

# MAINSTON

## Terms & Conditions

**Effective date: June, 21, 2019**

**Last update: May, 13, 2020**

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PLEASE READ THESE T&C CAREFULLY BEFORE ACCEPTING THEM. IF YOU DO NOT AGREE TO THESE T&C, DO NOT USE THE APPLICATION AND THE WEBSITE.

These T&C contain information explaining Your rights to access and use the Back office and the Website (both as defined below) and constitute a binding agreement between You and the Company.

### 1. DEFINITIONS AND INTERPRETATIONS

**“Platform”** means the Mainston Website and the Back office. This term shall be also applied to refer to the purchase of any physical/virtual/digital product(s) and/or service(s), as far as promotional/marketing tools through the Back office, which is a software that performs the functions of platform “www.-mainston.com”. The digital product, such as the token, lawfully operated by the Company and available at the Website and Back offices of the users of the Platform, is developed by the company in terms of its Private PreICO in accordance with the legislation of Estonia.

**“Company”** means Mainston International OÜ, incorporated in Tallinn Metro Plaza, Viru väljak 2, 3<sup>rd</sup> floor, 10111 Tallinn, Estonia, registration number: 14763925.

**“Account”** or **“Electronic Wallet”** or **“Back office”** means the account, which has been created by You and owned by You in the website www.mainston.com and which contains all information related to You, including but not limited to, deposited money, promotional and marketing tools and in which You demand a transfer of money, or purchase any physical/virtual/digital product(s).

**“Verification”** or **“KYC”** means a set of measures to validate the data obtained during the identification.

**“Intellectual Property Rights”** mean all copyright and rights in the nature of copyright, design rights, patents, trademarks, database rights, applications for any of the above, moral rights, rights in confidential information, know-how, domain names, future intellectual property rights and any other intellectual rights (and any licenses in connection with any of the same) whether or not registered or capable of registration.

**“Services”** for the purposes of these Terms term “Services” includes granting permission to use the website and the back office.

**“T&C”, “Terms”** mean these Terms and Conditions of Use of the platform and the back office as varied and amended by Us from time to time at its sole discretion.

**“You”** and **“Your”** or **“Client”** relates to you, i.e. to the user of the website and/or back office (the

Company's client).

“**We**”, “**Our**” and “**Us**” relates to the Company.

“**Token**” is a digital product by means of purchase and sale of which deposit and withdrawal of money can be carried out.

“**Buy**” means to acquire any physical/virtual/digital product(s), as far as promotional/marketing tools available for purchase.

“**Deposit**” means to transfer money to Your e-wallet, respectively for the purposes of transaction performing on the Platform. The word “depositing” means carrying out the said transfer.

“**Withdraw**” means to demand from the Company to transfer money, equal to the rewards you gained within the Referral program and accounted for You on Your Account, to Your Account. The word “withdrawal” means carrying out the said transfer.

## 2. APPLICATION OF THESE TERMS

### 2.1 Acceptance

By using the Platform, You agree to be bound by these T&C, which shall take effect immediately upon Your first use of the Platform. If You do not agree to be bound by these T&C, then please do not access or use Platform.

You also agree to comply with the following documents (as well as being legally bound by them):

- The relevant White Paper Declaration (applicable to tokens created and placed in accordance with it).

You further acknowledge that Your failure to comply with these T&C may result in disqualification and/or legal action against You as deemed appropriate and as more particularly detailed below.

### 2.2 Prevailing terms

The English language version of these T&C shall be the prevailing version in the event of any discrepancy between any translated versions of these T&C.

### 2.3 Amendments in these T&C

- Each party shall have the right to terminate these T&C at any time at its sole and absolute discretion by means of a unilateral extrajudicial refusal to perform it, expressed by sending the other party a notice of such refusal in the manner specified in these T&C. The Agreement shall be deemed to be terminated on the date of receipt by the recipient party of the relevant notice.
- The Company is not entitled to unilaterally and extrajudicially refuse to fulfil the obligations on own coins of the Company created by it or on its behalf by another person and placed by the Company, as well as terminate unilaterally and extrajudicially the effect of the relevant White Paper Declaration approved by the head of the Company, in the presence of these coins in circulation.
- In the event of termination of the contractual relations between You and the Company, Your funds held by the Company shall be transferred by the Company to You at Your demand after deduction of the amounts of remuneration due to the Company, the expenses incurred by the Company in connection with such transfer, the amounts of losses inflicted by You to the Company and the amounts of forfeit (penalty) subject to withholding by the Company as a result of violation of the contractual conditions by You, provided that the transfer is not hindered by the taking measures in the field of

prevention of money laundering, financing of terrorist activities and proliferation of weapons of mass destruction.

- The Company has the right to unilaterally and extrajudicially amend these T&C at any time at its sole and absolute discretion, except for the White Paper Declaration approved by the head of the Company. In these cases, the Company will amend this declaration unilaterally and extrajudicially. These T&C shall be amended unilaterally and extrajudicially by posting the amended text of these T&C on the Company's website on the Internet with posting of the notice thereof in the Your Account and (or) by sending such notice in the manner specified in these T&C. These T&C shall be deemed to have been amended three days after the moment the said notice appears in the Your Account or after the moment of receipt by it of such notice (in case it is sent by other means), unless the Company includes another term.

### 3. RISK DISCLOSURE

3.1 You hereby confirm Your understanding that the nature of the Services and any transactions involving digital products may be risky. You understand and accept the risks related to purchase and sale of digital products via the Services.

