



# GENERAL TERMS & CONDITIONS

## (INCLUDING SALE POLICY)

DOCUMENT DATE: [09.02.2018]

### SECTION 1. TERMS & CONDITIONS STATUS AND ACCEPTANCE

1.1. These General Terms & Conditions (hereinafter referred to as the “Terms”), including any and all Accompanying Documents, constitute a legally binding agreement (boilerplate contract) between the Website Owner and any and all Users as defined herein in Definitions Section.

1.2. Each User as defined herein in Definitions Section must carefully read and comply with these Terms.

1.3. It is understood and presumed per se that by the fact of the Website use and SocialMedia.Market Tokens purchase (as defined herein in Definitions Section) the respective User fully read, understood and irrevocably accepted these Terms. If any User does not agree with these Terms in general or any part of them, such User should withhold from using the Website and/or purchase of SocialMedia.Market Tokens as defined herein in Definitions Section.

### SECTION 2. DEFINITIONS

The following definitions mentioned throughout these Terms shall have the following meaning:

**Accompanying Documents** – other SocialMedia.Market Token Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to technical Whitepaper, Privacy Policy, Sale Policy, etc.)

**Account** – a User’s digital account on the Website, which is created and used to purchase SocialMedia.Market Tokens. A User is given the access to an Account upon its successful creation through providing the Website with all the required information. Only authorized Users have a right to purchase SocialMedia.Market Tokens on the terms provided herein.

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

**Agreement** – these Terms and any other rules, policies or procedures that may be issued by SocialMedia.Market and published from time to time on the Website (including the Accompanying Documents).

**Applicable Law** – law applicable under these Terms to any and all relations between a User and Website Owner.

**Cryptocurrency** – digital currency, represented by Bitcoin (BTC) or Ethereum (ETH) used by Users to purchase Social Media Tokens.

**Party** - Website Owner or User. Both Website Owner and User, can be referred to as the “Parties”.

**SocialMedia.Market** – a digital platform (not a legal entity), designated for discover, create, run and analyze advertising campaigns with social media influencers with the use of SocialMedia.Market Tokens. Development and launch of SocialMedia.Market is the initial and main purpose of the SocialMedia.Market Token Sale. SocialMedia.Market is not a stock or any other investment instruments exchange.

**Social Media Tokens** (that may also be referred to as “SMT” or “SMT tokens”) – cryptographic tokens, which are software digital products (not being cryptocurrency), created by the Website Owner as a proof of membership of their holders (purchasers) in the SocialMedia.Market. Social Media Tokens are not securities, are not registered with any government entity as a security, and shall not in any case be considered as such.

**SocialMedia.Market Token Sale** – a restricted offering of Social Media Tokens to eligible Users during the SocialMedia.Market Tokens Sale period, when a User is able to purchase Social Media Tokens, during 20.11-21.12.2017 and 02.02-16.03.2018

**User** (also referred to as “You”) – any person, who uses the Website, with or without prior registration and authorization using the Account and purchases Social Media Tokens.

**Website** – the website maintained and owned by the Website Owner at [www.socialmedia.market](http://www.socialmedia.market)

**Website Owner** (also referred to as “Company”, “We”, “Us”) – a company (including its Affiliates as described herein) to be registered under the laws of Cyprus, being the initiator of the SocialMedia.Market Token Sale, not being neither a financial or investment entity, nor a partner, employer, agent or adviser for any User.

**Whitepaper** - the SocialMedia.Market Whitepaper published on the Website.

## SECTION 3. GENERAL PROVISIONS

3.1. These Terms are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

3.2. The User acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner’s sole discretion. It is the User’s responsibility to check updates regularly. The User’s continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User’s consent hereto and acceptance hereof.

3.3. The User acknowledges and accepts that the Website Owner reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason.

3.4. By using this Website each User covenants, represents, and warrants that (under the Applicable Law and law of the country of User’s residence):  
he (she) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website;

he (she) has necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

he (she) is not a resident or citizen of jurisdictions as specified in paragraph 3.8. hereof.

