

## TERMS AND CONDITIONS

for users participating in the NTRY Tokens crowdsale and/or acquiring NTRY Tokens

October 2017

READ THESE TERMS AND CONDITIONS (“Terms”) CAREFULLY BEFORE USING THE DESCRIBED SERVICES OR THE WEBSITE LOCATED AT: <https://www.notary-platform.com> (“Website”).

BY USING THE Website LOCATED AND PRODUCTS OFFERED IN RELATION TO IT, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS UNDER THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS OR SERVICES.

Notary (as defined under 14.12) RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PARTS OF THESE TERMS AT ANY TIME AND FOR ANY REASON WITHOUT YOUR CONSENT. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. THE CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON BEING PUBLISHED ON THE WEBSITE. YOU ACKNOWLEDGE THAT BY ACCESSING THE Website AFTER ANY CHANGES HAVE BEEN MADE YOU ARE AGREEING TO THE MODIFIED TERMS. Notary IS LIKELY TO CHANGE THESE TERMS AFTER THE DEVELOPMENT OF THE PRODUCTS AND SERVICES (“Platform”) AND THEIR PUBLIC RELEASE.

THESE TERMS OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY Notary, DOES NOT CONSTITUTE AN OFFER, SOLICITATION OR ADVICE TO SELL OR INVEST IN SHARES OR SECURITIES CONNECTED WITH Notary OR THE WEBSITE OR THE PRODUCTS OFFERED THERETO, NOR SHOULD THE PURCHASE OF THE NTRY TOKENS BE SEEN AS AN INVESTMENT INTO SECURITIES BUT RATHER A PAYMENT FOR SEVICES; TO BE PROVIDED BY Notary IN THE FUTURE.

NONE OF THE INFORMATION OR ANALYSES PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND THESE TERMS OR ANY OTHER DOCUMENT DOES NOT PROVIDE FOR ANY SPECIFIC RECOMMENDATION. Notary’s SERVICES AND THE WEBSITE ARE NOT, DO NOT OFFER AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS, BUT AS SOFTWARE.

ACCORDINGLY, ANY ACQUISITION OF CRYPTOGRAPHIC TOKENS FROM Notary DOES NOT PRESENT AN EXCHANGE OF CRYPTOCURRENCIES FOR ANY FORM OF ORDINARY SHARES IN Notary OR ANY RELATED SERVICES, PRODUCTS OR ESTABLISHMENTS, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, ISSUED BY Notary IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR OTHER

REVENUE RIGHT. HOLDERS OF Notary CRYPTOGRAPHIC TOKENS ARE ONLY ENTITLED TO THE USE OF THE PLATFORM AND SOFTWARE AND CERTAIN OTHER RIGHTS WITHIN THE PLATFORM IN ACCORDANCE WITH THE TERMS SET OUT IN THESE TERMS.

Notary CRYPTOGRAPHIC TOKENS ARE AVAILABLE TO USERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC TOKENS AND Notary DOES NOT, CURRENTLY PROVIDE EXCHANGE OF Notary CRYPTOGRAPHIC TOKENS FOR FIAT CURRENCY. Notary ALSO DOES NOT PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE TOKENS.

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA, CANADA, AND THE PEOPLE'S REPUBLIC OF CHINA AND ANY OF ITS TERRITORIES OF ANY STATUS, SHALL NOT USE THE WEBSITE OR Notary TOKENS AND SHALL LEAVE THIS WEBSITE IMMEDIATELY. Notary SHALL NOT BE RESPONSIBLE FOR FRAUDULENT, DECEPTIVE OR OTHERWISE MALICIOUS USE OF ANY TOOLS WHATSOEVER BY PERSONS OR ENTITIES BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA, CANADA, AND THE PEOPLE'S REPUBLIC OF CHINA AND ANY OF ITS TERRITORIES TO USE THE WEBSITE OR Notary TOKENS UNDER THE SEMBLANCE OF PROVENANCE FROM ANY OTHER COUNTRY OR JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA, CANADA, AND THE PEOPLE'S REPUBLIC OF CHINA AND ANY OF ITS TERRITORIES ("Restricted Areas").

