



# Sola

**SOLA GENERAL TERMS & CONDITIONS OF SOL TOKENS SALE**

Last updated: 20.11.2017

## GENERAL TERMS AND CONDITIONS OF SOL TOKENS SALE

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. NOTE THAT SECTION 35 CONTAINS A CLASS ACTION WAIVER AND SECTION 37 CONTAINS AN ARBITRATION CLAUSE, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE AVAILABLE IN THE INTERNET VIA [HTTPS://SOLA.FOUNDATION](https://SOLA.FOUNDATION) OR BUY SOL TOKENS.

These General Terms & Conditions (hereinafter referred to as the “Terms”), including any and all Additional Documents, constitute a legally binding agreement between the 13th Vision Limited that is a company incorporated in Geneva Place, Waterfront Drive, P.O. Box 3469, Road Town, Tortola, British Virgin Islands (“Company,” “Sola”, “we,” “us”, “13th Vision Limited”) the owner of the website available in the Internet via <https://sola.foundation> and any and all Participants as defined herein in clause 1.

By the fact of the Website use and/or SOL Tokens purchase the respective Participant, agree that he fully read, understood and irrevocably accepted these Terms. If any Participant does not agree with these Terms in general or any part of them, such Participant should withhold from using the Website <https://sola.foundation> and/or purchase of SOL Tokens as defined herein in Definitions Section.

Unless otherwise stated herein, these Terms govern only Participant’s purchase of Tokens from Sola during the Sale Period. Any use of Tokens in connection with providing or receiving Services in the Platform will be governed primarily by other applicable Terms and policies.

### DEFINITIONS

1. The following definitions and rules of interpretation apply in these Terms:

<b>Agreement</b>	These Terms and any other rules, policies or procedures that may be issued by Sola and published from time to time on the Website (including the Accompanying Documents).
<b>Accompanying Documents</b>	Other SOL Tokens Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, SOL Tokens Sale Agreement, etc.). In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply. Project White paper and information on the Website is not considered as any type of Accompanying documents and provided only as descriptive information about the project.
<b>Affiliate</b>	Any person or entity that have any relation to the Sola, including, but not limited to partners, employees, agents and contractors of the Sola .
<b>Applicable Law</b>	Law applicable under these Terms to any and all relations between a Participant and Sola.
<b>Sola Platform</b>	A digital social platform for virtual interaction between users and the product of Sola.
<b>Cryptocurrency</b>	Digital currency, represented by Ethereum (ETH) or Bitcoin (BTC) used by Participants to purchase SOL Tokens.

<b>Intellectual Property Rights</b>	Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Sola in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.
<b>Sale Period</b>	A time period of SOL Token Sale specified in appendix A.
<b>SOL Tokens</b>	Digital cryptographic Tokens, which are a cryptographically secured representation of a Participant's rights to obtain in future the services and goods through the Sola Platform, which only a SOL Token holder may purchase.
<b>SOL Tokens Sale</b>	An offering of SOL Tokens to eligible Participants to purchase SOL Tokens during a limited period of time, according to the respective phases (launches) and price as described in Token Sale Agreement.
<b>Ethereum Smart Contract</b>	Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of SOL Tokens by a Tokens Sale Participant.
<b>Tokens Sale Participant ("Participant" or "You")</b>	Any person, who uses the Website and purchases SOL Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Tokens Sale Participants to participate in a certain phase of SOL Tokens Sale.
<b>Website</b>	A group of interrelated websites owned and operated by 13th Vision Limited, available in the Internet via address: <a href="https://sola.foundation">https://sola.foundation</a> and special application based on blockchain technology.

2. In the Terms, unless the opposite is clear from the context:

- 1) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 2) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 3) References to clauses and schedules are to the clauses and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule;
- 4) A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 5) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
- 6) The term 'including' does not exclude anything not listed;
- 7) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 8) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

9) A reference to writing or written includes fax and e-mail.

10) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

11) Any words following the Terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those Terms

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

## **ENTIRE AGREEMENT**

3. This Agreement is intended to fully reflect the Terms of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text “I agree”, which shall be published on the Website in such case. No waiver of any provision in the Agreement, 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 the Agreement 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.