3.2 By accepting and (or) complying with the T&C, You acknowledge that You have read the following risk information disclosed by the Company and that You accept these risks:

- Coins are not legal tender and are not required to be accepted as a means of payment;
- Coins are not granted by the state;
- Acquisition of coins may lead to complete loss of money and other objects of civil rights (investments) transferred in exchange for coins (including as a result of coins cost volatility; technical failures (errors); illegal actions, including theft);
- The technology of the register of transaction blocks (blockchain), other distributed information system and similar technologies are innovative and constantly updated, which implies the need for periodic updates (periodic improvement) of the Information System and the risk of technical failures (errors) in its operation; the coin alienated by the Company may be of value only when using the Information System and (or) the Company's services;
- As the attitude of different states (their regulators) to coin transactions (operations) and approaches to their legal regulation differ from jurisdiction to jurisdiction, there is a risk that the Agreement or its particular conditions may be invalid and (or) unenforceable in certain states.
- You should carefully consider whether the purchase of digital products is suitable for You in light of Your circumstances and financial resources.
- In addition to the risks specified in sub-clause 3.2 of this clause, risks of trading in digital currencies include, but are not limited to, the following:
  - The digital currency market is still new and uncertain. The prices of digital currencies are highly volatile and can shift quickly. You should be prepared to lose all or substantially all of Your assets when trading in digital currencies.
  - We make no representations or warranties about whether digital currency may be traded on the Platform in any point in the future, if at all.

#### 3.3 Legal Risks

The legal status of digital currencies may be uncertain. This can mean that the legality of holding or trading them is not always clear. Whether and how one or more digital currencies constitute property, or assets, or rights of any kind may also seem unclear. You are responsible for knowing and understanding how digital currencies are addressed, regulated, and taxed under applicable law of the state, the citizen (subject) of whom you are, or in whose territory you reside.

#### 3.4 Security Risks

You acknowledge that having digital currencies on deposit create certain security risks including, but not limited to various security breaches or targeted hacking attacks. You acknowledge that We shall not be responsible for any loss, theft, failures, disruptions, errors, distortions or delays You may experience when trading via the Platform, except in cases where such losses, thefts, failures, violations, errors, distortion or delay occurred due to Our fault.

#### 4. USAGE REQUIREMENTS

4.1 To be eligible to use the Platform, You must be:

- at least 18 years old;
- be registered, domiciled or located in, or resident of, a country where using the Platform is not contrary to local laws and regulations;

4.2 To use the Platform, You need to register [www.mainston.com](http://www.mainston.com) Account. To register [www.mainston.com](http://www.mainston.com) Account You should:

- provide Your full name, citizenship, date and place of birth, the place of domicile, requisites of identification document, e-mail address and pass through the facial recognition check;
- create a secure passcode.

3.1. You are not permitted to register more than one [www.mainston.com](http://www.mainston.com) Account.

4.4 You shall also undergo identity and address identification procedures before You are allowed to use the Platform. You agree:

- to provide Us with the information We request for the purposes of Your identification and verification and excluding of facts of unfair or illegal behaviour on the Platform and permit Us to keep a record of such information;
- that We are authorised to make the inquiries, whether directly or through third parties, that We consider necessary to identify Your identity and address or protect You and/or Us against fraud or other financial crime, and to take action We reasonably deem necessary based on the results of such inquiries. When We carry out these inquiries You acknowledge and agree that Your personal information may be disclosed to credit reference and authorised agencies and that these agencies may respond to Our inquiries in full. You acknowledge that We also may engage third-party providers to conduct all the verification procedures We require and disclose to such providers any data We receive from You for registration and verification of Your [www.mainston.com](http://www.mainston.com) Account.
- that You are responsible for keeping Your e-mail address up-to-date in Your [www.mainston.com](http://www.mainston.com) Account Profile in order to receive any notices or alerts that We may send You.

4.5 We will assess and verify the provided information and documentation and, if everything is in line with Our internal procedures, Your [www.mainston.com](http://www.mainston.com) Account registration will be approved. The data provided by you during identification is subject to Verification in the course of which measures may be taken to prevent the legalisation of criminal proceeds, the financing of terrorist activities and the financing of the proliferation of weapons of mass destruction.

4.6 We may, at Our sole and absolute discretion, at any time during Your use of the Platform request some information and documentation in addition to those provided within registration of Your [www.mainston.com](http://www.mainston.com) Account, in particular, when We suspect certain criminal or unauthorised activity is taking place via Your [www.mainston.com](http://www.mainston.com) Account.

4.7 We may periodically review (update) the information and documents provided by You within identification or verification process and ask You to update them. You are obliged to promptly (within three calendar days) reply to such requests. In case You do not provide Us with requested updates We may take measures mentioned in this Document.

4.8 You represent and warrant that all the information and documents You provide to Us with regards to the Services are true, accurate, up-to-date, authentic and belong to You.

4.9 In accordance with these T&C, You must notify the Company about changes in the data (information) specified in sub-clause 4.2 of this clause within a period not exceeding three days from the date the corresponding changes occurred.

4.10 We may, at our sole discretion, refuse to create a [www.mainston.com](http://www.mainston.com) Account for You. These T&C are not a public agreement or contract of adhesion. The Company is not obliged to provide Services to anyone who applies and has the right, without giving reasons, to refuse registration on the Platform and not to provide Services to the applicant.

4.11 We do not guarantee that the Platform can be used on any particular device.

## 5. DEPOSITING FUNDS

5.1 You can deposit money in order to be accounted for You on Your [www.mainston.com](http://www.mainston.com) Account. Depositing of money is carried out by making Your purchase of virtual/digital products and/or services represented on the Platform. As a result of such a purchase in Your Account, the requested product is taken into Your Account. Tokens are deposited on your Mainston Electronic Wallet.

