

# EROSCOIN Crowdfunding Terms and Conditions

## **1 Website**

1.1 EROSCOIN withholds its exclusive right that allows it to, at any time and without giving any notice takes the following actions:

- (a) Making changes to its Website's features and content through either varying, modifying, adding or removing, or amending any of them. On accessing or using the website, the company will assume that you have read, accepted and agreed on this and the changes that might be published on the Website; and,
- (b) Controlling the use of its Website by either blocking or restricting access, terminating, withdrawing, or suspending the use of the whole, part or parts of the Website. EROSCOIN Parties will not be held liable for losses incurred following such action.

1.2 To aid in the use of the Website and increase the user experience, the EROSCOIN Website provides hyperlinks. This websites may or may not be under the control or maintenance of EROSCOIN. EROSCOIN and their parties repudiate and will not be liable for any and all the risks suffered through the use of these links. The company and its parties disclaim any and all responsibilities arising as a result of any and all third party content in the sites availed to its users through its Website.

1.3 EROSCOIN has no affiliation with the Third Parties that it avails information and sites of. It bears no association with any services and products, trade/service marks, logos and signs found in the Websites accessed from the links. Therefore, users should not assume that the inclusion of the hyperlinks is an endorsement of the Websites and their activities by EROSCOIN.

## **2 Crowdfunding**

2.1 EROSCOIN intends to collect funds from donors, which will be used in the development of EROSCOIN including EROSCOIN mobile wallet, web wallet, crypto payment products, merchant and business tools.

2.2 EROSCOIN intends to hold polls where only valid authorized Token holders can participate, to gather feedback and obtain Token holder's opinions, after which their results will be applied in making and implementing the EROSCOIN's financial and or technical decisions and directions. Poll outcomes are neither binding to EROSCOIN nor enforceable by the Token holders as the Company reserves its exclusive rights that allow it to make and implement any decision in relation to its finances or operations.

2.3 The use of the intellectual property rights belong wholly to EROSCOIN along with its nominees. Thus, Token holders should not under any circumstance believe that the tokens certify or provide expressly or impliedly, any rights, obligation or contract other than only qualify one to receive any rewards that the EROSCOIN's Prospectus describes, when or if its completion and deployment is successful.

Additionally, EROSCOIN' donors will not have any direct or indirect influence on the EROSCOIN's governance.

2.4 The EROSCOIN website is where the crowdfunding will take place and will entail the acceptance of donations in exchange for tokens. Donors are free to use cryptocurrencies or any of their preferable payment method available in the website. It is crucial that donors follow all the crowdfunding instructions stated on the website to avoid limitations, delays, or prevention from donating. Donors can ask direct questions about these instructions to support@eroscoin.org .

2.5 EROSCOIN does not offer any guarantees to donors or anyone else for that matter that the delivery of EROSCOIN will be in a specific timeframe or that it will be at all delivered.

2.6 Any donor who donates to EROSCOIN by following all the lawful regulations on the extent of donations agrees that they will not hold EROSCOIN along with its parties liable for any losses that may arise out of the donation, or that are fully or partly dependent on their failure to properly secure and keep their email or password used in the crowdfunding confidential.

### **3 Timing of Crowdfunding**

3.1 The commencement time will mark the beginning of the crowdfunding, which will continue for 35 days before the closing time.

3.2 EROSCOIN has exclusive rights and the total discretion to change both or either the commencement and closing Times. In a situation where, the rights and discretion are exercised, EROSCOIN will publish changes on the dates and times on the website or blog. If EROSCOIN receives sufficient funds before the closing time, EROSCOIN reserves the rights to close the ICO before the closing time.

### **4 Obligation to comply with the laws of donor's jurisdiction**

Each and every potential donor should be responsible in ensuring that they meet all the jurisdiction's laws as pertains to donors and donations. Since EROSCOIN is and will not be liable where a donor does not meet the legal requirements, every donor should ensure that they are legally viable to take part in the crowdfunding through donating, receiving, and holding tokens.

### **5 Limitations on receiving tokens**

5.1 The crowdfunding places no limitation on tokens to be provided and subject to clause 5.2, the donor may receive EROSCOIN tokens calculated based on their total investment amount.