## **SEVERABILITY**

4. If any term, provision, covenant or restriction of this Agreement 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.

## **GENERAL PROVISIONS**

5. UNITED STATES OF AMERICA (hereinafter referred to as the – “US”), SINGAPORE, HONG KONG, CHINA AND UNITED KINGDOM RESIDENTS WARNING NOTE: US, Singapore, Hong Kong, China and United Kingdom citizens and residents of a geographic area are not eligible and not allowed to participate in the SOL Tokens Sale due to various taxation and regulatory issues. You are only allowed to use the Website and purchase SOL Tokens if You are neither a US, Singapore or Hong Kong citizen or permanent resident of the mentioned states, nor You have a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or Singapore, or Hong Kong, or China, or the United Kingdom. In order to buy SOL Tokens and by buying them You covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer, are US or Singapore citizen or permanent resident, nor You have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or Singapore, or Hong Kong, or China, or the

United Kingdom. Should this change at any time, You shall immediately notify us. You also represent and warrant that You are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling SOL Tokens to anyone who does not meet the criteria set forth above.

6. By using this Website each Participant covenants, represents, and warrants that (under the Applicable Law and law of the country of Participant's residence):

1) he (she) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the 13th Vision Limited and in doing so will not violate any other agreement to which he (she) is a party;

2) he (she) has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks (including but not limited to the risks described in Appendix B) and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

3) if he (she) is a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;

4) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;

5) he (she) is not a resident of a geographic area or citizen of jurisdictions as specified in paragraph 5 hereof.

7. A Participant shall not use the Website if under the Applicable Law and/or law of the country of Participant's residence he (she) is prohibited from using it. Any Tokens Sale Participant that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of SOL Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

8. Before using the Website and/or purchasing any SOL Tokens a Participant is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and SOL Tokens Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their Terms of use shall be the same as of these Terms. By using the Website, each and any Token Sale Participants confirms that he (she) has fully read and understood not only these Terms, but also any Accompanying Documents and fully accepts their Terms.

9. These Terms are effective at the time You begin using the Website. Participants may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

10. The Participant acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Sola's sole discretion. Your continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute Your consent hereto and

acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.

11. The Participant acknowledges and accepts that the Sola reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Sola . The Sola does not guarantee their safety and conformity with any of Your expectations. Furthermore, Sola is not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. Sola assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

## **INDEMNIFICATION**

12. To the extent allowable pursuant to Applicable Law, the Participant shall indemnify, defend, and hold the Sola and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless 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) filed/incurred by any third party against the Sola arising out of a breach of any warranty, representation, or obligation hereunder.

13. The Participant shall not have any claim of any nature whatsoever against Sola for any failure by Sola to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the Sola .

## **LIMITATION OF LIABILITY**

14. Any and all purchases of SOL Tokens are final and non-refundable. By purchasing the SOL Tokens, the Participant acknowledges that neither the Sola nor any other of its affiliates are required to provide a refund for any reason, and that the Participant will not receive money or other compensation for any SOL Tokens that is not used or remains unused for any reason.

15. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

1) IN NO EVENT WILL 13th Vision Limited OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTICIPANT HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND

2) IN NO EVENT WILL THE COMPANY AND THE COMPANY PARTIES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

16. Nevertheless, the Parties shall be responsible for compliance with the Sola General Terms and conditions of Token sale and Accompanying Documents, for fulfillment of the Participant's commitments and guarantees in the manner and in the amount prescribed by the Sola General Terms and conditions of Token sale and Accompanying Documents, in particular:

1) In case of filing accusations, claims or lawsuits to the Sola related to non-compliance by the Participant of the SOL Tokens Sale Agreement and/or engagements entered by the Participant during the participation of the Token Sale, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Sola documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfillment of his obligations by the Participant.

2) In case of filing accusations, claims or lawsuits against the Sola, related to non-compliance by the Participant with exclusive rights or other rights of third parties, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Sola documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfillment of his obligations by the Participant.