5.2 We reserve the right not to accept money from You, as well as change the list of ways by which You can deposit money to Your Account at any time and at our own sole discretion.

5.3 You can pay for virtual/digital products using a credit or debit card, via a bank transfer or other methods available in the Platform. Some depositing method may not be available to You. The availability of a particular depositing method depends on a number of factors including, for example, where You are located, the identification information You have provided to Us, and limitations imposed by third party payment processors.

5.4 The timing associated with loading funds into Your [www.mainston.com](http://www.mainston.com) Account will depend in part upon the performance of third parties responsible for maintaining the applicable Account, and We make no guarantee regarding the amount of time it may take to load funds into Your [www.mainston.com](http://www.mainston.com) Account.

5.5 You represent and warrant that Money which You deposited to the [www.mainston.com](http://www.mainston.com) Account are derived from legal sources.

You acknowledge that We reserve the right to verify Your compliance with this sub-clause at any time within Your use of the Services, in particular by the following means:

- requesting a documentary confirmation of the source of origin of funds, and the title of property to them;
- using special API or other software enabling to identify money laundering, financing terrorist activities and financing the proliferation of weapons of mass destruction using money, electronic money and tokens and other risks associated with the funds, in particular, to analyse the history of using Your Account, its connection with other accounts and transactions and to define the risk of using your Account for illegal activities;
- requesting information from third parties, like payment and banking institutions.
- in case You are unable to provide Us with the documentary prove required or We have other reasons to suspect Your non-compliance with this sub-clause, We shall do any of the following: (1) reject withdrawing or depositing of money to (from) Your [www.mainston.com](http://www.mainston.com) Account, or (2) suspend withdrawal or deposit transactions with money, or (3) block (freeze) money accounted on Your [www.mainston.com](http://www.mainston.com) Account, or (4) suspend or block transactions authorised via Your [www.mainston.com](http://www.mainston.com) Account, or (5) refuse to transfer to your wallet coins that are subject to such transfer, or (6) block financial transactions in which You participate.

## 6. TYPES OF ORDERS, THEIR CONTENTS AND EXECUTION

6.1 You submit an order on purchasing coins and/or purchase of physical/virtual products and/or services represented on the Platform (and in the cases specified in this Document – also orders for carrying out other actions) to Us by clicking the “Buy” virtual button in the Back Office and (or) performing other actions, stipulated in these T&C and (or) in the interface of the Platform.

6.2 We are prohibited from executing an order, or are entitled not to execute the order, under applicable law, in particular laws preventing money laundering, terrorist financing, fraud, or any other criminal activity, and under Internal control rules of the Company. You acknowledge that, unless otherwise provided by applicable law, We are not obliged to provide You with reasons for not executing Your order. We will refuse Your order if there are no sufficient funds on Your [www.mainston.com](http://www.mainston.com) Account.

6.3 Upon obtaining by Us an order on purchasing You are not entitled to cancel or change this order.

6.4 We may also impose any other conditions or restrictions upon Your use of the Services without prior notice to You.

6.5 You agree that for technical reasons not all types of orders provided for in this clause may be available to You (including if they have not been introduced into the Platform yet).

## 7. WITHDRAWAL OF FUNDS

7.1 You can withdraw Your funds for Referral program from [www.mainston.com](http://www.mainston.com) Account to the External Accounts at any time by submitting a respective order to Us (in case this withdrawal type is supported by Us on the Platform).

7.2 We will withdraw Your funds within three Business Days after getting the respective demand from You. However, We may reject, restrict or suspend withdrawal of funds from Your [www.mainston.com](http://www.mainston.com) Account in case We are entitled or obliged to do this in accordance with applicable laws preventing money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, and in accordance with regulations of Internal control rules of the Company, fraud, or any other criminal activity, in particular if We have reasonable suspicions that You are engaged in money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, fraud, or any other financial crime. In the latter case We may not permit withdrawal of funds from Your [www.mainston.com](http://www.mainston.com) Account unless You successfully pass additional due diligence procedures, which We are entitled to perform.

## 8. ABANDONED ACCOUNTS

8.1 [www.mainston.com](http://www.mainston.com) Account that has not been used for more than six months will be qualified as abandoned.

- Abandoned [www.mainston.com](http://www.mainston.com) Accounts are deactivated. You will receive an automated e-mail fifteen days prior to [www.mainston.com](http://www.mainston.com) Account deactivation.
- If You have received a notice on Your [www.mainston.com](http://www.mainston.com) Account deactivation and there are funds remaining on Your Account You are obliged to withdraw the remaining funds within the next two months.
- In case You do not initiate withdrawal of funds within a two months' period You will lose access to Your funds on [www.mainston.com](http://www.mainston.com) Account and We are entitled to report such funds as unclaimed, remit them, appropriate or deliver them to appropriate authorities.

## 9. OTHER ADVICE

- 1.1. By using the Platform and the Website, You represent that You have been, are, and will be solely responsible for making Your own independent appraisal and investigations into the risks of any transaction carried out by You on the Platform. You represent that You have sufficient knowledge, market sophistication, professional advice and experience to make Your own evaluation of the merits and risks of any transaction; [www.mainston.com](http://www.mainston.com) gives You no warranty related to transactions carried out by You on the Platform.
- 1.1. You agree that We are not responsible for determining whether or which taxes apply to Your transactions. You further agree that You are solely responsible for reporting and paying any taxes arising from Your transactions on the Platform.
- 1.1. If at any point the Platform does provide information on recommendations, commentary, news updates on particular goods, advertisements or any other information, the act of doing so is incidental to Your relationship with Us and imposes no obligation of due diligence on behalf of Us. All such information is provided to You for informational purposes only and is not intended for other purposes. We do not endorse or promote any particular good or service and give no representation, warranty, or guarantee as to the accuracy or completeness of any such information or as to the tax consequences of any transaction You may enter into based on such information. We shall not be responsible or liable for any decisions You make based on such information. You are solely responsible for determining whether any transaction is appropriate for You based on Your own independent research, Your personal objectives, Your financial situation, and risk tolerance.