Notary EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

## 1. TERMS

1.1. The following terms shall have for the purposes of these General terms and conditions the following meanings.

- (a) "Agreement" means these terms and conditions, including Schedule A.
- (b) "Digital Assets" are tokens, available on a particular public blockchain network, which includes Ether.
- (c) "ETH" or "Ether" shall mean the value token on the Ethereum blockchain called "ether".
- (d) "Ethereum" shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

- (e) “European Economic Area” or “EEA” shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- (f) “Founders” shall have the meaning set out in paragraph 4.3(b).
- (g) “Notary IP” has the meaning, set out in paragraph 12.1.
- (h) “NTRY” means Notary Token as set out in paragraph 2.2.
- (i) “Maximum Threshold” has the meaning set out in paragraph 4.10.
- (j) “Platform” shall have the meaning set out in paragraph 2.1.
- (k) “Project” shall have the meaning set out in section 2.
- (l) “Presale” shall mean the sale of NTRY tokens which happened before the launch of the sale on 10th of October.
- (m) “Restricted Areas” shall have the meaning set out in paragraph 6.1.
- (n) “Terms” means these General Terms and Conditions.
- (o) “Third-party Wallet” is a solution, enabling users to store their Digital Assets and NTRYs.
- (p) “Total NTRY Number” shall have the meaning, set out in paragraph 4.3.
- (q) “User(s)” shall mean any person, whether natural or legal, accessing the Website, or directly/indirectly making use of the Project, or the Platform, or NTRYs.
- (r) “VAT” means value added tax of relevant jurisdiction(s), if applicable.
- (s) “Website” shall mean <http://www.notary-platform.com>.

## 2. THE PROJECT

- 2.1. The aim of Notary is to develop and deploy an application which enables you to engage in contracts on the go through the use of smart contracts (“Platform”).
- 2.2. Notary Platform integral element shall be the Notary Token (“NTRY”) and its purpose is:
  - (a) distribution of NTRYs in accordance with the terms set out in these Terms will enable Notary to secure sufficient resources for the development and deployment of the Platform and provide the User with its services,
  - (b) NTRYs shall be used as utility tokens to access the Platform. Users of the Platform and other services provided by Notary will be required to pay the fee to Notary in NTRYs.
  - (c) NTRYs shall be the main means of payment for the services on the Platform,
  - (d) NTRYs shall NOT be construed as granting any legal governance rights of Notary or the Platform, such as voting in the annual general meeting, other statutory rights, rights to dividends or profits and similar.
- 2.3. Notary may decide to charge fees for using the Platform and the decision on such fees is in Notary’s sole discretion.
- 2.4. Notary undertakes to publish or change the Fee Schedule on the Website at any given time, and users accept and agree that the fees published on the Website are valid and fully-binding.

- 2.5. Platform shall be developed and run on the Ethereum blockchain.
- 2.6. The Project does not include and Notary is not a provider of:
  - (a) exchange services between virtual currencies and fiat currencies,
  - (b) wallet or custodial services of credentials necessary to access virtual currencies.
- 2.7. Users understand and accept that the Project is currently in alpha development phase and that it still requires substantial development work. Due to unforeseeable material, conceptual, technical, regulatory and commercial changes before the final release, or any time after the release of the Platform, Users understand and accept that an upgrade of Platform and/or NTRY tokens may be required (including a hard-fork of NTRY) and that if User decides not to participate in such upgrade, they may no longer use his NTRYs and that non-upgraded NTRYs may lose their functionality in full.
- 2.8. Notary undertakes to build the Platform and develop at least a working mobile application with three different use cases if at least 1.200.000 NTRY tokens are collected in the Crowdsale process. Failing to sell at least 1.200.000 NTRY tokens, Notary undertakes to refund the User.