3) In case of the Participants' violation of his obligations of the Sola General Terms and conditions of Token sale and Accompanying Documents, the Sola reserves the right to:

- a) demand full compensation from the Participant for losses caused by every violation;
- b) bring a case before a court if the compensation doesn't cover the Sola's loss;
- c) release the information relating to the Participant's identity and location to any authorized officer in accordance with the applicable law.

17. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Participant, the limitations will apply to the Participant only to the extent permitted by Applicable Law. The Participant understand and agree that it is his (or her) obligation to ensure compliance with any legislation relevant to his (or her) country of domicile concerning use of the Website, and that the Participant should not accept any liability for any illegal or unauthorized use of the Website.

18. The Participant agree to be solely responsible for any applicable taxes imposed on SOL Tokens purchased hereunder. The Participant shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the Sola Token Sale.

## **REPRESENTATIONS AND WARRANTIES**

19. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY Sola, SOL TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND Sola EXPRESSLY DISCLAIM

ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; Sola DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND Sola CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

20. By purchasing the SOL Tokens the Participant represent and warrant that he has read and understand the SOL Tokens Sale General Terms and Conditions and Token sale agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of Token described in appendix A, usage, storage, transmission mechanisms and other material characteristics of the SOL Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the SOL Tokens.

21. You understand that the SOL Token confer only the right to a cryptographically secured representation of a Participant's rights to obtain in future the services and goods through the Sola Platform, which only a SOL Token holder may purchase and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You are purchasing SOL Tokens to receive bonuses described in Appendix A and participate in development of Sola and to support the development, testing, deployment and operation of Sola. You are not purchasing SOL Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

22. The Participant fully understands, realizes and agrees that the SOL Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Participant agree to accept consequences of possible regulation of SOL Tokens in jurisdiction of the Company incorporation and agree to provide all documents requested from Sola in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.

23. The Sola does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The Sola shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

24. The Participant will not forge, or otherwise manipulate any personal or non-personal data requested by the Sola in the process of the Participant's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the Sola in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the Sola or in accordance with the applicable law.

25. The Participant's purchase of the SOL Tokens complies with applicable laws and regulations in the Participant's jurisdiction;

26. The Participant do not intend to hinder, delay or defraud the Sola or any other Participants of the Sola Platform or engage in any illegal conduct and or unlawful activity in



relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

27. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to You.

## **INTELLECTUAL PROPERTY**

28. The Sola 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 necessary to the conduct of selling of the SOL Tokens and his activities generally. In no way shall these Terms entitle any Participant for any intellectual property of the Sola , including the intellectual property rights for the Website and all text, graphics, Participant interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Sola and is protected by national and international intellectual property rights protection laws.

29. Unless otherwise stated, the content and information on the Website are the property of Sola . You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. The Website is to be used by the Participants only. You are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only, subject to clause 29 of this Agreement.

30. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of Sola . You are permitted to download and print such materials from the Website for personal and noncommercial use provided that You do not breach these Terms and conditions

31. Sola retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming SOL Tokens.

32. There are no implied licenses under the Agreement, and any rights not expressly granted to the Participant hereunder are reserved by the Sola .

33. If for the purpose of any intellectual property right registration of the Sola , any documentary submission or any other action is required from the Participant, the Participant must provide the Sola with the respective assistance.

## **APPLICABLE LAW AND DISPUTE RESOLUTION**

34. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of England and Wales (Applicable Law).

35. Any Dispute arising out of or related to these Terms is personal to You and Sola and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be

brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

36. To resolve any dispute, controversy or claim between Parties arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

37. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by Arbitration the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be in London. The language to be used in the arbitral proceedings shall be English. In accordance with its rules, and judgment upon the award rendered by the arbitrator (which is the referral of a dispute to one person 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. 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, the Participant and the Sola :

1) waive Your and Sola 's respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and

2) waive Your and Sola 's respective rights to a jury trial. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may be issued by the Sola and published from time to time on the Website), without regard to conflict of law rules or principles (whether of the Switzerland or any other jurisdiction).