## **10. REFUNDS**

10.4 We do not issue refunds for virtual/digital products once the order is confirmed and the product is sent. Our products are currently delivered by Internet download only. After your purchase has been approved we will process your order. Orders are typically processed within one (1) hour but could take as long as twenty-four (24) hours to complete. Once your order has been processed, we will send you a confirmation email using the email address you provided on our order form. Your electronic purchase receipt will be available at your back office and will contain the information you need to access our product downloads.

10.5 Downloads from our servers are closely monitored to ensure you are able to successfully access our products. While we are flexible and allow you to complete a reasonable number of downloads we will not tolerate download abuse. We reserve the right to terminate your access to our download servers. We recommend contacting us for assistance if you experience any issues receiving or downloading our products, by writing to [support@mainston.com](mailto:support@mainston.com).

## **11. PRIVACY POLICY**

11.1 We process all the data We receive from You within the registration and identification (verification) process or while using the Platform strict compliance with Our Privacy Policy, which is the integral part of these T&C.

11.2 We do not collect any personal data about visitors of the Website, except for cookies, collection and further processing of which is governed by a separate Cookies Policy.

11.3 By accepting these T&C in the ways described above, You agree to the processing of Your personal data in accordance with the Privacy Policy in order to comply with these T&C and other related purposes in any way that We deem necessary to apply.

## **12. GRANT OF LICENSE / INTELLECTUAL PROPERTY**

12.1 All copyrights, trade secrets, patents, and other Intellectual Property Rights in and to the Platform,

including their interface, features and functionality, belong to and remain with Us. You do not gain any rights to the Platform due to using it.

12.2 Subject to Your compliance with these T&C, We grant You a personal, non-transferable, revocable and non-exclusive right to use the Platform for Your personal, non-commercial use and not for resale or further distribution. Your right to use the Platform is limited by the terms and is subject to the obligations set forth in these T&C.

12.3 As a part of the Services, www.mainston.com makes available to You various content via the Platform including graphics, charts, order books, logos, trademarks, images, news articles and any other content ("Content"). The Content is the property of www.mainston.com or Our suppliers, and You do not gain any rights to the Content due to using the Platform. Subject to Your compliance with these T&C, We grant You a limited, non-exclusive, non-transferable license, without the right to sublicense, to access and view the Content available via the Platform. You can use the Content only for Your personal or internal business purposes.

12.4 Under no circumstances may You use the Intellectual Property Rights in the Platform, the Website or the Content without the prior written consent of www.mainston.com and the respective copyright owners.

12.5 Except as otherwise explicitly provided in these T&C or as may be expressly permitted by applicable law You are not permitted to, and You agree not to permit or authorise others to:

- copy, modify, adapt, reverse engineer, create derivative works from the Platform, the Content or any part thereof, or any copy, adaptation, transcription, or merged portion of them;
- decode, disassemble, decompile or otherwise translate or convert the Platform or its Content;
- sell, transfer, loan, lease, assign, rent, or otherwise sublicense the Platform, Content or Your access to the Platform;
- use the Platform or the Content for any purpose other than Your personal use;
- remove, alter, or obscure any copyright, trademark, attribution and any other proprietary notices from the Platform or Content.

12.6 The license granted under this clause shall automatically terminate if We suspend or terminate Your access to the Services.

### **13. PLATFORM LEGAL USE RESTRICTIONS**

13.1 It is Your sole responsibilities to ensure that at all times while using the Platform You comply with the laws that govern You and that You have the complete legal right to use the Platform. Any use of the Platform is at Your sole option, discretion and risk. By using the Platform, You acknowledge that You do not find the Services to be offensive, objectionable, unfair, or inappropriate in any way. It is Your responsibility to verify that You are permitted to use and access the Platform according to the jurisdiction of Your domicile or any country in which You may be located.

13.2 As a condition of Your use of the Platform (where applicable), You warrant and undertake that You shall not use or access the Platform for any unlawful purpose under any law that is applicable to You or that is prohibited by or in breach of these T&C. In particular (and in addition to all other representations and warranties set out in these T&C), You warrant (agree) as a condition of use of the Platform (where applicable) that:

- You are at least 18 years old and of a legal age in Your jurisdiction to form a binding contract;
- You are using the Platform and Content solely for Your own personal or internal business use;
- You are acting in Your own legal capacity and not on behalf of another person;
- You are not a citizen of, or permanently reside in, any Prohibited Jurisdictions;
- You have full power and authority to enter into these T&C and in doing so will not violate any

