

# Electrominer Token Sale

## Terms and Conditions

Last Updated: August 02, 2018

**PLEASE CAREFULLY READ THESE GENERAL TERMS AND CONDITIONS BEFORE USING THE WEBSITE (AS DEFINED BELOW), WHICH INCLUDES THE PLATFORM AND ANY SERVICE OR PRODUCT MADE AVAILABLE ON OR THOROUGH THE WEBSITE, AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE WEBSITE OR THE PLATFORM OR BUY ELECTROMINER TOKENS. BY ACCESSING OR USING THE PLATFORM AND/OR PURCHASING ELECTROMINER TOKENS, YOU ACKNOWLEDGE THAT YOU HAVE FULLY READ, UNDERSTAND AND IRREVOCABLY ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

### SECTION 1. DEFINITIONS

**Accompanying Documents** - other documents issued by the Company in connection with Electrominer Token Sale (including, but not limited to the relevant privacy policies, sale policy etc.).

**Account** – Your digital account on the Platform, which You create to access to the Platform and Services and use to purchase ELM during the Electrominer Token Sale, identified by a unique username that is subject to unilateral change by the Company for purposes of cyber-squatting prevention and morality protection.

**Affiliates** – any persons or entities that have any relation to the Company, including, but not limited to partners, employees, agents and contractors of the Company.

**Applicable Law** – all laws, rules, regulations and guidance, codes and requirements applicable to these Terms, ELM, the Electrominer Token Sale, and any and all relations between You and the Company.

**Blockchain** – a type of distributed ledger, comprised of immutable, digitally recorded, data in packages called blocks.

**Company** – Lighthouse Project One LLC, exempted company, incorporated in the United States with limited liability which is the entity maintaining and operating the Electrominer Token Sale and offering ELM for purchase in accordance with these Terms.

**Electrominer Founders** – creators of the Company, and initiators of the Electrominer Token Sale as presented on the main page of the Platform, being experts in the fields of construction, real estate, solar energy and IT industries.

**Electrominer Token Sale** – a five-phase restricted offering to eligible participants to purchase ELM during any Pre-Sale Period, and four weeks of Public Sale.

**ELM** – cryptographic token, which is software digital product (not being digital currency), sold by the Company, as the software digital for mining power allocation and distribution on the Platform. ELM is tentative name and symbol of such Electrominer cryptographic token and the Company retains the right to change its name and/or symbols in future due to the technical, organizational or other requirements and conditions.

**Ethereum** – an open software platform based on Blockchain technology that enables developers to build and deploy decentralized applications.

**Ethereum Smart Contracts** – a digital computer protocol that contains code functions and can interact with other code functions (including codified contracts), perform actions, processes and

functions without manual action or the participation of third parties, store data, and facilitate and verify the transfer of digital currencies

**Pre-Sale Period** – A private sale that begins on August 15, 2018 (00:00 UTC + 0) and ends on September 14, 2018 (11:59:59 PM UTC + 0), during which eligible purchasers who complete an application may purchase ELM, subject to minimum transaction amount requirements, from the Company.

**Main Public Sale Period** – The first time during which eligible buyers may purchase ELM from the Company beginning on September 15, 2018 (00:00 UTC + 0) and ending on October 13, 2018(11:59 PM UTC + 0)

**Parties** – the Company and You.

**Platform** – is the website maintained by the Company at “<https://electrominer.io/>”, including the digital platform (not a legal entity) made available to You through the website that is designed to enable You to access, interact with and rent hashing power, receive rewards.

**Services** – any service or product made available to You on or through the Platform or provided to You by the Company through the Platform.

**Terms** – these Terms and Conditions, including all Accompanying Documents, and any other rules, policies or procedures that may be issued by the Company and published from time to time on the Platform, as amended from time to time in accordance with the terms herein.

**You (or Your)** – any person who uses the Platform and/or Services with or without prior registration and authorization of the Company, including for the purchase of ELM.

## **SECTION 2. TERMS AND CONDITIONS, STATUS AND ACCEPTANCE**

2.1. These Terms constitute a legally binding agreement between You and the Company, effective at the earliest date and time You begin using the Platform or Services or purchase ELM.

2.2. These Terms define the rights and obligations of the Company and You in relation to Your access, use or other interactions with the Platform and Services, including for the purpose of performing certain transactions using ELM.

2.3. You must carefully read and agree to comply with these Terms before using the Platform and/or Services.

2.4. By using the Platform or Services and/or purchasing ELM, You are confirming to the Company that You have fully read, understand and irrevocably accept these Terms. If You do not agree with these Terms in general or any part of them or have not checked the requisite boxes – after registration fields completed – acknowledging Your review and acceptance of these Terms, You are not permitted to use the Platform or purchase ELM.

## **SECTION 3. PURCHASE LIMITATIONS**

3.1. BY PURCHASING, HOLDING, OR USING ELM, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES (INCLUDING CRYPTOGRAPHIC TOKENS) ARE INHERENTLY UNSTABLE AND AGREE TO ACCEPT THAT RISK, AND AGREE THAT THE COMPANY IS NOT LIABLE FOR ANY LOSS THAT YOU MAY EXPERIENCE, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS DISCUSSED IN SECTION 7 HEREIN AND IN THE ACCOMPANYING DOCUMENTS.