### 3. NTRY STRUCTURE AND HOLDERS' RIGHTS

- 3.1. NTRY token will at its creation be an ERC-20 standard Ethereum token. Notary may decide to transfer, hard-fork or in any other way change the NTRY token in such a way that NTRY token will not longer be an ERC-20 standard Ethereum token.
- 3.2. NTRY tokens carry no rights, express or implied, other than those set out in these Terms.
- 3.3. NTRY tokens are designed to be exchangeable on cryptographic token exchanges. Notary gives no warranties that NTRY tokens will be at any time exchangeable on any such exchanges, but undertakes on a best effort basis to do everything that is reasonable possible and within the powers of Notary to enable exchange of NTRY tokens on as many exchanges as possible.

### 4. NTRY TOKEN DISTRIBUTION

- 4.1. Contributions sent to Notary in exchange for NTRYs shall be considered as contribution towards the project and contributors shall be among the first users to be granted access to the Platform. Contributions shall be made in Digital Assets.
- 4.2. Failure to follow the published instructions for Contributions on the Website may limit, delay, or prevent a User from contributing. Users understand and accept that when making a Contribution, such Contribution shall go into a smart contract system on Ethereum and such users shall receive NTRYs in exchange at a future date.

- 4.3. Notary shall not create additional NTRY tokens at any time after the initial token release.
- 4.4. NTRY tokens distribution shall be in the following manner:
  - (a) 80% of the Total NTRY Number shall be distributed to participants in the NTRY token sale;
  - (b) 10,084% of the Total NTRY Number shall belong to the Notary team;
  - (c) 3,333% of the Total NTRY Number belong to participants in the Presale;
  - (d) 3,25% of the Total NTRY Number shall be distributed to advisors of Notary;
  - (e) 2% of the Total NTRY Number shall be kept in reserve for future market liquidity, airdrop, rewards and similar;
  - (f) 0,667% of the Total NTRY Number belong to apps bounty hunters;
  - (g) 0,333% of the Total NTRY Number belong to participants in the Presale bounty programme;
  - (h) 0,333% of the Total NTRY Number shall be distributed to the participants in the Notary token sale bounty programme;
- 4.5. Notary reserves the right to change the distribution manner in any way in light of changed circumstances or reasonable re-evaluation of the Project.
- 4.6. Notary reserves the right to stop the distribution process. Such stop shall remain at the discretion of Notary and shall only be used in limited situations, such as, but not limited to:
  - i) detection of a serious security issue, ii) serious network performance issue, depriving all users of equal treatment, iii) any type of material attack on the NTRYs, the Platform, Website or Ethereum network.
- 4.7. Users, wishing to participate in the token distribution, will be obliged to send their Digital Assets for acquisition of NTRYs from an Ethereum address wallet, for which they control the private key, meaning that such address and/or private key cannot belong to a third party, such as a Digital Assets exchange. Users will receive their NTRYs to the same address from where they have sent the Digital Assets.
- 4.8. Notary shall in no way be responsible for any funds lost due to the Users' negligence, lack of diligence, or failure to follow any instructions issued by Notary, including sending funds through Digital Assets exchange(s).
- 4.9. The funds raised from the NTRY distribution will belong to Notary and will be used for, inter alia, the development, marketing, operations, legal, governmental duties and running of the Project.
- 4.10. Notary reserves the right to change the dates set out in in these Terms at any given time due to technical or organizational reasons, without any duty to provide any reason(s). Any such changes will be published on the Website.

4.11. The distribution of the NTRY tokens is limited to 120.000.000 NTRY (“Maximum Threshold”). The start of the NTRY token offering shall be 18:00 GMT on the 10th of October 2017.

