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AUCTUS LTD, a Gibraltar company (“Auctus”, “we”, “our”, “The Company”), welcomes you (the “User(s)”, “you”, “Participant(s)”) to our primary website at <https://auctus.org> (the “Site”, “Website”), which also includes the demo version of Auctus Project at <https://demo.auctus.org/>.

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THIS WEBSITE, INFORMATION AND CONTENT AVAILABLE ON IT IS NOT INTENDED TO CONSTITUTE AN OFFER OF SECURITIES OR A SOLICITATION FOR INVESTMENT IN SECURITIES IN ANY JURISDICTION, NOR IS IT INTENDED TO CONSTITUTE A PROSPECTUS OR OFFER DOCUMENT OF ANY SORT. WE DO NOT PROVIDE ANY OPINION OR ANY ADVICE TO PURCHASE, SELL, OR OTHERWISE TRANSACT WITH AUC TOKENS AND THE PRESENTATION, PUBLICATION OR COMMUNICATION OF ALL OR ANY PART OF THE INFORMATION IN THE WHITEPAPER OR ON THE WEBSITE SHALL NOT FORM THE BASIS OF, OR BE RELIED UPON IN CONNECTION WITH, ANY CONTRACT OR INVESTMENT DECISION. PLEASE CONSULT YOUR OWN LEGAL OR FINANCIAL ADVISOR.

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1. ELECTRONIC ENLIGHTENMENTS

Visiting the Website, using any contact form on the Site or sending emails to it constitutes electronic notices. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "**Communications**") that Auctus provides in connection with your use of the Site and the AUC Token Sale (as determined by the Terms of AUC Token Sale). You agree that Auctus may provide these Communications to you by posting them on the Website, by emailing them to you at the email address you provide, and/or by sending an SMS or text message to a mobile phone number that you provide; any such Communication shall be valid and have legal force.

2. FEEDBACK

You may contact us by either (a) filling out and completing a contact form, which may be from time to time available at the Website, or by (b) contacting us directly by email to the address: contact@auctus.org. The contact form on the Website may require, inter alia, your full name, e-mail address, phone number, country of residence, company/organization name, your position in the company/organization.

3. MINORS

The Site is intended for persons over the age of eighteen (18), no part of the Website may be used or accessed by the Users under this age. By using or accessing the Website you represent that you are at least 18 years old. We reserve the right to request proof of age at any stage so that we can verify that minors under this age are not using the Site. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Site, or if a person refuses to provide proof of age, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

Certain countries may define different age restrictions. You are solely responsible for complying with the regulations and laws of the territory from which you access or use the Website.

4. THIRD-PARTY CONTENT

In using our Site, you may view certain content provided by third parties, including, inter alia, advertisements, promotions, materials and links to third-party resources or websites (the "**Third-party content**"). Auctus is not responsible for and does not make any warranties as to the Third party content,

does not endorse and is not responsible for any information, statements, content, ads, goods or services, or other materials on or available from such resources or websites.

We are not responsible or liable for any loss or damage of any sort incurred as the result of accessing or using of any Third-party content, and you understand that your use of Third-party content, and your interactions with third parties that are linked to or from our Website, is at your own risk.

5. USER GENERATED CONTENT

The Website may provide possibility for posting or creating content through the Website or demo version of Auctus Platform (the “**User generated content**”). If you create or provide any User generated content, you must ensure that such content at all times is true, accurate, complete and up to date, and that such content does not breach any rights of third parties or laws. By creating or providing any User generated content to the Website you warrant that you own all intellectual property rights to such content, that such content does not violate any rights of third parties, laws or regulations. You shall be solely liable and responsible for your User generated content.

We do not review all User generated content and do not have such an opportunity. We do not undertake any obligations in respect to the User generated content, e.g. obligations of confidentiality. At all times, we retain the right to remove any User generated content without any prior notice if case we, in our sole discretion, determine that such content is offensive, unacceptable, may harm us or violate these Terms, any laws or public order.

By creating or providing User generated content to us you grant Auctus, its agents, contractors, partners, officers, employees and successors a non-exclusive, irrevocable, royalty free, perpetual, worldwide right to use, copy, edit, reproduce, translate, publicly display and perform, distribute, create derivative works from your User generated content and the right to assign these rights to third parties in whole or in part.

6. DEMO VERSION

We have released the demo version of Auctus Platform available at <https://demo.auctus.org/>. This demo version illustrates how retirement plan constraints can be emulated onto Ethereum Smart Contracts, provides general understanding of how Auctus Platform may work after it is developed.

The demo version of Auctus Platform is intended for illustration purposes only, it does not constitute the working platform nor contains any relevant information about the market, it may not be used by you with the purpose of receiving advice or recommendation. The demo version of Auctus Platform is provided “as is”, we do not provide any warranties as to it or its use.

7. NO ADVICE

No part of the information or content available on the Website should be considered to be business, legal, financial or tax advice regarding Auctus, AUC tokens, AUC Token Sale or any of the matters to which all or any part of such information relates. You should consult your own legal, financial, tax or other professional

advisor regarding this information. You should be aware that you may be required to bear the financial risk of any purchase of AUC tokens for an indefinite period of time.

We shall not be responsible for the accuracy of the information and materials on the Website, therefore any use of such information or materials is at your own discretion and risk and you are solely responsible for any possible damages or losses arising from such use, e.g. damages to your computer system, loss of data.

8. USE GUIDELINE

You may not use the Website, its content and services provided through the Website for purposes other than those specified by Auctus. You may not use this Website in any manner that could disrupt, interfere with or inhibit other Users from using this Website, or that could disable, impair or harm the functioning of the Website or servers. You may not use the Website to collect any data or information for any purposes other than stated on the Website, e.g. for market or other research for any third parties. You may not use robots, spiders or other automated means to access the Website or its parts, provided, however, that search engines and their operators may use such means for creating publicly-available searchable indices of the materials, excluding caches or archives of such materials.