## **TERMINATION AND SUSPENSION**

38. Notwithstanding anything contained herein, Sola reserve the right, without notice and at its sole discretion, to terminate these Terms or suspend the Participants right to access the Website, including (but not limited to) in case of Participant's breach of these Terms or if the Sola believes You have committed fraud, negligence or other misconduct. The Participant may terminate these Terms without notice by discontinuing use of the Website. All rights granted to the Participant under these Terms will immediately be revoked upon our termination of these Terms or Sola suspension of the Your access to the Website. In the event of any Force Majeure Event (as defined in clause 13), breach of this agreement, or any other event that would make provision of services commercially unreasonable for Sola , the Company may, in its own discretion and without liability to the Participant, with or without prior notice, suspend the Participant's access to all or a part of Sola 's Platform. Sola may terminate the Participant's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information and files related to such participant without liability to You, including, for instance, in the event that the Participant breach any term of these Terms. In the event of termination, Sola will attempt to return any funds stored in Your smart contract number not otherwise owed to Sola , unless Sola believes the Participant has committed fraud, negligence or other misconduct.

## MISCELLANEOUS

39. Any notice or other communication under the Sola Token Sale Agreement shall be in writing and shall be considered given and received when sent by email. The Participant's official email for communication shall be deemed the email specified by the Participant during the Application for TGE. The one and only language of the communication shall be English.

40. The Sola and its Affiliates strictly follow anti-money laundering (AML), "know your client" (KYC) and other banking or government regulations in respective jurisdictions. Each and any Participant fully agrees to assist the Sola in fulfillment of the mentioned regulations and provide any necessary information if such is required from the Participant by the authorized authority.

41. Materials, such as Sola White Paper, 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 descriptive nature only.

42. The Participant will implement reasonable and appropriate measures designed to secure access to:

- 1) any device associated with the email address associated with the Platform;
- 2) private keys required to access any relevant Ethereum address, and;

43. In case the Participant suspect a security breach in any of the abovementioned, he will inform Sola immediately so Sola can take all required and possible measures to secure the Website, the Platform, SOL Tokens and systems as whole.

## Appendix A

### OVERVIEW OF TOKENS

1. SOL Tokens are based on the Ethereum protocol and conform to the ERC20 standard.
2. SOL Tokens smart contract address will be published in due time prior to Tokens Sale.
3. SOL Tokens carries no rights, express or implied, other than those, set out herein, subject to Sola successful completion and deployment of the project. In particular, SOL Tokens holders shall not have any influence in the development or governance of Sola , and SOL Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Sola .
4. SOL Tokens are designed to be exchangeable on cryptographic token exchanges. Sola gives no warranties that SOL Tokens will be exchangeable on bigger exchanges, but undertakes on best effort bases to do everything that is reasonable possible and within the powers of Sola to enable exchange of SOL Tokens on as many exchanges as possible.
5. SOL Tokens shall be distributed during a SOL Token Sale period (Sale Period).
7. SOL Tokens Sale shall be held during 27.11.2017 – 22.12.2017 and regulated by this agreement and SOL Token Sale Agreement.
8. Participants understand and accept that they can send any amount of ETH, or BTC, into a smart contract system on Ethereum. Also they can buy SOL Token by wire transfer fiat money (USD or EUR) provided by our partner OpenLedger (<https://openledger.info/>), in this case participants have to pass KYC procedure provided by OpenLedger. There will be in total 50 000 000 (one hundred five millions) (“Total SOL Tokens Number on Token Sale”) SOL Tokens available during the Token Sale which is 1/3 of total amount of SOL Tokens which shall be issued and be available with the future development of Sola (Total SOL Tokens Number). A number of SOL Tokens which Participant shall receive in exchange for cryptocurrency is estimated from the base price of token SOL = 0.1 USD and bonuses which can be proposed by Company. The currency rate between USD and cryptocurrencies is estimated on date of deal from <https://coinmarketcap.com>.
9. SOL Tokens shall be distributed in the following manner:
  - 1) 33,3% of the Total SOL Tokens Number shall be distributed during SOL Tokens Sale;
  - 2) 36,7% of the Total SOL Tokens Number shall be vested for Future development fund with a 6-month cliff.
  - 2) 10% of Total SOL Tokens Number shall be retained by Sola development team with a 1-year lock;
  - 3) 18% of the Total SOL Tokens Number shall be allocated to incentivize the users of Sola Platform;
  - 4) 2 % of the Total SOL Tokens Number will be transferred to the user allocation fund for rewards already accrued to the Sola App users from App’s launch till the end of Token Sale.
10. Sola reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of Sola and shall only be used in limited situations, such as, but not limited to:

- 1) serious security issue detected;
- 2) serious network performance issue, depriving all users of equal treatment;
- 3) any type of material attack on the SOL Tokens, the Platform, Website or Ethereum network.