4.12. The distribution shall be executed as follows:

- (a) Distribution shall be automatically effected by a smart contract deployed on the Ethereum blockchain shortly after the Users send their Digital Assets during the NTRY token offering,
- (b) Users shall send their Digital Assets to the smart contract address provided by Notary,
- (c) The offering of NTRY shall halt, and the tokens shall be sent to each of the participating User’s wallet address as defined in these Terms, when (whichever occurs first):
  - (i) the time of the NTRY token offering, defined in paragraph 4.10, has expired at 18:00 GMT on the 10<sup>th</sup> of November 2017; or
  - (ii) Maximum Threshold has been achieved.

4.13. The only official and authorised website for NTRY token distribution is the Website. The User(s) must ensure that the URL of the web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

4.14. All contributions to Notary in exchange for NTRY tokens are final and non-refundable. By participating in the NTRY token distribution, you acknowledge that Notary is not required to provide a refund for any reason, and that you will not receive money or other compensation as a refund, except in case of Crowdsale failure as described under 2.8.

4.15. NTRY is not a consumer product and its users accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

## 5. RISKS

5.1. You understand and agree that Digital Assets, NTRY, blockchain technology, Ethereum, Ether and other associated and related technologies are new and relatively untested and outside of Notary’s exclusive control. Any adverse changes in market forces or the technology impacting Notary’s performance under this Agreement shall absolve Notary from responsibility over any delayed or unachieved milestones.

5.2. You also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the NTRYs, the Platform and other relevant technologies mentioned herein, and that you absolve Notary from any and all responsibility on any damages occurring in light of the risks listed below.

- (a) Legal risks regarding securities regulations

There is a risk that in some jurisdictions the NTRYs or other Digital Assets might be considered a security, or that it might be considered to be a security in the future. Notary does not give warranties or guarantees that NTRY tokens will not be regarded a security in all jurisdictions. Each User of NTRY tokens shall bear its own legal or financial consequences of NTRY tokens being considered a security in their respective jurisdiction.

Every User shall check if acquisition and disposal of NTRY tokens is legal in its jurisdiction, and by accepting these Terms each User undertakes not to use NTRY tokens should their use not be legal in the relevant jurisdiction. If a User establishes that the use of NTRY under these Terms is not legal in its jurisdiction, it shall neither use nor acquire them.

The legal ability of Notary to provide NTRY tokens and the Platform in some jurisdictions may be hindered or eliminated by future regulation or legal actions.

(b) Risks associated with Ethereum

NTRY tokens are issued on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause them to malfunction or function in an unexpected or unintended manner. Other unforeseeable changes in Ethereum, whether intended or not, may in the same way impact the value and usability of NTRY tokens.

(c) Risk of unfavourable 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 Digital Assets and NTRY tokens may be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of NTRY 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 NTRY tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, consensus-based attacks, or any other attacks.

(e) Risk of security weaknesses in the Website and NTRY tokens source code or any associated software and/or infrastructure

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

(f) Risk of mining attacks

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

(g) Risk of low or no liquidity

There are no warranties and/or guarantees given that NTRY tokens will be listed or made available for exchange with 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 Notary does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, Notary will not enable exchange of NTRY tokens for other cryptographic tokens or for fiat currency, although it will commit reasonable endeavours to list NTRY tokens on such exchange(s).

(h) Risk of loss of value

Value of NTRY tokens may fluctuate and their users might suffer loss in value of such acquired tokens.

(i) 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 NTRY tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of NTRY tokens.

(j) Internet transmission risks



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

(k) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology.

In addition to the risks set forth here, there are risks that Notary cannot foresee and it is unreasonable to believe that such risks could have been foreseeable.

(l) Insufficient interest in Notary, the Platform and NTRY tokens

It is possible that Notary, the Platform or NTRY tokens will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such lack of interest could impact the development of the Platform and value of the NTRY token.

(m) NTRY token and the Platform, as developed may not meet your expectations

The Platform is currently under development and may undergo significant changes before release of the final version. Your expectations regarding the form and functionality of the Platform and NTRY 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 NTRY. Notary does not offer any guarantee as to the marketability or expected use of the Platform and/or NTRY tokens.