3.2. ELM ARE INTENDED TO BE MARKETED, OFFERED AND SOLD TO PARTICIPANTS ONLY IN THOSE JURISDICTIONS IN AND TO THOSE PERSONS WHERE AND TO WHOM THEY LAWFULLY MAY BE OFFERED FOR SALE. FOR THE PRE-SALE PERIOD AND PUBLIC SALE PERIOD THESE JURISDICTIONS INCLUDE NAMELY THE FOLLOWING

JURISDICTIONS: THE UNITED KINGDOM, FRANCE, GERMANY, HONG KONG AND SINGAPORE, AND OTHER JURISDICTIONS AND THOSE, DEFINED AS PROHIBITED BELOW HEREIN. (WITH RESPECT TO EACH SALE PERIOD, THE “**PERMITTED JURISDICTIONS**”).

3.3. THE MARKETING, OFFERING AND SALE OF ELM IS BEING MADE IN THE PERMITTED JURISDICTIONS ON THE BASIS THAT ELM TOKENS DO NOT CONSTITUTE A SECURITY, FINANCIAL INSTRUMENT OR OTHERWISE REGULATED INVESTMENT IN THOSE JURISDICTIONS SUCH THAT THE PROSPECTUS OR OTHER DISCLOSURE REQUIREMENTS AND OTHER INVESTOR SAFEGUARDS THAT WOULD APPLY TO A SECURITIES OFFERING WILL NOT APPLY TO THE ISSUANCE, OFFERING AND SALE OF ELM IN THE PERMITTED JURISDICTIONS. IN ADDITION, THE COMPANY IS NOT REGULATED IN THE PERMITTED JURISDICTIONS AND IS NOT REQUIRED TO BE REGISTERED WITH, OR LICENSED OR AUTHORIZED BY, RELEVANT AUTHORITIES IN THE PERMITTED JURISDICTIONS.

3.4. THE COMPANY IS NOT A STOCK, COMMODITY OR ANY OTHER INVESTMENT INSTRUMENTS EXCHANGE. ELM ARE NOT SECURITIES AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH, SINCE ELM’S BASE USE CASE IS CONSIDERED AS A DIGITAL UTILITY WITHIN THE PLATFORM, HOWEVER, CONSIDERING POTENTIAL FUTURE REGULATIONS, THE COMPANY ACCEPTS OBLIGATIONS TO BE REGISTERED WITH SECURITY AND EXCHANGE COMMISSION. BASING ON THIS VISION, YOU ACKNOWLEDGE AND AGREE THAT ELM DO NOT REPRESENT ANY SHARE, STAKE, DEBT OR SECURITY OR EQUIVALENT RIGHTS, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO RECEIVE FUTURE REVENUE OR PROFIT SHARES OR INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY OR THE ELECTROMINER FOUNDERS, AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE COMPANY. HOLDERS OF ELM ARE ONLY ENTITLED TO A LIMITED RIGHT TO USE THEM (1) IN CONNECTION WITH THE PLATFORM IF IT IS SUCCESSFULLY DEVELOPED, LAUNCHED AND/OR OPERATED IN ACCORDANCE WITH THE TERMS HEREIN, AS SET FORTH IN SECTION 4 AND, (2) IN THE EVENT THE COMPANY PERMITS ELM TO BE USED AS IN-SERVICE CRYPTO-CURRENCY FOR HASHING POWER ALLOCATION.

3.5. IF YOUR PRIMARY RESIDENCE OR DOMICILE IS NOT IN ONE OF THE PERMITTED JURISDICTIONS, YOU ACCEPT THE RISK OF CERTAIN REGULATORY AND TAX ISSUES AND THE COMPANY RESERVES THE RIGHT TO REFUSE TO SELL ELM TO YOU.

3.6. THE COMPANY RESERVES THE RIGHT TO CANCEL ANY ELM PURCHASE AT ANY TIME IN THE COMPANY’S SOLE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE COMPANY FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, CHANGE OF REGULATORY REQUIREMENTS, OR UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD.

3.7. ANY PURCHASER, EVEN IN CASE HE / SHE IS ELIGIBLE PURCHASER HEREUNDER, IS DIRECTLY PROHIBITED HEREUNDER TO MAKE ANY PAYMENT OR OTHER

TRANSFER OF VALUE FROM SUCH PURCHASER TO SELLER IN ORDER TO PURCHASE ELM IN CASE SUCH A PAYMENT IS DERIVED FROM, PLEDGED FOR THE BENEFIT OF, OR RELATED IN ANY WAY TO, (1) PROPERTY THAT IS STOPPED, BLOCKED, FROZEN, OR IS BEING UNDER SANCTIONS IN ANY MANNER, (2) PROPERTY THAT IS IN ANY MANNER BLOCKED UNDER ANY LAWS OR REGULATIONS OF THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) OF THE US DEPARTMENT OF THE TREASURY , OR THAT WOULD BE BLOCKED UNDER SUCH LAWS OR REGULATIONS, (3) THE GOVERNMENT OF ANY COUNTRY DESIGNATED AS A COUNTRY SUPPORTING INTERNATIONAL TERRORISM, OR (4) ANY CRIMINAL OR ILLEGAL ACTIVITY OR AIMED TO PERFORM ANY MONEY LAUNDERING ACTIVITY. DESIGNATION OF WHETHER APPROPRIATE PAYMENT IS ADMISSABLE HEREUNDER IS SUBJECT TO SELLER'S SOLE DECISION.