- other agreement to which You are a party;
- You will not conduct criminal or other unlawful activities through the Platform, including but not limited to, money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, fraud, or any other crime;
  - You do not use the Platform to evade, avoid, or circumvent any applicable laws, including but not limited to laws preventing money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, fraud, or any other criminal activity;
  - You shall not use the Platform if any applicable laws prohibit, penalise, sanction, or expose Us to liability for the Services provided to You;
  - You do not use the Platform in order to disguise the origin or nature of proceeds of crime or terrorist financing;
  - You do not use any insider information about tokens in a unscrupulous (illegal) way and do not manipulate the prices for tokens within Your usage of the Platform;
  - You shall not allow other persons to use Your www.mainston.com Account;
  - You will not solicit or in any way seek to obtain any information, including personally identifiable information, relating to other users of the Platform or visitors of the Website;
  - You will not intercept or monitor, damage or modify any communication which is not intended for You;
  - You will not upload or distribute any software program, file or data that contains viruses, spiders, robots, worms, trojan-horse or any code or orders which are corrupted or may negatively affect the operational performance of the Platform;
  - You will not impact or attempt to impact the availability of the Services or operation of the Website, with a denial of service (DOS) or distributed denial of service (DDoS) attack or use the Platform in a way that could damage, disable, overburden, or impair its functioning;
  - You will not attempt to modify, decompile, reverse-engineer or disassemble the Platform in any way;
  - You will not initiate and/or engage in surveys, contests, chain letters or post/transmit "junk mail", "spam" or any unsolicited mass dissemination of email against (or relating to) Us, users of the Platform or visitors of the Website;
  - You will not interfere with, disrupt, negatively affect or inhibit other users from enjoying the Platform;
  - You will not submit, post, upload or grant Us access to any information or material that infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, or other Intellectual Property Rights;
  - You will not encourage or promote any activity that violates these T&C.
  - In case of suspicion of money laundering, financing terrorist activities, financing the proliferation of weapons of mass destruction, fraud, or any activities that may violate any applicable law or these T&C, We reserve the right to report all the necessary information to the relevant authorities, without providing You with notice of such report.

## **14. RESPONSIBILITY FOR USE OF THE PLATFORM**

14.1 You are responsible for restricting access to the Website and ensuring the security of Your www.-mainston.com Account. In particular, You should always keep safe the passcode You created when registering www.mainston.com Account and immediately notify Us in case You suspect that You have not authorised certain actions which were performed under Your www.mainston.com Account.

14.2 You are responsible and liable for all activities that take place through the Platform installed on Your device, whether or not You are the individual who undertakes such activities. You confirm that any orders made in Your www.mainston.com Account are expressions of Your will and result of Your actions.

14.3 We will not be liable for any loss that You may incur as a result of someone else using the Platform installed on Your device, either with or without Your knowledge. In addition, You may be held liable for any losses incurred by Us or another party due to someone else using the Platform installed on Your

device.

## 15. DISCLAIMERS AND LIABILITY

15.1 We shall exercise reasonable skill and care in Our provision of Services to You. However, neither We nor Our directors, officers, employees, affiliates or service providers shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by You under these T&C, unless such losses are a reasonably foreseeable consequence or arise directly from Our fault.

15.2 Unless otherwise provided by the legislation of Estonia, in no circumstance, shall We, Our directors, officers, employees, affiliates or service providers be liable to You or other persons:

- for any damage, loss of data, loss of profits, loss of reputation and goodwill or loss of business opportunity arising under or in connection with these T&C, whether arising out of negligence, breach of these T&C, misrepresentation or otherwise;
- for the Content displayed via the Application or the Website;
- for the losses You incurred due to purchase(s) via the Platform;
- for any damages or interruptions caused by any computer viruses, spyware, shareware, Trojan horses, worms or other malware that may affect Your device, or any phishing, spoofing, malicious security breaches, targeted hacking attacks or other attacks. We advise the regular use of a reputable and readily available virus screening and prevention software;
- for any breach of these T&C by reason of any abnormal and unforeseeable circumstances beyond Our reasonable control (force major);
- for any breach of these T&C which is due to the application of binding legal acts inter alia acts of Macedonia.
- for any adverse tax implications of transactions carried via the Platform;
- for the unauthorised use of Your [www.mainston.com](http://www.mainston.com) Account;
- for any changes in the market taking place after You send order on the Platform;
- for the interruptions in the operation of the Platform.

15.3 IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE FEES AND CHARGES PAID BY YOU TO US DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

15.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW OF ESTONIA THE APPLICATION, THE WEBSITE AND CONTENT ARE PROVIDED TO YOU "AS IS" AND WE PROVIDE YOU WITH NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THEIR QUALITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, FITNESS FOR PURPOSE, COMPLETENESS OR ACCURACY.

15.5 YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES 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 EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

15.6 We do not make any representations or warranties that access to the Services or the Website, or any of the Content contained therein, will be continuous, uninterrupted, timely, error-free and will meet Your requirements.

15.7 We will make reasonable efforts to ensure that Your orders within the Platform are processed in a timely manner, but We make no representations or warranties regarding the amount of time needed to

complete processing which is dependent upon many factors outside of Our control.

15.8 You agree that the Content displayed via the Platform is provided for information purposes only and You must evaluate, and bear all risks associated with, the use of such Content, including any reliance on the accuracy, completeness, or usefulness of such Content. We shall not be responsible or liable for any decisions You make based on such Content. We do not guarantee the accuracy, completeness, or usefulness of the Content displayed via the Platform.

15.9 When using the Platform, You may view content provided by third parties, including links to web pages of such parties ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable.

15.10 Nothing in these T&C will limit Our liability for death or personal injury resulting from Our negligence.

15.11 You hereby acknowledge and agree that all disclaimers and exclusions of liability contained in these T&C represent a fair and reasonable allocation of the risks and benefits of these T&C, taking all relevant factors into consideration. You further agree that these disclaimers and limitations shall be enforceable to the extent permitted by applicable law.