(n) The Platform may never be completed or released

The Platform may never be released and operational, even though Notary will make reasonable efforts to complete and deploy it.

5.3. The NTRY tokens and the Platform are provided “as is” and “as available”. We and our affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the NTRY tokens, including any warranty that the NTRY tokens will be uninterrupted, error-free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non- infringement, and any warranties arising out of any course of dealing or usage of trade.

## 6. ELIGIBILITY

- 6.1. The Website, the Platform and NTRY tokens are not offered for use to natural and legal persons having their habitual residence or their seat of incorporation in the United States of America, Canada, and the People's Republic Of China ("Restricted Areas"). In addition to the above, user(s) shall warrant that they adhere to the terms and conditions stipulated in Schedule A.
- 6.2. Natural and legal persons with their habitual residence or seat of incorporation in the Restricted Areas shall not use the Website, the Platform and NTRY tokens.
- 6.3. Notary reserves its right to decide in its own discretion to adopt reasonable organisational and technical measures to ensure that the Website and NTRY tokens are not available to persons from paragraph 6.1. Notary shall not be held liable for any legal or monetary consequence arising of use of NTRY tokens by natural and/or legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. Such persons using NTRY tokens despite the prohibition shall on first request indemnify and hold harmless Notary from any legal or monetary consequence arising of their breach of the terms as described in this paragraph.
- 6.4. If you are registering to use the Platform on behalf of a legal entity, you represent and warrant that
  - (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
  - (b) you are duly authorized by such legal entity to act on its behalf.
- 6.5. You further represent and warrant that you:
  - (c) are of legal age to form a binding contract (at least 18 years old in most jurisdictions);
  - (d) have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party;
  - (e) are not located in, under the control of, or a national or resident of any Restricted Areas;
  - (f) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);
  - (g) will not use the NTRY tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so;
  - (h) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software;
  - (i) have carefully reviewed the content and have understood and agreed with these Terms completely,
  - (j) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the NTRY token;

- (k) you have obtained and was given sufficient information about the NTRY tokens to make an informed decision to acquire them;
- (l) you understand that the NTRY tokens confer only the right to use and access the Platform, as set out in these Terms, and confer no other rights of any form with respect to the Platform or Notary;
- (m) you are acquiring NTRY Tokens to access the Platform and to support its development, testing, deployment and operation; and that you are not acquiring NTRY tokens for any other use or purpose, including, but not limited to, any investment, speculative or other financial purposes; and
- (n) your purchase of NTRY tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens in the Platform, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

## 7. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

- 7.1. Notary is closely following changes to legislation in the most relevant jurisdictions and undertakes to act accordingly, if regulatory changes significantly impact operations of NTRY tokens and the Platform. Notary is not a financial institution and is currently not under supervision of any financial supervisory authority. Notary does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This NTRY token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
- 7.2. This document or any other document, produced and signed by Notary, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 7.3. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and Notary services and the Website are not, do not offer and shall not be construed as investment or financial products.

## 8. LIABILITY

- 8.1. Notary and its affiliates and their respective officers, employees or agents will in regard to the Website, the Platform and NTRY tokens not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to loss of profits, trading losses or damages that result from use or loss of use of this Website, Platform and NTRY tokens), even if

Notary has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of NTRY tokens, the Website or the Platform.

- 8.2. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the Website, the Platform or NTRY tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this Agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this Agreement or your use of or access to the Website, the Platform and NTRY tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website, the Platform and NTRY tokens.
- 8.3. You waive your right to demand the return of any cryptographic tokens or any Digital Assets you exchanged with us for the purpose of acquiring NTRY tokens, including, without limitation, a demand for specific performance.
- 8.4. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third- party claim concerning this Agreement or your use of the Website, the Platform and NTRY tokens contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- 8.5. The information, software, products, and services included in or available through the Website and the Platform may include inaccuracies or errors. Changes are periodically added to the information therein. Notary and/or its suppliers may make improvements and/or changes to the Website and the Platform at any time. Notary makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website, the Platform, NTRY tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Platform and NTRY tokens, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Notary hereby disclaims all warranties and conditions with regard to the Website, the Platform, NTRY tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

8.6. You warrant to Notary that you will not use the Website, the Platform or the NTRY tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform or NTRY tokens in any manner that could damage, disable, overburden, or impair the Platform, NTRY tokens or the Website.