#### **SECTION 4. GENERAL TERMS**

4.1. These Terms are effective and binding on You, and the covenants, representations and warranties set out in this Sections 4 and 5 of these Terms are repeated, each time You use or access the Platform or Services, or use or access any software the Company provides access to on or through the Platform or Services.

4.2. You shall not access or use the Platform if You are prohibited from using or accessing it under the Applicable Law and/or law of Your country of residence. If You are in any manner limited or prohibited from the purchasing, possessing, transferring, using or otherwise conducting a transaction involving any amount of ELM under Applicable Law and/or the law of Your country of residence, You are prohibited from accessing, referencing, engaging, or otherwise using the Platform and Services, including for the purchase of any ELM. These Terms are subject to change, modifications, amendments, alterations or supplements (each, an "Amendment") at any time without prior written notice, at the Company's sole discretion. Your continued use of the Platform or Services after any such Amendment shall constitute Your consent to such Amendment and acceptance of the amended Terms (including the Accompanying Documents). If the Company changes, amends, modifies, alters or supplements these Terms (including any of the Accompanying Documents), the Company shall publish such amended version of these Terms and/or the Accompanying Documents reflecting such Amendment to the Platform. The date of the most recent Amendment will be indicated at the top of the Terms or the relevant Accompanying Document. The revised Terms will be effective upon Your subsequent use of the Platform or Services are the date of such posting. You waive any right You may have to receive specific notice of such changes or modifications. If You do not agree to the Terms in effect when You access or use the Platform or Services, You must stop using the Platform and/or Services.

4.3. These Terms the Platform and Services, and all content herein, therein or thereon, do not constitute an offer or solicitation to sell shares or securities. None of the information or analyses presented herein, therein or thereon are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Platform and Services are not, do not offer, and shall not be construed as investment or financial product.

4.4. The Company reserves the right, in its sole discretion, to modify or to temporarily or permanently suspend or eliminate the Platform or Services and/or disable any access to the Platform or Services, including disabling or terminating access to Your Account or for any person attempting to access to the Platform or Services from Your internet protocol address.

4.5. The Company may, in its sole discretion in accordance with the Applicable Law and without notice to You, implement, amend or change the Platform's monetization policy, including to enable or permit ELM for use as an in-service crypto-currency for purchasing Services on the Platform.

## **SECTION 5. REPRESENTATIONS AND WARRANTIES; COVENANTS**

5.1. By accessing or using the Platform or Services and/or creating an Account, You represent and warrant that:

- (i) You are of an age of majority in the jurisdiction where You are a resident and are able to agree and enter into these Terms (at least 18 years of age) and meet all other eligibility and residency requirements;
- (ii) You are fully able and legally competent to access and use the Platform and Services as well as to enter into and comply with the terms (including Section 5.2) of these Terms;
- (iii) You will not violate any legislation in force of the country of Your residency or any other agreement to which You are a party by entering into these Terms or to comply with these Terms, including all conditions, obligations, affirmations, representations and warranties set forth herein;
- (iv) You have all necessary and relevant experience and knowledge to interact or transact with cryptocurrencies, cryptographic tokens, Platform, Services and Blockchain-based systems, have a full understanding of the relevant frameworks of the foregoing, and have obtained sufficient information about the Company, the Platform, Services and ELM to enter these Terms;
- (v) You are aware of all the merits, risks (including those set forth in Section 7) and any restrictions associated with cryptocurrencies, cryptographic tokens, Blockchain-based systems, and accept responsibility for evaluating purchasing or using the foregoing;
- (iv) if You are using or accessing the Platform or Services, or purchasing ELM, on behalf of a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into these Terms on behalf of such corporation, governmental organization or other legal entity and bind them to these Terms;
- (v) You are not (A) identified on, or acting on behalf of any person identified on, any list of persons subject to trade or economic sanctions, including but not limited to the list of Specially Designated Nationals and Blocked Persons, or the Consolidated Sanctions List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control, (B) You are not established in, resident in, or otherwise operating from countries or territories subject to U.S. economic sanctions, including Cuba, Iran, North Korea, Syria, and the Crimea region, and (C) otherwise subject to trade or economic sanctions;
- (vi) You are not a citizen or permanent resident of, and do not make your transactions from, a Prohibited Jurisdiction or any territories or possessions of any such Prohibited Jurisdictions;
- (vii) You will not access or use the Platform or Services if any applicable laws in Your country of residence prohibit You from doing so in accordance with these Terms;
- (viii) You are not using and will not use the Platform or Services for any illegal activity, including, but not limited to, money laundering and the financing of terrorism;
- (ix) You have not agreed to or entered into these Terms in reliance of any warranty or representation except those specifically set forth in these Terms;
- (x) Information that You store or transfer through the Platform may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure events, or other disasters, including third party distributed denial of services attacks, schedule or unscheduled maintenance, or other causes either within or outside of the Company's control;
- (xi) The funds You use to purchase ELM are not the proceeds of any criminal or illegal activity or money laundering activity, each as interpreted in the broadest terms; and

(xii) the ELM You purchase will not be used to facilitate any criminal or illegal activity or to perform any money laundering activity, each as interpreted in the broadest terms.

