue IP. We do not grant you any licenses, express or implied, to the intellectual property of VooGlue except as expressly authorized by these Terms.

## 12. NOTICES

12.1. We may provide any notice to you under this Agreement by (i) posting a notice on the Website; or (ii) sending an email to the email address associated with your account. 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 an 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.

12.2. To give us notice under this Agreement, you must contact us by email to [info@vooglu.org](mailto:info@vooglu.org). 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.

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

## 13. MISCELLANEOUS

13.1. Materials, such as Business Plan, 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.

13.2. 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.

13.3. 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.

- 13.4. You and we 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.
- 13.5. These Terms do not create any third-party beneficiary rights in any individual or entity.
- 13.6. 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.
- 13.7. 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.
- 13.8. 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.
- 13.9. "VooGlue" refers to the Project as a whole, including any or all of the entities, being used by VooGlue, incorporated in the British Virgin Islands, which acts as the jurisdiction for execution of a smart contract for distribution of VGCs in accordance with these Terms; and as a services provider or operating company for the Project. 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.
- 13.10. All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, the Project and VGC tokens shall be finally settled under the Rules of Arbitration of the Ljubljana Arbitration Centre which shall enjoy exclusive jurisdiction in all matters directly or indirectly related to this Agreement. The

applicable law shall be the law of the Republic of Slovenia. The language to be used in the arbitral proceedings shall be English.

- 13.11. Prior to filing any claims in accordance with paragraph 14.9, you undertake to file such claim or request directly to VooGlue via e-mail at address [info@vooglue.org](mailto:info@vooglue.org). You agree that you will not file any claims in accordance with paragraph 14.9 earlier than 30 days after sending such claim or request to VooGlue in accordance with this paragraph 14.11. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 14.11, shall be rejected immediately by the tribunal as premature.
- 13.12. 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, the Project and VGC 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.
- 13.13. 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 Chain ID via e-mail and immediately navigate away from the Website and cease using the Project. By making use of the Website, the Project and VGC 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 the user(s) especially in relation to the United States ALL PARTICIPANTS AND USERS 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") or Canada, and the People's Republic Of China ("Restricted Areas");
- (b) NOT a corporation, partnership or other legal entity formed under the laws of either of the countries under the scope of the Restricted Areas;
- (c) (NOT an agency, branch or office located in either of the countries under the scope of the Restricted Areas of a corporation, partnership or other legal entity that was formed under laws other than those of either of the countries under the scope of the Restricted Areas;
- (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 (ii) 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 countries under the scope of either of the countries under the scope of the Restricted Areas; and
- (g) NOT an agent or fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or j(f) above.

THE USER(S)' DECISION TO SUBSCRIBE TO VGC TOKENS WAS:

- (a) NOT based, at least in part, on information received or communications exchanged while the user, or the person providing the information or with whom the communication was exchanged, was within the jurisdiction of any of the Restricted Areas;
- (b) NOT made from within the jurisdiction of any of the Restricted Areas; and
- (c) NOT communicated to VooGlue from a source within the jurisdiction of any of the Restricted Areas.

THE USER(S)' PURCHASE OF VGC TOKENS WAS:

- (a) made on his/her own account as principal;

(b) NOT made in anticipation of further distribution of the VGC Tokens to others; and

(c) NOT preceded, and will not be followed within 2 days from the

Closing Time, by any effort to create or condition a market for the VGC Tokens in the Restricted Areas.

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

## SCHEDULE B

### PRE-SALE AND CROWDSALE PROCEDURES AND SPECIFICATIONS

#### 1. *Total Number of VGC to be Created and Sold*

The company will create (pre-mine) 55,000,000 VGC shortly before the Crowdsale. No additional VGC will be created (mined) afterwards. The allocation of these VGC will be as follows:

- 6,000,000 VGC will be offered in the Pre-sale;
- 36,000,000 VGC will be offered in the Crowdsale
- 13,000,000 VGC will be allocated towards (i) Referral Fund, (ii) Marketing & Incentive Fund, (iii) Founders Advisors & Team, and (iv) Reserve.

#### 2. *Commencement and duration of Pre-sale*

The Pre-sale shall commence on 19 January 2018 at 00:00 PM (UCT+8), and shall continue until (a) all VGC offered in the Pre-sale have been sold or (b) until 20 March 2018, whichever is earlier (either of (a) or (b), the “Pre-sale End Date”). I

In the event that not all VGC have been sold by the Pre-sale by the End Date, the remaining VGC will be offered in the subsequent Crowdsale.

#### 3. *Commencement and duration of Crowdsale*

The Crowdsale shall commence on 21 March 2018 at 00:00 PM (UCT+8), and shall continue until (a) all the VGC offered in the Crowdsale have been sold or (b) until 20 June 2018, whichever is earlier (either of (a) or (b), the “Pre-sale End Date”). I

In the event that not all VGC have been sold by the Pre-sale by the End Date, the remaining VGC will be allocated to the Company, which reserves the right to offer them to the general public in another sale.

#### 4. *Purchase Limits*

To facilitate the sale of VGC to a broad community of purchasers, consistent with VGC’s express purpose as a utility token, Company will impose a per person purchase limit (“**Purchase Limit**”), whereby each individual purchase can amount to no more than 1% of the total VGCs offered in the Pre-sale or the subsequent Crowdsale.

## 5. *VGC Price and transfer*

The price of VGC is set in relation to the cryptocurrency native to the Ethereum Blockchain Network (ETH), whereby the price of 500 VGC equals 1 ETH.

The VGC can be bought in exchange for cryptocurrencies Ether (ETH) and Bitcoin (BTC), or fiat currencies. In each of these cases the price of VGC shall be calculated in relation to any of the specified means of payment against the value of ETH, as established on the Coinbase exchange (Coinbase.com) at the time of transfer.

Additional discount offers, bounty opportunities and other factors that determine the price of any specific purchase shall be published on the Website and are presented in the Project Whitepaper, incorporated hereto by reference.

VGC tokens shall be transferred at the wallet address you specified at the time of purchase.

## 6. *Registration and Other Procedures for Buying VGC in the Token Sale*

To participate in the Token Sale, you must undergo a registration procedure (“**Registration**”) in accordance with the guidelines published on the Website, incorporated hereto by reference.

## 7. *Use of Proceeds from VGC Token Sale*

The proceeds of the Pre-sale and Crowdsale shall be used for development of the VooGlue Platform, business development of the Company, and financing the Arts Development Fund.

## 8. *Legal Notice*

VooGlue reserves the right to change the distribution manner in any way in light of changed circumstances or reasonable re-evaluation of the Project.

VooGlue reserves the right to stop the distribution process. Such stop shall remain at the discretion of VooGlue and shall only be used in limited situations, such as, but not limited to: i) detection of a serious security issue, ii) serious network performance issue, depriving all users of equal treatment, iii) any type of material attack on the VGCs, the Platform, Website or Ethereum network.

VooGlue shall in no way be responsible for any funds lost due to the Users’ negligence, lack of diligence, or failure to follow any instructions issued by VooGlue, including sending funds through Digital Assets exchange(s).

The funds raised from the VGC distribution will belong to VooGlue and will be used for, inter alia, the development, marketing, operations, legal, governmental duties and running

of the Project, as described in the last version of the VooGlue Whitepaper, made available to the Users on the Website and incorporated herein by reference.

VooGlue reserves the right to change the dates set out in these Terms at any given time due to technical or organizational reasons, without any duty to provide any reason(s). Any such changes will be published on the Website.