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

3.7. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Website Owner. The Website Owner does not guarantee their safety and conformity with any User expectations. Furthermore, We are not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

**3.8. RESTRICTED PERSONS WARNING NOTE: YOU ARE NOT ELIGIBLE AND SHOULD NOT PURCHASE SOCIAL MEDIA TOKENS IF YOU ARE (I) A GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR (II) A CITIZEN OR A RESIDENT (TAX OR OTHERWISE) OF THE UNITED STATES OF AMERICA, PUERTO RICO, THE VIRGIN ISLANDS OF UNITED STATES, OR ANY OTHER POSSESSIONS OF THE UNITED STATES OF AMERICA, OR PERSON OF THAT STATES, OR (III) A CITIZEN OR RESIDENT (TAX OR OTHERWISE) OF ANY COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS AND/OR DIGITAL CURRENCIES ARE PROHIBITED OR IN ANY OTHER MANNER RESTRICTED BY APPLICABLE LAWS ("RESTRICTED PERSON").** ("Person" is generally defined as a natural person residing in the relevant state or any entity organized or incorporated under the laws of the relevant state). Purchased tokens cannot be offered or distrib-

uted as well as cannot be resold or otherwise alienated by their holders to Restricted Persons. In order to buy SocialMedia.Market Tokens and by buying them you covenant, represent, and warrant that none of the owners of the company, of which you are an authorized officer, are Restricted Persons.. Should this change at any time, You shall immediately notify Us. We shall reserve the right to refuse selling Social Media Tokens to anyone who does not meet the criteria set forth above.

## **SECTION 4. SALE POLICY STATUS AND ACCEPTANCE**

4.1. This Sale Policy (hereinafter referred to as the "Policy") sets forth general rules and procedure of SocialMedia.Market Tokens Sale by the Website Owner and their purchase by Users.

4.2. This Policy is inalienable part of SocialMedia.Market Token Sale General Terms & Conditions.

4.3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in SocialMedia.Market Token Sale General Terms & Conditions.

4.4. Each User must carefully read and comply with this Policy.

4.5. It is understood and presumed per se that by the fact of the Website use and SocialMedia.Market Tokens purchase, the respective User fully read, understood and irrevocably accepted this Policy. If any User does not agree with this Policy in general or any part of it, such User should withhold from using the Website and/or purchase of SocialMedia.Market Tokens.

## **SECTION 5. SOCIALMEDIA.MARKET TOKENS SALE OFFER AND ACCEPTANCE**

5.1. SocialMedia.Market Tokens are available for purchase to eligible purchasers (Users) only during the following SocialMedia.Market Token Sale period: 20.11-21.12.2017 and 02.02-16.03.2018. Social Media Tokens shall not be available for purchase by ending of the mentioned

period of time, unless expressly specified by the Website Owner.

5.2. Website Owner's publication on the Website of an offer to sell Social Media Tokens to unlimited number of Users (potential Social Media Token purchasers) is considered a legally binding offer of the Website Owner to sell Social Media Tokens (hereinafter referred to as the "Offer").

5.3. The Offer shall be available only at the Website. Any other offers concerning Social Media Tokens sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the Website Owner.

5.4. The number of Social Media Tokens offered for sale by the Website Owner, and the number of mentioned tokens purchasable by one User, shall be specified in the Offer and/or in the Whitepaper

5.5. During the sale period, you may purchase SMT Tokens at price provided on Website, depending on the time of purchase. Purchase of SMT Tokens requires you to create the Account. You may transfer funds to your Account for the purpose of purchasing SMT Tokens, all funds transferred to your Account will be treated as a deposit and you would be required to manually complete the purchase. The number of purchased SMT Tokens shall be determined based on the total amount received by Company (when such transaction is confirmed) for the purpose of purchasing SMT Tokens with applicable bonuses and/or discounts available to you and will be indicated in Account within hours upon receipt the payment of purchase price (when such transaction is confirmed). If you fail to complete purchase after funds deposition during the sale period, all funds deposited in your Account by the end of sale period will be treated as a payment for SMT Tokens with applicable bonuses and/or discount available to you. You hereby confirm and agree that if at the end of sale period the balance of your Account is less than sum which is equivalent of cost per one SMT Token (or smaller number if that provided on Website) those sum shall be transferred to ownership of the Company as its revenue.