5.2. In connection with Your access and use of the Platform, and Services You shall not and agree not to:

- (i) violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization;
- (ii) provide false, inaccurate or misleading information to the Company, including when creating Your Account or applying to purchase or purchasing ELM;
- (iii) take or attempt to take any action or claim ownership of any property that infringes or would infringe on (A) the Company's intellectual property interest in and to the Platform and Services as set forth in Section 11, or (B) any third party's copyright, patent, trademark, or intellectual property rights;
- (iv) distribute unsolicited or unauthorized advertising, promotional or marketing material or any junk mail, spam, or chain letters;
- (v) reverse engineer or disassemble any aspect of the Platform or Services for any purpose, including but not limited to, in an effort to access any source code, underlying ideas and concepts, and algorithms;
- (vi) take any action that imposes an unreasonable or disproportionately large burden or load on the Company's infrastructure (including, but not limited to, servers, networks, data centers and related or like equipment), or detrimentally interferes with, intercepts, or expropriates any system, data, or information of the Company;
- (vii) transmit or upload any material to the Platform or Services that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- (viii) attempt to gain unauthorized access to the Platform, other systems of the Company, computer systems or networks connected to the Platform or any Services, including through password mining or any other means; or
- (ix) transfer any rights granted to You under these Terms.

5.3. You further represent and warrant that any funds You use (A) to purchase ELM, (B) to participate in the Electrominer Token Sale, or in connection with the Platform, are in each case Your property or You are duly authorized to possess and transact using such funds by the owner of such funds.

## **SECTION 6. WEBSITE REGISTRATION AND ACCOUNT**

6.1. For the purpose access or using the Platform or Services or purchasing ELM, You must register on the Platform and create an individual Account with Your respective login and password. You are given access to an Account following Your creation of a user name and password, Your provision of all information required by the Company, and the Company's authorization of Your Account.

6.2. Registration data and other information that You provide to the Company is subject to the accompanying privacy policies available on the Platform. By continuing to use the Platform or Services, creating an account and/or purchasing ELM, You acknowledge that You have read, understood and accepted the information described in the Electrominer Token Sale Privacy Policy ([https://electrominer.io/docs/privacy\\_policy.pdf](https://electrominer.io/docs/privacy_policy.pdf)). If You do not agree with such Privacy Policy in general or any part of it, you should not use Services, access the Platform and/or purchase ELM.

6.3. You agree to keep Your login information and password private and to immediately notify the Company of any unauthorized Account activity.

6.4. You may be modify Your login information; however, You are solely responsible for any loss or damage You or the Company may suffer as a result of Your doing so or failure to do so.

6.5. You hereby expressly represent and warrant that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account.

## **SECTION 7. RISKS OF ELM AND LIMITATIONS OF LIABILITIES**

7.1. You understand and acknowledge that ELM, Blockchain-based technologies, Ethereum, and other associated and related technologies are not exclusively controlled by the Company and adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Company's performance under these Terms. As such, the purchase of ELM carries with it a number of risks. Prior to purchasing ELM, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks associated with purchasing and holding ELM are unacceptable to You, You should not purchase ELM.

7.2. It is possible that due to a number of reasons outside of the Company's control, including but not limited to, changes in regulatory or intellectual property law, technological advancements, decreases in token or cryptocurrency or cryptographic token utility, social or economic reforms, the failure of commercial relationships, or the malfunction, breakdown or abandonment of the Ethereum Protocol, the Company, Blockchain-based technology, Ethereum and other related technologies may dissolve, disappear, be abandoned or otherwise no longer operate, or operate with material impairments.

7.3. The market value of cryptocurrencies (and, therefore, the potential market value of ELM) may go up or down, and the market value of cryptocurrencies have demonstrated extreme volatility. Any cryptographic tokens may not have market value. You should expect fluctuations, both down and up, in the market value (if any) of ELM that You purchase, if any, and such fluctuations may be extremely volatile, including price crashes that may occur in the event of political or economic crises that cause a large-scale sell-off of ELM. In addition, there may not be a market for resale of ELM or exchanging ELM for fiat currencies, and the Company cannot and does not guarantee market liquidity for ELM or the ability to exchange ELM for fiat currencies by purchasers of ELM.

7.4. The regulatory landscape with respect to cryptocurrencies and cryptographic tokens, including ELM, is evolving. There may be uncertainty in the regulatory treatment of ELM and the Electrominer Token Sale in jurisdictions where the Electrominer Token Sale is conducted. Although the Company does not believe that ELM are securities in any jurisdiction where the Electrominer Token Sale is conducted, there is no assurance that relevant competent government or regulatory authorities ("Relevant Authorities") would not take a different view, either now or in the future. Similarly, although the Company does not believe that the offer, purchase and sale of ELM are subject to any securities, commodities, derivatives or other financial law and regulation (collectively, "Regulations"), there is no guarantee that the Relevant Authorities may not subsequently determine that the Electrominer Token Sale is subject to Regulation and was not in compliance with certain Regulations. Any such different view or determination by Relevant Authorities may adversely affect the legality of the Electrominer Token Sale or impose restrictions on the transfer of ELM and other regulatory requirements, which may affect the market value and liquidity of ELM.