## 9. SECURITY

9.1. You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account with the Platform, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password and any other login or identifying credentials of the Platform.

9.2. In case you suspect a security breach in any of the abovementioned, you will inform us immediately so we can take all required and possible measures to secure your account, the Website, the Platform, NTRY tokens and systems as whole.

9.3. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials to the Platform, we may, in our sole discretion, and only if we are able to, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

## 10. PRIVACY

10.1. Notary may collect only what they require for the operation of the Platform or its services and will not share your personal information with any third parties other than our identity verification partner, if it applies. Even within Notary, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters.

10.2. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, sworn statements or other documents.

10.3. Notary reserves its right to request documentation, described in the previous paragraph, prior to activating your account at any of Notary and the Platform services, and any services, available through the Website. Notary may refuse you access to the Platform, NTRY tokens and Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.

10.4. Notary collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us

by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release your personally-identifiable information to any third party without your consent, except as set forth herein.

- 10.5. If you create an account at our Website or the Platform we may collect and store the following types of information: your name, address, phone, email and other similar information. Before permitting you to use our Website and acquiring NTRY tokens, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.
- 10.6. When you access the Website, or use our products or services we (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our User; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 10.7. Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific User.
- 10.8. We store and process your personal information on our servers in the EU and elsewhere in the World, where our facilities or our service providers are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.

10.9. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

10.10. We reserve our right to share your personal information with:

- (a) our banking partners and service providers;
- (b) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- (c) 3rd party identification services providers for fraud prevention purposes;
- (d) law enforcement, government officials, or other third parties when (i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;
- (e) other third parties only with your prior consent or direction to do so.

Notary will not provide your personal information to any other Notary and Platform users without your consent or direction.

10.11. You may access, review and edit your personal information linked to use of the Platform after the successful launch thereof by logging in to the Website using your credentials.

10.12. The data that we collect from you will be transferred to, and stored at, in the EU and may be transferred and/or stored to other places outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Staff may be engaged in the fulfilment of our Services and/or the processing of your details and the provision of support services. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the Notary services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them

have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## 11. TAXES

- 11.1. All your factual and potential tax obligations are your concern and responsibility and Notary is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to, or any similar advice.
- 11.2. All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## 12. INTELLECTUAL PROPERTY

- 12.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, methods, compositions, formulae, techniques, information, source code, brand names, graphics, User interface design, text, logos, images, information and data pertaining to the Project (hereinafter: "Notary IP"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- 12.2. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.
- 12.3. You are being granted a non-exclusive, non-transferable, non-assignable, revocable license to access and use the Website and the Project and the NTRY tokens strictly in accordance with these Terms. As a condition of your use of the Website and the NTRY tokens you warrant to Notary that you will not use the Website, or the Project or NTRY tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the NTRY tokens in any manner that could damage, disable, overburden, or impair the Website and the Project. You may not obtain or attempt to obtain any materials or



information through any means not intentionally made available or provided for through the Website and NTRY tokens. Limitation to the transferability of license shall not be understood in a way, that the users are not allowed to transfer NTRY tokens to third parties.

12.4. All Notary IP is the property of Notary and is protected by all copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

12.5. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Notary IP, in whole or in part, found on the Website or associated products and services. Notary IP is not for resale. Your use of the Notary IP does not entitle you to make any unauthorized use of any Notary IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any Notary IP. You will use Notary IP solely for your personal use, and will make no other use of Notary IP without the express written permission of Notary and the copyright owner. You agree that you do not acquire any ownership rights in any Notary IP. We do not grant you any licenses, express or implied, to the intellectual property of Notary except as expressly authorized by these Terms.