5.2 In the ICO, the company has set the maximum cap for ERO tokens at 2.4 billion. Of all the tokens, 50% will be assigned to the ICO participants, 20% to the EROSCOIN foundation, 9% to escrow and advisory, 10% to the charity fund and the 10% will be assigned to reserve fund. The remaining one percent of the funds will be used to fund the bounty program.

## **6 Fraudulent attempts to double spend cryptocurrency**

Double spending during the crowdfunding will not be tolerated and such attempts will lead to denial of tokens to parties. EROSCOIN will keep a close eye on all possible transactions to ensure that donors do not double spend any cryptocurrencies.

## **7 EROSCOIN will not receive tokens during the Crowdfunding**

7.1 In the time that the crowdfunding takes place, tokens will only be received in relation to the reserved proportions and not at any other time.

7.2 At the end of the crowdfunding, undistributed tokens will be burned.

## **8 Warning: Persons not familiar with cryptocurrencies, cryptographic tokens, and the blockchain technology should not join crowdfunding.**

8.1 Participants in the crowdfunding should only be those parties that have a significant experience with and or an understanding of the use and the intricacies associated with cryptocurrencies, cryptographic tokens and blockchain technology.

8.2 Despite the fact that general guidelines on the use of and storage of tokens will be provided, EROSCOIN advises that all parties have adequate knowledge on cryptocurrencies, cryptographic tokens and blockchain based systems, storage and transfer mechanisms. EROSCOIN and its Parties will not accept liability for losses arising from, or are connected to the Donators' actions and or omissions, but it will offer assistance where needed and sought in the crowdfunding.

## **9 Cancellation and refund policy**

EROSCOIN will not offer refunds, compensations or allow withdrawals. Any person who participates in the crowdfund acknowledges that EROSCOIN is and will not be required, for any reason whatsoever, to provide a refund, that money or compensations in lieu of a refund will not be received.

## **10 Privacy**

10.1 Confidentiality of the token holders' and donors' personal identifying information will be maintained, and EROSCOIN will not publish any such information without the token holder's consent, if there is or are no contrary provisions in the terms and conditions, Privacy Policy and the Website.

10.2 EROSCOIN will or may contact to its donors about the crowdfunding before, on and after the crowdfunding.

10.3 The donor may as per the requirements of applied laws or in an event where they request for technical support, be required by EROSCOIN to provide additional information.

## **11 US citizens**

11.1 US Citizens and or residents will not be offered the tokens.

11.2 Any participant in the crowdfunding through donations to EROSCOIN, reception and the holding of tokens implies and warrants that they are neither a US citizen nor resident.

## **12 Cooperation with legal authorities**

Full support and documentation of all law enforcement inquiries, subpoenas, or requests, in the relevant jurisdictions will be required for full cooperation from EROSCOIN.

## **13 Jurisdiction of the Crowdfund**

EROSCOIN Foundation Australia, Under its laws is the legal entity conducting the crowdfunding.

## **14 “Know your customer” and “Anti money laundering”**

Where the law demands that EROSCOIN conducts enquiries and checks aimed to “Know Your Customer” and perform “Anti Money Laundering” checks, EROSCOIN has exclusive rights to do so.

## **15 Force majeure**

In a force majeure event, none of the EROSCOIN Parties is liable for their failure to perform and through participation in the crowdfunding, donations to EROSCOIN, receiving and holding tokens to that extent which applicable law permits, one agrees to this term, that no other party, including a EROSCOIN Party will be held liable for losses arising or which are partially or wholly connected to a force majeure.

## **16 Complete agreement**

16.1 The entire understanding between each and every donor's, EROSCOIN and EROSCOIN Parties in relation to the participation in crowdfunding, donations, receiving and holding tokens is set out by these terms and conditions along with other published frequently on the website.

16.2 This document triumphs in situations where it may conflict with the information found on the website and other documents, including the Prospectus.

16.3 The English version of this document triumphs in the event that the terms and conditions herein and any terms and conditions published frequently on the website and the prospectus conflict.