7.5. There may be restrictions on the sale and purchase of cryptocurrencies and cryptographic tokens in certain jurisdictions, including outright prohibition or a requirement that the sale or purchase must take place on a regulated exchange or trading venue. These restrictions may become more prohibitive over time. There is, therefore, a risk that purchasers of ELM cannot access a regulated exchange or trading venue in their jurisdiction, or any other jurisdiction, and may, therefore, find it difficult or unlawful to sell ELM or any alternative cryptocurrency or cryptographic token they hold as a substitute for ELM. There are additional risks presented by any potential token exchange service provider, if any, which might be subject to poorly-understood regulatory oversight.

7.6. Unlike certain accounts with financial institutions, ELM are not insured by any governmental or regulatory entity (such as the Federal Deposit Insurance Corporation). In the event of loss, or the loss of utility value, You may not have recourse (and shall never have recourse against the Company in accordance with these Terms) unless You obtain private insurance for Your ELM.

7.7. It is Your obligation to determine the tax characterization of ELM. You may experience adverse enforcement or other consequences in connection with purchasing ELM.

7.8. It is possible that alternative networks or platforms could be created that utilize the same or similar open-source codes and protocols that underlie the Platform and ELM. Competition from such networks or platforms could negatively impact the performance of the Company, the Platform and/or the value of ELM.

7.9. It is possible that the Platform will not be used by many individuals, and other entities and that there will be limited public interest in the Platform or distributed ecosystems more generally. Such a lack of interest could negatively impact the development of the Platform and potential use of it. Therefore, the success of the Platform cannot be predicted.

7.10. The Platform is currently under development and may undergo significant changes before release. Any expectations regarding the form and functionality of the Platform held by You may not be met upon release of the Platform, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Platform. Further, due to market value fluctuations of the cryptocurrency used to purchase ELM, the Company may be unable, despite its good faith efforts, to adequately finance the creation, deployment, maintenance and/or operation of the Platform, which may adversely impact the value and utility of ELM.

7.11. Due to the risks associated with the cryptocurrency and cryptographic tokens market (including those described in this Section), it is possible that an official, complete and fully operational version of the Platform may not be released. Further, despite the Company's good faith efforts to develop and maintain the Platform (if deployed), it is possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may individually or collectively negatively impact the Platform and the value of ELM.

7.12. Despite the Company's good faith efforts to exclude any viruses from the Platform and secure the network and technologies interacting with the Platform, it is possible that one or more third-parties can or will introduce malicious code or other viruses into the open-source software and code underlying the Platform and/or create, undercover or exploit weaknesses in the security of the cloud-based services used by the Company. Such events may impact the continued development, deployment or operation of the Platform and/or the value of ELM.



7.13. There are risks associated with using or accessing the Platform, including, but not limited to, the failure of hardware, software and Internet connections. The Company is not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any disruption, distortion or delay in its delivery or receipt, however so caused. You are solely responsible for backing up and maintaining duplicate copies of any information You store on or transfer through the Platform.

7.14. Security measures have been implemented to ensure the safety and integrity of the Platform and information provided to the Company, which shall be treated in accordance with the Electrominer Privacy Policy ([https://electrominer.io/docs/privacy\\_policy.pdf](https://electrominer.io/docs/privacy_policy.pdf)). However, despite this, You acknowledge that information transmitted over the internet (including communications by e-mail) or blockchain may be susceptible to unlawful access and monitoring. Further, You acknowledge that the transmission of data or information over the internet may result in loss, interception or alteration while in transit and that all such information shall not be deemed confidential and the Company does not have any fiduciary obligation with respect to such transmitted information.

7.15. You acknowledge there may be risks associated with ELM and/or the Platform not being regulated in the jurisdictions in which ELM may be purchased, including the risks of retroactive regulatory applicability. The Company is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly in the event changes impact operations of the Company or the Platform. None of the Company, the Electrominer Founders, or any of their respective Affiliates are a financial institution or currently under supervision of any financial supervisory authority. The Company does not provide any licensed financial services, such as investment services, fund management or investment advice. The Electrominer Token Sale is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus or similar disclosure regulations in the jurisdictions in which ELM may be purchased.

7.16. It is possible that even if the ELM launch threshold is met (as outlined in the information provided to You on the Website and the Electrominer Token Sale Agreement), the funds will be insufficient (particularly given the vitality of cryptocurrencies' value) to continue developing the Platform after its launch in accordance with the prospective roadmap set forth in the Electrominer Token Sale whitepaper (available at [https://electrominer.io/docs/white\\_paper.pdf](https://electrominer.io/docs/white_paper.pdf)), which may prevent You from being able to use or access one or more intended or implied Services. By holding ELM, you acknowledge that You understand that while every effort will be made to further develop the Platform, it is possible that the proposed post-launch developments or enhancements will never be realized due to the aforementioned reasons.

7.17. There may be additional risks that cannot be anticipated or foreseen due to the incipience of cryptographic token technology, Blockchain-based technology, Ethereum and related technologies.