15.12 In case of non-fulfilment (improper performance) of the provisions of these T&C by You, You are obliged to compensate the losses incurred to the Company (including reimburse the Company for the amount of liability measures applied to it in a foreign country in connection with the conclusion and (or) execution of these T&C under the conditions the provision of false assurances by You. The company has the right to fully or partially withhold the amount (amount) of losses caused to it from the amount (amount) of money counted for You, held by the Company.

15.3 The basis for exemption from liability for non-performance (improper execution) of these T&C for You is the presence of force major circumstances (by which the Parties understand the emergency and unavoidable circumstances under the given conditions, i.e. natural disasters), and for the Company - the absence of its fault.

## **16. LINKS TO WEBSITES**

16.1 The Platform may, from time to time, contain links to websites, which are outside of Our control and are not covered by these T&C. If You access the websites using the links provided, You will have to comply with relevant terms and condition of such websites. We do not accept any responsibility or liability for using the services provided on the websites, which You may access through links contained in the Platform.

16.2 The operators of these websites may collect information from You, which will be used by them in accordance with their privacy policy, which may differ from Ours. We do not accept any responsibility or liability for these policies. Please check these policies before You submit any information to these websites.

16.3 We are providing the links to websites to You only as a convenience, and the inclusion of any link does not imply endorsement by Us of its operators.

## **17. SUSPENSION, TERMINATION AND CANCELLATION**

17.1 To the extent permitted by applicable law, and as well as to the extent necessary for the fulfilment of obligations imposed on the Company, including, but not limited to, obligations in the sphere of preventing money laundering, financing terrorist activities and financing the proliferation of weapons of mass destruction, countering the manipulation of prices on tokens, countering illegal (unfair) use of insider infor-

mation about tokens, We may without any liability to You with immediate effect and for any reason: (a) refuse to complete, block, cancel, suspend (recommence) or reverse a transaction You have initiated; (b) suspend, restrict or terminate Your access to the Platform in whole or to certain of its functionalities and features, (c) ban disposal and usage of funds registered on Your [www.mainston.com](http://www.mainston.com) Account (freeze the funds), (d) deactivate or cancel Your [www.mainston.com](http://www.mainston.com) Account, (e) apply a ban on the disposal and/or use of tokens and/or a ban on carrying out transactions (operations) with tokens, (f) unilaterally refuse to perform the contract concluded with You (declare this contract avoided), including but not limited to where:

- We are, in Our reasonable opinion, required to do so by applicable law or any court or other authority to which We are subject in any jurisdiction;
- We reasonably suspect You of acting in breach of these T&C;
- We have concerns that a transaction is erroneous or about the security of Your [www.mainston.com](http://www.mainston.com) account or we suspect the Services are being used in a fraudulent or unauthorised manner;
- We have verified data, or reasonably suspect, that You are using any insider information about cryptocurrencies or are manipulating prices for cryptocurrencies when using the Platform;
- We suspect money laundering, terrorist financing, fraud, or any other financial crime, in particular, but not limited to cases, when You are repeatedly making transactions, we consider suspicious;
- If external accounts You linked to Your [www.mainston.com](http://www.mainston.com) Account are not approved;
- Use of Your [www.mainston.com](http://www.mainston.com) account is subject to any pending litigation, investigation, or government proceeding and/or We perceive a heightened risk of legal or regulatory non-compliance associated with Your Account activity;
- If the company decided to return to You the money received from You by the Company, the Company will reimburse its costs of such a return and consideration of the application from Your funds by withholding such compensation.

17.2 We will generally provide You with notice of our actions and reasons for taking such actions and where appropriate, with the procedure for correcting any factual errors that led to them. We will not communicate to You the reasons for such measures in case it would be unlawful for Us to do so under any applicable law or such decision is based on confidential criteria that are essential to Our risk management and security policies.

17.3 Under applicable law We are obliged to take measures aimed at prevention, detection, preclusion and elimination of consequences of unfair (improper) using insider information about tokens or manipulating prices for tokens. Such measures are established in Our sole discretion. By using the Platform, You acknowledge the possibility of applying such measures to You.

17.4 These T&C with regard to use of the Platform are terminated: (a) upon Our initiative when We terminate Your access to the Application, deactivate or cancel Your [www.mainston.com](http://www.mainston.com) Account, or (b) upon Your initiative by sending Us a termination notice to [support@mainston.com](mailto:support@mainston.com).

17.5 After termination of these T&C for any reason whatsoever, unless otherwise provided by applicable law, any rights, obligations and/or liabilities accrued before the date of termination shall continue in force until their full completion.

17.6 You should initiate withdrawal of all the funds remaining on Your [www.mainston.com](http://www.mainston.com) Account within five calendar days after termination of these T&C. In case You do not initiate the withdrawal, We reserve the right in Our sole discretion to return the remaining funds to any of Your External Accounts or appropriate them.

17.7 If You have not started the withdrawal of funds in accordance with this sub-clause, then such actions may be perceived by Us as the removal from the possession, use and disposal of the property without the intention to preserve any rights to this property, i.e. renunciation of the right of ownership.

17.8 Upon termination of these T&C, You shall cease all use of the Platform (except for withdrawal of funds, if applicable).