## **SECTION 6. PRICE AND PAYMENT PROCEDURE**

6.1. The exchange rate of one Social Media Token to Bitcoin (BTC), Ethereum (ETH), Litecoin (LTC), Ripple (XRP), Bitcoin Cash (BCH), Dash (DASH), Dogecoin (DOGE), Ethereum Classic (ETC), Neo

(NEO), Monero (XMR) and Zcash (ZEC) should be defined and remind.

6.2. The payment of Social Media Tokens can be conducted by Users only in Bitcoin (BTC), Ethereum (ETH), Litecoin (LTC), Ripple (XRP), Bitcoin Cash (BCH), Dash (DASH), Dogecoin (DOGE), Ethereum Classic (ETC), Neo (NEO), Monero (XMR) or Zcash (ZEC).

6.3. We do not accept fiat currency as payment for Social Media Tokens. In order to buy Social Media Tokens with legal tender User shall convert such funds into Bitcoin (BTC), Ethereum (ETH), Litecoin (LTC), Ripple (XRP), Bitcoin Cash (BCH), Dash (DASH), Dogecoin (DOGE), Ethereum Classic (ETC), Neo (NEO), Monero (XMR) or Zcash (ZEC).

6.4. To purchase Social Media Tokens the User shall only send cryptocurrency funds from his/her personal wallet (hardware wallet). It is prohibited to send cryptocurrency funds to purchase Social Media Tokens from any cryptocurrency exchanges (Coinbase, Poloniex or others).

6.5. User is not entitled to send any funds to purchase Social Media Tokens until Social Media Tokens sales campaign has officially begun.

6.6. Social Media Tokens shall be distributed to the User's personal respective cryptocurrency wallet, within the timeframe specified in the Whitepaper.

## **SECTION 7. KNOW YOUR CUSTOMER (“KYC”)**

7.1. In order to comply with various regulations worldwide, including, but not limited to, anti-money-laundering legislation, We will request You to pass our KYC procedure. This KYC procedure will require You:

7.1.1. At any time within the timeframe of Token Sale process, or after the Token Sale is completed, to provide information verifying your identity, namely:  
copy of your ID (passport, driving licence, national ID card, or other document that reasonably evidences your place of residence), and  
residence confirmation (can be bank statement, utility bill, or other document that reasonably evidences your place of residence).

7.1.2. In the event We are not satisfied by documents You provided, by any reason (which We reserve the right to do at our discretion, without provision of explanations), or in the event any third party authority requests Us to provide additional information about You, to provide such information at first Our request and in reasonably short time, without delays.

## **SECTION 8. OWNERSHIP RIGHTS TRANSFER. SOCIALMEDIA.MARKET TOKENS SALE PROCEEDS STATUS**

8.1. Ownership rights for Social Media Tokens shall be transferred from the Website Owner to the respective purchaser (User) upon distribution of Tokens.

8.2. The proceeds received by Us from the sale of Social Media Tokens to You shall only be deemed as proceeds received from sale of services.

## **SECTION 9. PURCHASER'S REPRESENTATIONS AND WARRANTIES**

By buying Social Media Tokens hereunder the User represents and warrants that:

9.1. His/her funds in no way came from illegal or unethical sources, that the User is not using any proceeds of criminal or illegal activity, and that no transaction involving Social Media Tokens are being used to facilitate any criminal or illegal activity. The User is obliged to provide valid proofs concerning legality of his/her proceeds used to purchase Social Media Tokens upon Website Owner's request or request of bank institutions or government authorities.