## **SECTION 8. DISCLAIMER OF WARRANTIES**

8.1. THE PLATFORM, AND SERVICES OR OTHER ITEMS OBTAINED THROUGH THE PLATFORM, AND ANY PURCHASED ELM ARE PROVIDED TO THE FULLEST EXTENT LEGALLY PERMISSIBLE TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS WITH NO WARRANTY OF ANY KIND EITHER, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE PLATFORM AND PURCHASE OF ELM.

8.2. NONE OF THE COMPANY, THE ELECTROMINER FOUNDERS, OR ANY AFFILIATES MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM, INCLUDING THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM OR THE COMPANY'S SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR ACCESS OR USE OF THE PLATFORM AND/OR SERVICES, INCLUDING CRYPTOCURRENCY SERVICES, ASSETS, AND ANY INFORMATION, IMAGES OR AUDIO CONTAINED OR RELATED TO THE PLATFORM OR SERVICES IS AT YOUR OWN RISK.

8.3. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION, SOFTWARE, SERVICES CONTAINED IN OR PROVIDED BY THE PLATFORM COMPLIES WITH ANY APPLICABLE LAWS OR ACCOUNTING RULES.

8.4. YOU UNDERSTAND AND EXPRESSLY AGREE THAT THE COMPANY DOES NOT REPRESENT, WARRANT OR GUARANTEE IN ANY WAY THAT ELM MIGHT BE SOLD OR TRANSFERRED, OR BE SALEABLE OR TRANSFERABLE, OR AN ABILITY OR PLATFORM TO EXCHANGE ELM FOR FIAT CURRENCIES, CRYPTOCURRENCIES OR CRYPTOGRAPHIC TOKENS, DURING OR AFTER THE ELECTROMINER TOKEN SALE. THE COMPANY FURTHER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE REGULATORY OVERSIGHT OR THE USE OR SECURITY OF ANY SUCH EXCHANGE.

8.5. THE COMPANY DOES NOT GUARANTEE THAT PLATFORM AND SERVICES CANNOT BE COPIED IN PART OR IN FULL BY ANY PERSONS WITH FRAUDULENT AIMS. THE COMPANY HEREBY EXPRESSLY WARNS YOU THAT YOU SHOULD NOT ENTER, USE OR PURCHASE ANY ELM OR TOKENS SIMILAR TO ELM FROM ANY OTHER SOURCES, EXCEPT AS DIRECTED BY THE COMPANY.

8.6. IF APPLICABLE LAW OR THE LAW OF YOUR COUNTRY OF RESIDENCE DOES NOT PERMIT ALL OR ANY PART OF THE ABOVE EXCLUSION OF WARRANTIES OR DISCLAIMER OF IMPLIED TERMS IN CONTRACTS TO APPLY TO YOU, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **SECTION 9. LIMITATION OF LIABILITY**

9.1. Any and all purchases of ELM are final and non-refundable. By purchasing the ELM from the Company, you acknowledge that neither the Company nor any of its Affiliates are required to provide a refund for any reason, ensure any liquidity for the exchange of ELM, and that You will not receive money or other compensation for any ELM that is not used or remains unused for any reason.

9.2. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, none of the Company, the Electrominer Founders or their respective Affiliates shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, anticipated savings, profits, or loss of or damage to data,

equipment, software, or goodwill, as well as personal injury, pain and suffering, and emotional distress (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), regardless of whether such loss was foreseeable, resulting from:

9.2.1. the use of, inability to use, or availability or unavailability of the Platform or Services, material, information, software, facilities, or content of either;

9.2.2. Your purchase of ELM or Your use of them;

9.2.3. any change of the value of ELM or any cryptocurrency or cryptographic utility;

9.2.4. the ability or inability to sell or transfer ELM, or the existence or nonexistence of any platform to exchange ELM for fiat currencies, cryptocurrencies or cryptographic tokens, during or after the Electrominer Token Sale;

9.2.5. any illegal or unauthorized (A) use of the Platform or Services, or (B) purchase or use of ELM;

9.2.6. Your ability or inability to use the Platform, the Electrominer Materials or the Services, due to including, but not limited to, the occurrence or existence of any defect, interruption, deletion of files or emails, delays in the operation or transmission of information to or from the Platform, a Force Majeure Event, communications failure, or theft, destruction or unauthorized access to the Company's records, programs, services, server, or other infrastructure relating to the Platform and Services;

9.2.7. the use of or purchase from any third-party websites (including any website You use to purchase ELM or who processes the purchase of ELM on Your behalf) or other internet-resources that copy the Platform or Services or propose to sell ELM;

9.2.8. the release of any information You provided to the Company, except in the event the Company intentionally released such information without Your consent or in violation of Applicable Laws;

9.2.9. the resale or exchange or attempted resale or exchange of ELM for any fiat currency, cryptocurrency or cryptographic token;

9.2.10. the Platform failing to be suitable for the special or particular purpose You intend, or the failure of any Services, or the information, images or audio contained or related to the Website, Platform or Services;

9.2.11. the Platform or Services being infected with any malicious code or viruses;

9.2.12. any action stemming from, occurring due to, or otherwise related to a breach of Section 5 herein; and

9.2.13. the actions or omissions of any third-party payment processing entity or platform that You use to purchase ELM, or your inability or ability to use such platform or services;

9.2.14. the manifestation or materialization of any risk discussed in Section 7 herein or the Accompanying Documents.