## 18. INDEMNITY

You agree to fully indemnify, defend and hold harmless Us and Our shareholders, directors, employees, officers, licensees, licensors, affiliates and subsidiaries from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees, fines and penalties of regulatory authorities, and any other charges whatsoever, however caused, that may arise as a result of:

- Your breach of these T&C (including any warranties contained herein), in whole or in part;
- violation by You of any law or any third party's rights, including Intellectual Property Rights;
- exercising of Our rights under these T&C, including, but not limited to, actions We are entitled to undertake in accordance with clause 17 of these T&C (rejection or partial fulfilment of Your orders, suspension or restriction of Your access to [www.mainston.com](http://www.mainston.com) Account, blocking or suspending withdrawal of funds, etc.);
- use by any other person accessing Platform installed on Your device or accessing the
- Platform via Your device, whether or not with Your authorisation.

## 19. APPLICABLE LAW AND DISPUTE SETTLEMENT PROCEDURE

19.1 The legislation of Estonia shall apply to the relations between the parties arising out of the Terms. In this case, the material, not collision, norms of law shall be applied.

19.2 If a dispute arises between the parties from the Terms prior to its submission for consideration to the dispute settlement body provided for in the Terms, it shall be mandatory to follow the claim procedure for dispute settlement provided for in the Terms.

19.3 Claims shall be sent:

- By You – from Your e-mail address specified by it at the time of creation of the Account to the e-mail address [support@mainston.com](mailto:support@mainston.com) with the scanned image of the paper claim signed by You or your representative attached to the letter (if the claim is signed by the representative, the attachment of a scanned image of the document confirming the representative's authorities is mandatory);
- By the Company - to Your e-mail address, specified by it at the time of creation of the Account. The parties also have the right to send their signed paper claims (by registered mail with delivery receipt or by the correspondence delivery services, such as EMS, DHL or UPS) to each other's addresses of residence (location) (with certified copies of documents confirming the representative's authorities, if the claim is signed by the representative).

19.4 Claims shall contain:

- surname, given name (first name), patronymic (name) of the claimant and a person (persons), to whom the claim is submitted (the claimer), their place of residence (place of temporary residence) or location;
- date of filing the claim;
- circumstances on the basis of which the claim is filed;
- specific well-reasoned demands of the party with reference to the provisions of the Terms, as well as the norms of the legislation of Macedonia;
- the amount of the claim and its calculation, if the claim is subject to monetary evaluation.

19.5 The claim cannot be subject to consideration if:

- it is not sent in accordance with these Terms;
- its content does not correspond to these Terms.

19.6 The response to the claim shall be sent within 30 days from the date of its receipt in the manner specified in these Terms.

19.7 If the dispute arisen has not been settled in the claim procedure, it shall be submitted for consideration:

- if You are a citizen or a legal entity of Estonia, – to the court at the location of the Company, determined in accordance with the legislation of Estonia;
- if You are is a foreign citizen, stateless person, foreign or international legal entity or foreign organisation, which is not a legal entity, – to the International Arbitration Court of Estonia. Arbitration clause:  
 “All disputes, disagreements or claims that may arise from or in connection with the Terms, including those related to their conclusion, change, termination, performance, invalidity or interpretation, shall be considered in the International Arbitration Court of Estonia in accordance with its regulations.”.

19.8 The parties shall have the right to settle a dispute arising out of the Terms by using mediation in accordance with the legislation of Estonia.

## **20. FEEDBACK**

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Us, the Services or the Platform that You provide, whether by email, posting through the Platform or otherwise ("Feedback"). Any Feedback You submit is non-confidential and shall become the sole property of [www.mainston.com](http://www.mainston.com). We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to You. You waive any rights You may have to the Feedback (including any copyrights or moral rights). Do not send us feedback if You expect to be paid or want to continue to own or claim rights in them; Your idea might be great, but We may have already had the same or a similar idea and We do not want disputes.

## **21. COMMUNICATION**

21.1 In case You have any questions with regard to these T&C or want to contact Us for other reasons, please use respective section in the Website or write an e-mail to [support@mainston.com](mailto:support@mainston.com).

21.2 You agree to receive all the communications, agreements, documents, notices and disclosures relating to the Services (collectively “Communications”) via the Back office and/ or Your e-mail. As the result, to ensure receiving of such Communications You are obliged to keep Your contact information in [www.mainston.com](http://www.mainston.com) Account Profile up-to-date. If We send You an electronic Communication but You do not receive it because Your e-mail is incorrect, out of date, blocked by Your service provider, or You are otherwise unable to receive electronic Communications, We will be deemed to have provided the Communication to You.

## **22. REPRESENTATIONS AND WARRANTIES BY YOU**

22.1 You acknowledge that in connection accepting and accessing of all information in this T&C, you hereby represent and warrant to Mainston as issuer and/or The Distributor as following:

- You acknowledge and fully aware that the Mainston digital product(s) (“Tokens”) do not constitute securities in any form in any jurisdiction;
- You agree and acknowledge that this T&C does not constitute and/or designed a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities. You are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of this T&C;
- You agree and acknowledge that no regulatory authority has examined or approved of the information set out in this T&C, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of this T&C