You may not use the Website and its content to make any statements that result or could result in perceiving AUC token by other persons and Users as (a) an investment instrument, (b) security, (c) an instrument that could provide any sort of income in future, (d) an instrument that could be used for speculative purposes.

9. INTELLECTUAL PROPERTY RIGHTS

The Website contains materials and data, e.g. analytics, software, technologies, texts, code, graphics, logos, images provided by or on behalf of Auctus (the “**Auctus’ IP**”). Such Auctus’ IP may be owned by us or by third parties, is protect under the laws of Gibraltar, EU and other countries, and may not be copied, imitated or used, in whole or in part, without our prior written permission. You do not have nor obtain any rights to Auctus’ IP and nothing in this documents grants such rights. Elements of the Website, demo version of Auctus Platform etc. are protected as trade dress, trademarks and as other Intellectual Property Rights objects. Unauthorized use of Auctus’ IP may violate our rights and rights of third parties.

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Reference to any products, services, processes or other information, by name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

10. COLLECTION OF INFORMATION

Auctus may collect information and statistics collectively about the visitors and Users of the Website, including information that you provide to us, in order to improve the Website and the beta version of the Auctus Platform. Auctus may share such aggregate information if it is necessary for achieving the abovementioned goals, provided that the processing of personal information is done in accordance with our Privacy Policy.

11. AVAILABILITY AND ACCESS

Generally, we are not going to terminate access to the Website for any user, the Website is public and can be accessed without login or registration. At the same time, the Website's availability and functionality depends on various factors, such as communication networks. Auctus does not warrant or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

We may terminate these Terms, same as your access to the Website or any of its parts at any time without any prior notice and liability.

12. JURISDICTION AND DISPUTE RESOLUTION

All disputes concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of Gibraltar. To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than 45 days following a written notification of such controversy or claim to the other Party. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of the Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Gibraltar courts under the applicable law. In case provisions of Terms of AUC Token Sale provide a different regulation for the applicable law and/or dispute resolution, arbitration, provisions of Terms of AUC Token Sale shall prevail.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL AUCTUS, INCLUDING AUCTUS'S REPRESENTATIVES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, ASSIGNEES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE, ANY COMMUNICATIONS AND INTERACTIONS OR MEETINGS WITH USERS OF THE SITE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE AS A RESULT OF YOUR USE OF THE WEBSITE, AND/OR THE CONTENT, YOUR USE OR INABILITY TO USE THE SITE AND/OR THE CONTENT AND/OR THE FAILURE OF THE SITE TO PERFORM AS REPRESENTED OR EXPECTED, OR FROM ANY CONTENT, OR FROM THE PERFORMANCE OR

FAILURE OF AUCTUS TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF AUCTUS OR AUCTUS'S REPRESENTATIVES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, ASSIGNEES BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, GUARANTEE OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER AUCTUS OR AUCTUS'S REPRESENTATIVES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, ASSIGNEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In any case, without limiting the generality of the foregoing and to the maximum extent legally permissible, Auctus' and Auctus' representatives' total aggregate liability for all damages or losses whatsoever arising hereunder or in connection with your use or inability to use the Website and/or the content shall be limited to the amount actually paid by you, if any, to Auctus for use of the site or \$1, whichever is greater. You will not, and hereby waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from us and from Auctus' representatives, officers, employees, agents, contractors, partners, assignees. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the full extent of the above exclusions and limitations may not apply.

14. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, YOU WILL INDEMNIFY, HOLD HARMLESS AND DEFEND AUCTUS, ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS, SHAREHOLDERS, SERVICE PROVIDERS, AFFILIATES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL AND ANY DAMAGES, LIABILITIES, CLAIMS, LOSSES, COSTS, INCLUDING ATTORNEYS' FEES THAT ARISE DIRECTLY OR INDIRECTLY FROM YOUR ACCESS OR USE OF THE WEBSITE, OUR SERVICES, YOUR USER GENERATED CONTENT AND VIOLATION OF THESE TERMS. WE RESERVE THE RIGHT TO EXERCISE SOLE CONTROL OVER THE DEFENSE, AT YOUR EXPENSE, OF ANY CLAIM SUBJECT TO INDEMNIFICATION PURSUANT TO THESE TERMS. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN CONTRACT BETWEEN YOU AND AUCTUS.

15. MISCELLANEOUS

15.1. Entire agreement. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the subject matters hereof. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Auctus for the terms of use for any other Auctus product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Auctus, the Terms of that other document will control only if these Terms are specifically identified and declared to be overridden by such other document.

15.2. Amendments. Auctus may modify, change, supplement or update these Terms in our sole discretion at any time without advance notice. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the homepage of the Site and/or

by posting the amended Terms via the applicable Website and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new Users. In all other cases, the amended Terms will become effective for pre-existing Users upon the earlier of either: (i) the date Users click or press a button to accept such changes, or (ii) Users continued use of Website after Auctus provides notice of such changes. Any amended Terms will apply prospectively to use of the Terms after such changes become effective. If you do not agree to any amended Terms, you must immediately cease from using the Website.

15.3. Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

15.4. Language. Currently, only English versions of any Auctus' communications are considered official. The English version shall prevail in case of differences in translation.

15.5. Force Majeure Events. Auctus shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Auctus' reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, declared and undeclared war, insurrection, riot, labor dispute, accident, action of government, authorities, communications, power failure, or equipment or software malfunction or any other cause beyond Auctus' reasonable control.

15.6. Assignment. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Auctus, including by operation of law or in connection with any change of control. Auctus may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval, provided that you will be informed of such transfer in the order provided herein.