9.3. For the avoidance of doubt, this limitation of liability provision shall survive the termination of these Terms and shall apply, with full force and effect, in perpetuity for the benefit of Lighthouse Project One LLC, and any other entity that is or becomes the owner of the Platform or Services, whether such ownership occurs through a sale, merger, other transaction or by the operation of law.

9.4. If Applicable Law or the law of Your country of residence does not permit all or any part of the above limitation of liability in contracts to apply to You, the limitations, exclusions and disclaimers will apply to You only to the extent permitted by Applicable Law.

## **SECTION 10. INDEMNITY**

10.1. To the extent permitted by Applicable Law, You shall indemnify, defend, and hold harmless the Company and its subsidiaries, Affiliates (including the Electrominer Founders), directors, officers, employees, agents, successors, and permitted assignees from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) asserted or incurred by any third party against the Company.

10.2. You expressly waive any rights You may have under Applicable Law as well as any other statute or common law principles that would otherwise limit the coverage of this release, except with respect to any claim for which the underlying action or omission giving rise to such claim has occurred prior to the first date in which accessed or used the Platform and Services, such date being when You agreed to be legally bound by these Terms.

## **SECTION 11. INTELLECTUAL PROPERTY RIGHTS**

11.1. You acknowledge that the Company has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property to and in the Platform, Services and ELM, and for the Company to conduct its business generally. Between You and the Company, the Company is the sole owner of the Website and Platform.

11.2. Except as expressly assigned in writing by the Company, all copyright and other any intellectual property of the Company, all content and other materials contained on the Platform or provided in connection with the Platform or the Services, including, without limitation, the intellectual property rights for the Platform and Services and all text, graphics, visual interfaces, photographs, trademarks, logos, artwork, computer code, designs, structures, selections, methods, algorithms, coordination, and expressions (the "Electrominer Materials") are the exclusive proprietary property of the Company or our licensors, clients or suppliers, each as set forth in the relevant agreement with such counterparty, and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

11.3. Pursuant to these Terms, the Company grants You a limited, revocable, non-sublicensable, non-transferable license (the "License") to use the Platform for Your personal, non-commercial use only. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Electrominer Materials (the "Prohibited Actions"). Except as expressly set forth herein, these Terms do not contain any implied license (including licenses to use, access the Platform, and Services) and the Company expressly reserves all rights not granted to You herein, including all rights, title and interest in the Platform and Services and any related content.

11.4. You will be in breach of these Terms if You perform or have performed on Your behalf any Prohibited Action, or if You print, copy, modify, download or otherwise use or provide any other person with access to any Electrominer Materials without the express written consent of the Company. Upon such a breach, the Company may, in its sole discretion, terminate Your Account, disable Your access to the Platform and Services, in each case without notice to You. Upon the Company's request, you shall immediately return or destroy any copies of the Electrominer Materials in Your possession.

## **SECTION 12. THIRD-PARTY CONTENT**

12.1. The pages of the Platform and Services may contain links to third-party websites and services. Such links are provided for Your convenience. The Company shall not be considered to make any recommendation or endorsement of any third-party website or its content, unless expressly stated by the Company. In addition, the Company does not suggest, imply or guarantee the safety of any third-party website or the conformity of such with Your expectations. Furthermore, the Company is not responsible for maintaining any materials referenced from another site, and makes no warranties, recommendation or endorsement for that site or any service provided thereby or thereon. The Company assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from Your (or any other person's) use of any content, goods or services available on or through any such third-party websites and resources.

## **SECTION 13. COPYRIGHT OF FEEDBACK MATERIALS**

13.1. You acknowledge and agree that all materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding the Company, Platform or Services (hereinafter - the "Feedback") that You provide, whether by email to the Company, posting to the Platform or otherwise, are not confidential and shall not be considered, and You agree not to claim that they are, proprietary to You.

13.2. You agree that upon providing such Feedback the rights, including all intellectual property rights to and in such Feedback shall automatically transfer to the Company without the need for any further action on the part of You, provided that if any action is so required, You, by agreeing to these Terms, appoint the Company as Your irrevocable attorney in fact solely for the purpose of taking any necessary action to so transfer the title to such Feedback to the Company.

13.3. Upon such transfer, the Company will become the sole owner to all rights to and in such Feedback and may use without restriction, change, delete and/or disseminate the Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to You. You expressly acknowledge and agree that Feedback may include ideas, concepts, thoughts and expressions the Company may commercially exploit, and that You shall not have no right to compensation or any claim to the Company's exploitation or any results thereof.

## **SECTION 14. APPLICABLE LAW; ARBITRATION**

14.1. PLEASE READ THIS SECTION CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

14.2. To resolve any dispute, controversy or claim between the Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party. Notice to the Company shall be sent by e-mail to the Company at [info@electrominer.io](mailto:info@electrominer.io). Notice to You shall be by email to the then-current email address in Your notice or linked to Your

Account. Your notice must include (a) Your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the dispute, and (c) the specific relief that You are seeking.