### 13. NOTICES

13.1. We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address updated. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

13.2. To give us notice under this Agreement, you must contact us by email to [info@notary-platform.com](mailto:info@notary-platform.com). We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.

13.3. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

### 14. MISCELLANEOUS

14.1. Materials, such as 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 a descriptive nature only.

- 14.2. We do not permit individuals under the age of 18 to register with our Website and use our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block his/her/their access to our Website and products.
- 14.3. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.
- 14.4. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for itself products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.
- 14.5. These Terms do not create any third-party beneficiary rights in any individual or entity.
- 14.6. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 14.7. The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 14.8. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 14.9. "Notary" refers to the Project as a whole, including any or all of the entities, being used by Notary, incorporated in the British Virgin Islands, which acts as the jurisdiction for execution of a smart contract for distribution of NTRYs in accordance with these Terms; and as a services provider or operating company for the Project. Provided that the

jurisdiction of choice may be changed at any time by us at any point and at our own sole discretion; the change shall be announced on the website when effected.

- 14.10. All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, the Project and NTRY tokens shall be finally settled under the Rules of Arbitration of the Ljubljana Arbitration Centre which shall enjoy exclusive jurisdiction in all matters directly or indirectly related to this Agreement. The applicable law shall be the law of the Republic of Slovenia. The language to be used in the arbitral proceedings shall be English.
- 14.11. Prior to filing any claims in accordance with paragraph 14.9, you undertake to file such claim or request directly to Notary via e-mail at address [info@notary-platform.com](mailto:info@notary-platform.com). You agree that you will not file any claims in accordance with paragraph 14.9 earlier than 30 days after sending such claim or request to Notary in accordance with this paragraph 14.11. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 14.11, shall be rejected immediately by the tribunal as premature.
- 14.12. These Terms, including Schedule A, represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, the Project and NTRY tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.
- 14.13. These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact Notary via e-mail and immediately navigate away from the Website and cease using the Project. By making use of the Website, the Project and NTRY tokens, you shall have accepted all the terms and conditions under this Agreement and confirm that you have made such acceptance with no undue pressure and fully aware and informed of all the terms and conditions stated herein.

## **SCHEDULE A**

Warranty given by user(s) especially in relation to the United States ALL PARTICIPANTS AND USERS HEREBY EXPRESSLY AFFIRM THAT THEY ARE:

- (a) NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia (the "USA") or Canada, and the People's Republic Of China ("Restricted Areas").;
- (b) NOT a corporation, partnership or other legal entity formed under the laws of either of the countries under the scope of the Restricted Areas;
- (c) (NOT an agency, branch or office located in either of the countries under the scope of the Restricted Areas of a corporation, partnership or other legal entity that was formed under laws other than those of either of the countries under the scope of the Restricted Areas;
- (d) NOT a trust of which any trustee is described in (a), (b) or (c) above;
- (e) NOT a legal entity the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;
- (f) NOT a member of any branch of the military of the countries under the scope of either of the countries under the scope of the Restricted Areas; and
- (g) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or j(f) above.

THE USER(S)' DECISION TO SUBSCRIBE TO NTRY TOKENS WAS:

- (a) NOT based, at least in part, on information received or communications exchanged while the user, or the person providing the information or with whom the communication was exchanged, was within the USA;
- (b) NOT made inside the USA; and
- (c) NOT communicated to Notary from a source within the USA.

THE USER(S)' PURCHASE OF NTRY TOKENS WAS:

- (a) made on his/her own account as principal;

(b) NOT made in anticipation of a further distribution of the NTRY Tokens to others; and

(c) NOT preceded, and will not be followed within 2 days from the

Closing Time, by any effort to create or condition a market for the NTRY Tokens in the USA.

I, as the User, have read and understood the above representations as well as the full Terms & Conditions of this Agreement.