## **17 Severability**

The validity and enforceability of the whole of this document or some unaffected provisions of the document may and cannot be deemed ineffective in the event that any provision brought forth in the terms and conditions is found to be illegal or unenforceable, wholly or partially, and such a provision should be solely made ineffective to the extent of the validity and enforceability.

## **18 No waiver**

Donators and users of the EROSCOIN website should not interpret EROSCOIN failure to necessitate or impose strict performance on any or all the provisions of these terms and conditions and exercise any or all rights under the terms and conditions as a waiver or relinquishments of such or these terms and conditions. In addition, EROSCOIN express waiver of any provision, condition, or requirement of the terms and conditions is not, in any way, a waiver on future obligation to comply with the provision, condition, or requirement. Finally, representations, statements, consents, waivers, other acts, or omissions by EROSCOIN shall not be considered as modifications of these terms and conditions or legally binding, except as expressly set out in the terms and conditions.

## **19 Disclaimer of warranties**

19.1 In participating in the crowdfunding, the donor makes an express agreement that they are participating in crowdfunding, making donations to EROSCOIN, and receiving and holding tokens at their own risk and that tokens are provided without any express or implied warranties such as warranties of title or implied, merchantability or fitness on an 'as is' basis and for a particular purpose except where limited by the applicable law.

19.2 Without any intention to limit clause 19.1, there is no guarantee provided by EROSCOIN for a smooth, uninterrupted and error free process when participating in the crowdfunding, making donations, receiving and holding tokens.

## **20 Exclusion of liability**

EROSCOIN and its parties shall assume no liability on any legal case for losses, whether or not EROSCOIN, its representatives or any of EROSCOIN party have received advice on a possibility of such a loss, occurring, as a result, directly or indirectly and arising from and or in connection to:

- (a) Participating in the crowdfunding, donating to EROSCOIN, receiving as well as holding tokens;
- (b) Accessing, using or inability of accessing or using the website;
- (c) Relying on or using or inability of using content and information in the website;
- (d) Performance failures, errors, omissions, interruptions, defects, delays in operation or transmission, computer viruses or line or system failures of the website or any linked website;

- (e) Costs of procuring substitute goods and services as a result of goods and services, data and information, purchased, obtained or messages received and or transactions sought and entered into through the website.
- (f) Illegally accessing and or altering of transmissions and or data;
- (g) Statements and conducts of third parties on the EROSCOIN website; or
- (h) All and any matters associated with the website

## **21 Indemnity**

Your participation in any way in the EROSCOIN crowdfunding, donation, reception, and holding of tokens and or use of the website indemnifies EROSCOIN parties.

## **22 Forward looking statements**

22.1 Forward-looking statements, which are in most cases identified through the use of words like, “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta”, “scheduled,” “estimates,” “forecasts,” “intends,” “predicts”, “does not predicts” and/or or variant of such words/phrases/statements that certain actions/events/results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved, may be included in the website, the Prospectus, and the Business model. The statements take into consideration risks and uncertainties whether known or not and such other factors that may influence EROSCOIN’ actual results, performance and achievements forcing them to vary materially from such future results, achievements and performance that the forward-looking statements imply or express. In making and using the forward-looking statements, EROSCOIN believes it has a reasonable basis but requires that the donors and crowdfunding participants not to place undue reliance on the information. The possibility of forward-looking statements not occurring is quite high because by its nature, forward-looking information consists of various assumptions, general and specific inherent risks and uncertainties.

22.2 Crowdfunding participants, donors, receivers and holders of tokens and website users, who actively engage in this activities acknowledge and agree that they completely understand the risks in clause 22.1 and accepts them and that no EROSCOIN’s party or any other party for that matter as permitted by the applicable law will be liable for losses arising from activities revolving around the crowdfunding.

## **23 Acknowledgement**

The user acknowledges that the use and reception of tokens is prone to financial risks and as such acknowledges and agrees to solely bear all and any losses arising from the participation in the crowdfunding, donations made to EROSCOIN, reception of and the holding of tokens and or use of the website. EROSCOIN and parties will not be liable for any such losses made.

## **24 Governing law**

The laws and courts of the Republic of Australia shall govern this document and have exclusive jurisdiction over all and any dispute arising from it.