14.3. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then either You or the Company may submit the relevant dispute to binding arbitration administered by The International Arbitration and Cryptography Centre Limited (hereinafter – “IACC”), in accordance with its rules, and judgment upon the award rendered by the arbitrator(s) (which is the referral of a dispute to one or more persons charged with reviewing the dispute and making a final and binding determination to resolve it instead of having the dispute decided by a judge or jury in court) may be entered in any court having jurisdiction thereof.

14.4. Notwithstanding any IAAC rule to the contrary, the number of arbitrators shall be one; the seat, or legal place, of arbitration shall be London, England; and arbitration hearings will be held online. The language to be used in the arbitral proceedings shall be English.

14.5. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Company (A) waive Your and Company’s respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and (b) waive Your and Company’s respective rights to a jury trial.

## **SECTION 15. MISCELLANEOUS**

15.1. **Governing Law** - All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of the United States.

15.2. **Suspension; Termination.** Notwithstanding anything contained herein, the Company reserves the right, without notice and in its sole discretion, to terminate these Terms suspend Your right to access the Platform or Services and delete or deactivate Your Account and all related information and files in such Account without liability to You, at its sole discretion, including but not limited to, in case of Your breach of these Terms or if the Company believes You have committed fraud or other misconduct. You may terminate these Terms without notice by discontinuing Your use of the Platform. Upon such discontinuation and termination of these Terms, or in the event the Company terminates these Terms or revokes your right to access the Platform or Services, all rights and licenses granted to You under these Terms will immediately. In the event of any Force Majeure Event (as defined below), breach of these Terms, or any other event that would make the operation or provision of the Platform or Services commercially unreasonable for the Company, the Company may, in its discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of the Platform or Services. In the event the Company terminates these Terms, disables Your Account or revokes Your right to use or access the Platform or Services, to the extent permitted under Applicable Law, including in the event of applicable legislation change or amendment, the Company shall not refund any funds stored or remaining in Your Account.

15.3. **Entire Agreement.** These Terms are intended to fully reflect the terms of the agreement between the Parties and shall supersede any previously or contemporaneously agreed upon terms or understanding. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of

any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

**15.4. Assignment.** The Company may, at its sole discretion, assign any of its rights and/or delegate its duties under these Terms (including, but not limited to any and all intellectual property rights in or to all technology, software, and code relating to the Platform and Services). You may not assign Your rights or delegate Your duties as a user of the Platform or Services, or as a purchaser of ELM, and any assignment or delegation without the written consent of the Company, which the Company may withhold at its sole discretion, shall be null and void.

**15.5. Severability.** If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

**15.6. Electronic Notices.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (hereinafter - the "Communications") that the Company provides in connection with Your use of the Platform or Services. You agree that the Company may provide these Communications to You by posting them on the Platform or Services or by emailing them to You at the email address You provide. You may also contact the Company at info@electrominer.io to request additional electronic copies of Communications. You may withdraw Your consent to receive certain marketing and promotional electronic Communications by sending a withdrawal notice to support email info@electrominer.io, however, if You do so, the Company may in its sole discretion suspend or terminate Your use of the Platform. In case You do not intend to cease or terminate your Platform use, You cannot withdraw Your consent to receive all electronic Communications.

**15.7. Tax Issues.** The Company makes no representations concerning the tax implications of the sale of ELM or the possession or use of them. You bear the sole responsibility to determine if the purchase of ELM with cryptocurrency or the potential appreciation or depreciation in the value of ELM over time has tax implications for You in the Your home jurisdiction. By purchasing ELM, and to the extent permitted by law, you agree to be solely responsible for any applicable taxes imposed on and agree not to hold the Company liable for any tax liability associated with or arising from Your purchase, possession, or transfer of ELM. All fees and charges payable by You to the Company are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon the Company's request, You will provide it any information it reasonably requests to determine whether it is obligated to collect tax from You.

**15.8. Force Majeure Events.** The Company shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond the Company's reasonable control, including but not

limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond the Company's reasonable control (each, a "Force Majeure Event").

**15.9. State Policies.** The Company and its Affiliates strictly follow anti-money laundering (AML), "know your customer" (KYC), EU General Data Protection Regulation (GDPR) and other banking or government regulations in respective jurisdictions. You fully agree to assist the Company in fulfilling the Applicable Law and provide any necessary information if such is required from You by the authorized authority.

**15.10. Further Assistance.** You shall cooperate with and assist the Company in connection with any investigation, examination or enquiry by any government entity or the Company itself. You shall promptly provide the Company with any documents, certification, record or other recordings it may request in connection with such investigation, examination or enquiry as well as take any other actions as the Company may determine to be necessary or appropriate to comply with applicable laws and regulations. In furtherance, the Company may, at its sole discretion, refuse to deliver ELM to you in case you refuse to act accordingly under this provision or Seller reasonably suspects that you do not intend to comply or is not currently complying with this provision.

**15.11. Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the Terms shall survive any termination or expiration of these Terms.

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***Intellectual Property Notification: This document belongs to the Company and is protected by copyright laws. It's copying and/or use by any third party in full or in part without prior written consent of the Company is strictly prohibited.***

If You have any question or notice any bugs, errors or violations You may send any questions regarding the use of the Platform or regarding these Terms via e-mail at [info@electrominer.io](mailto:info@electrominer.io) to The Company will appreciate such feedback, however, note, that feedback may not result in the Company taking any action.