to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

- You agree and acknowledge that this T&C, the undertaking and/or the completion of the Mainston Token Sale shall not be construed, interpreted or deemed by you as an indication of the merits of the Mainston as issuer and/or the Mainston Tokens, the Mainston Token Sale and the Mainston Wallet (each as referred to in this T&C);
- you understand that the distribution or dissemination of this T&C, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by applicable law, any regulations or rules in your jurisdictions and any place where restrictions in relation to possession are applicable;
- You acknowledge and agree that in order to purchase any Mainston Tokens, the Mainston Tokens are not to be construed, interpreted, classified and/ or treated as:
  - Any form of investment instruments such as debentures, stocks and/or shares that issues by person and or entity (whether Mainston as issuer and/or distributor);
  - Any rights, optional choices and or derivatives in respect of such debentures, stocks and/ or shares;
  - Any units in a collective investment scheme;
  - Any unites in a business trust;
  - Any form of derivatives of unites in a business trust;
  - Any other security or class of securities
- You understand and fully aware that the Citizens, residents (tax or otherwise), or green card holders, of the following countries, are INELIGIBLE to purchase Mainston Token as referred to in this T&C: Afghanistan, Bosnia and Herzegovina, Guyana, Iraq, Lao, Syria, Uganda, Vanuatu, Yemen, Ethiopia, Sri Lanka, Trinidad and Tobago, Tunisia, Pakistan, Iran, Democratic People's Republic of Korea, Ghana, Cambodia, Iceland, Mongolia, Panama, United States of America.
- You acknowledge and fully aware in term of basic degree to understanding any operation, functionally, usage, storage, transmission mechanism and/other material of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related Token storage mechanism, blockchain technology and smart technology;
- You are fully aware and understand that in the case where you wish to purchase any Mainston Tokens, there are risks associated with Mainston as issuer and/or the Distributor and their respective business and operations the Mainston Tokens, The Mainston Token Sale and The Mainston's Wallet;
- You agree and acknowledge that NEITHER Mainston NOR the Client is liable for any indirect, special, incidental, consequential and/or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits and loss of use or data) which arising out of and/or relating to any acceptance of or reliance on this White Paper or any part thereof by you;
- All above statements are true, complete, accurate and/or acceptance and non- misleading from the time of your access to and/or acceptance of possession this T&C or such part thereof (as the case maybe).

## 23. MISCELLANEOUS

23.1 You may not assign, charge or otherwise transfer Your rights and/or obligations under these T&C (or purport to do so) without Our prior written consent. We reserve the right to assign these T&C, in whole or in part, at any time without further notice to You.

23.2 If a provision of these T&C is or become illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

23.3 All the provisions of these T&C which by their nature extend beyond the expiration or termination of these T&C, including, without limitation, the provisions relating to legal use restrictions, prohibited activities, dispute resolution, will continue to be binding and operate after the termination or expiration of

these T&C.

23.4 The headings in these T&C are for reference only and do not affect the construction or interpretation of any provision.

23.5 Neither failure nor delay on the part of Us to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

23.6 Nothing in these T&C shall create or confer any rights or other benefits in favour of any third parties not party to these T&C.

23.7 Nothing in these T&C shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between You and Us.

23.8 These T&C constitutes the entire understanding and agreement between Us and You regarding the Services and supersedes any prior agreement, understanding or arrangement between Us and You.

23.9 Estonia shall be deemed to be the place of these T&C conclusion.

### **The Conditions of the Promotional Referral Program**

1. These Conditions constitute a part of the Terms and Conditions of Use of the Platform and the Back office (Terms and Conditions).
1. Clients of Mainston International OU (hereinafter referred to as “the Company”) defined by the Company at its sole discretion and who have registered themselves (have created an account) on the Platform “www.mainston.com” (hereinafter referred to as the “Platform”) by using the access code sent to them and who are simultaneously natural persons (hereinafter referred to as “Members of the community”), have the opportunity to take part in the Promotional Referral program (hereinafter referred to as the “Promotional program”).
  1. The Member of the community chooses clients to take part in the Promotional program at its sole and absolute discretion and regardless of whether or not such potential customers have performed (have not performed) any actions. The substance of the Promotional program is as follows.
    1. The company shall give to every Member of community invitation (referral) codes within their accounts on the Platform. These referral codes are to be designated for sending by e-mail by member of the community to the persons being invited by them to use the Platform who, prior to sending these codes, have not had accounts on the Platform.
    2. If such persons, when registering themselves (creating an account on the Platform), enter the invitation code sent to them by the Member, then they shall be qualified as persons invited by the Member (hereinafter referred to as the “Invited clients”).
    3. Within the framework of the Promotional program, the Company shall reward the most active members of the community by certain amount(s) of tokens (the number of tokens is explained through the Referral program, but they are to be transferred in accordance with this clause shall be determined by the Company at its sole discretion).
    4. The most active members are rewarded by the Company on the weekly basis by means of adding of the number of tokens, on his/her account on the Platform.
  2. Unless otherwise expressly permitted by the Company:
    - (a) if the person whom the Member has sent the invitation code to does not enter it during the process of registration (creating an account) on the Platform or for any reason fails to register himself on the Platform (does not pass the account creation process), this Member shall not be entitled to acquire the rewards tokens free of charge in accordance with these Conditions;
    - (b) the Member’s breach of any provision of these Conditions shall entail deprivation of him of the right to acquire the rewards tokens free of charge in accordance with these Conditions. The fact of breach of any provisions of these Conditions is defined by the Company at its

- sole and absolute discretion.
9. The Chosen Client must not become the Invited Person himself.
  1. The amounts of rewards program are explained by the Referral program conditions in the specified document;
  2. As part of the Promotional program, the Company may, at its discretion, transfer to any or some Member free of charge ownership of tokens, in an amount that is independently determined by the Company in each particular case.
  3. The number and type of tokens to be transferred in accordance with this clause shall be determined by the Company at its sole discretion.
  4. Members and Invited Persons can receive tokens in accordance with the terms of this Promotional campaign only after going through the procedure of creating an Account and passing identification and subsequent verification in accordance with the Terms and Conditions of Use of the Platform. The price (value) of tokens shall be determined by the Company at its sole and absolute discretion.
  1. These Conditions may be amended or terminated, and the Promotional program may be terminated at any time by the Company at its sole and unique discretion (unilaterally).

May, 13, 2020

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