11. SOL Tokens distribution will be offered only through the Website. No third-party website or a different provider except ones listed herein is allowed and has not been in any way supported, engaged, authorized or endorsed by Sola and have no relationship in any way with Sola . The only official and authorized website and SOL Tokens distribution provider is the Website available in the Internet via <https://sola.foundation>. The Participant must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

12. SOL Tokens is not a consumer product and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

13. SOL Tokens are digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the Sola as a cryptographically secured representation of a Participant's rights to obtain in future the services and goods through the Sola Platform, which only a SOL Token holder may purchase.

## Appendix B

### RISKS

The Participant understand that SOL Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of Sola 's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise Sola 's performance under this agreement.

Participant agree that no other party (including, without limitation any) may be held liable for any loss arising out of, or in any way connected with Participant's participation in the SOL Tokens-sale, or receiving and holding Tokens or such risk.

In addition to the above, the Participant also acknowledge that prior to receiving Tokens he have been warned of the following risks, associated with the Website, the Sola Tokens, the Platform and other relevant technologies mentioned herein:

#### **A) Legal risks regarding securities regulations**

There is a risk that in some jurisdictions the SOL Tokens might be considered to be a security, or that it might be considered to be a security in the future. Sola does not give warranties or guarantees that SOL Tokens are not a security in all jurisdictions. Each holder of SOL Tokens shall bear its own legal or financial consequences of SOL Tokens being considered a security in their respective jurisdiction.

Every Participant is bound to check if acquisition and disposal of SOL Tokens is legal in his jurisdiction, and by accepting these Terms, each Participant undertakes not to use SOL Tokens should their use not be legal in the relevant jurisdiction. If a Participant establishes that the use of SOL Tokens under these Terms is not legal in his jurisdiction, You should not use the SOL Tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Sola to provide SOL Tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that SOL Tokens are not legal in certain jurisdiction, Sola will either:

- 1) cease operations in that jurisdiction, or
- 2) adjust SOL Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

#### **B) Risks associated with Ethereum**

SOL are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the SOL Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to SOL Tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>.

#### **C) Risk of unfavorable 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 SOL Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens

like SOL 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 SOL Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that Sola shall have no liability for any such loss the Participant incur.

#### **E) Risk of security weaknesses in the Website and/or SOL Tokens source code or any associated software and/or infrastructure**

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

#### **F) Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, SOL Tokens, the Platform, which could result in the theft or loss of SOL Tokens.

#### **G) Risk of mining attacks**

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

#### **H) Risk of low or no liquidity**

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that SOL Tokens will be listed or made available for exchange for 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 Sola does not give any warranties in regard to any exchange services providers. Participants might be exposed to fraud and failure. In any case, Sola will not enable exchange of SOL Tokens for other cryptographic tokens or for fiat currency. Participant may not at any given time be able to acquire or dispose of its SOL Tokens due to lack of liquidity.

#### **I) Risk of loss of value**

Value of SOL Tokens may fluctuate and their Participants might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the SOL Tokens.

#### **J) Risk of uninsured losses**

SOL Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

### **K) 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 SOL Tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that result in the loss of SOL Tokens

### **L) Internet transmission risks**

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

### **M) Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Sola cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

### **N) Insufficient interest in Sola, the Platform and SOL Tokens**

It is possible that Sola, SOL Tokens or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.

### **O) SOL Tokens and the Platform, as developed, may not meet the Participant's expectations**

The Platform is currently under development and may undergo significant changes before release. The Participant's expectations regarding the form and functionality of the Platform and SOL 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 SOL Tokens.