9.2. The User is aware of the terms and conditions of the SMT Tokens and has acquired sufficient information about the SMT Tokens to reach an informed and knowledgeable decision to acquire the SMT Tokens;

9.3. The User has read and understood these Terms and the User acknowledges and agrees that there are risks associated with purchasing, holding and using of SMT tokens, as disclosed and explained in these Terms and the Whitepaper;



9.4. The User has sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the SMT Tokens;

9.5. The User understands that the SMT Tokens confer only the rights described in the Whitepaper, and confer no other rights of any form with respect to Website Owner, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

9.6. The User shall not purchase SMT Tokens for any uses or purposes other than to use SMT Tokens as provided in the Whitepaper, including, but not limited to, any investment, speculative or other financial purposes;

9.7. The User understands that the SMT Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the securities law of any country, including the securities laws of any jurisdiction in which the User is resident;

9.8. The User has satisfied herself/himself as to the full observance of the laws of her/his jurisdiction in connection with any invitation to purchase the SMT Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the SMT Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

9.9. The User's purchase, payment for, and continued beneficial ownership of the SMT Tokens will not violate any applicable laws of your jurisdiction;

9.10. The User shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of SMT Tokens;

9.11. The User understands that Website, as well as Whitepaper, can be translated into several languages, but only the information placed in English shall bound the Parties of this Terms. Versions of Website and Accompanying Documents translated into others languages are for informational purposes only;

9.12. The User is not the person referred to in clause 3.8 above, and you are not acting on behalf

of any third party that is the person referred to in clause 3.8 above.

## **SECTION 10. USER'S WEBSITE REGISTRATION AND USER'S ACCOUNT**

10.1. For the purpose of Social Media Tokens purchase, the Website Owner will register You (upon Your request), on the Website and create an individual Account with Your respective login and password. You warrant that any and all information provided for the purpose of Your Account creation is valid, current, complete and accurate. Registration data and other information about You is subject to the accompanying Privacy Policy available on the Website.

10.2. You hereby expressly consent that you are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the Website Owner of any unauthorized Account activity You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or We may suffer as a result of Your failure to do so.

10.3. You may deactivate Your registration with the Website, at any time and for any reason by sending an email request to [info@socialmedia.market](mailto:info@socialmedia.market). We may terminate Your use of and registration with the Website at any time if You violate these Terms or any other Accompanying Documents of the Website Owner, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any other party, when we find such measures reasonable and/or necessary in a particular situation.

## **SECTION 11. INDEMNIFICATION**

11.1. To the extent allowable pursuant to Applicable Law, the User shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder.

11.2. You shall not have any claim of any nature whatsoever against Us for any failure by Us to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any subcontractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Us, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.

## **SECTION 12. NO WARRANTIES AND LIMITATION OF LIABILITY**

12.1. Any and all purchases of Social Media Tokens are final and non-refundable. By purchasing the Social Media Token, the User acknowledges that neither Website Owner nor any other of its affiliates are required to provide a refund for any reason, and that the User will not receive money or other compensation for any Social Media Token that is not used or remains unused for any reason.

12.2. This Website and the Social Media Tokens are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of Social Media Tokens and their use.

12.3. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, the Website Owner or its Affiliates do not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the Social Media Tokens or their use by the User, regardless of the basis, upon which the liability is claimed.

12.4. At any case, total amount of our aggregate liability hereunder may not exceed 100 (one hundred) US dollars. If Applicable Law does not allow all or any part of the above limitation of liability to apply to You, the limitations will apply to You only to the extent permitted by Applicable Law. You understand and agree that it is Your obligation to ensure compliance with

any legislation relevant to Your country of domicile concerning use of this Website and use and buying of the Social Media Tokens, and that the Website Owner should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the Social Media Tokens. You agree to be solely responsible for any applicable taxes imposed on tokens purchased hereunder.

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

12.6. Acquisition of Social Media Tokens does not present an exchange of cryptocurrencies for any form of ordinary shares, and holder of any Social Media Tokens, issued by Website Owner is not entitled to any guaranteed form of dividend or other revenue right. Holders of Social Media Tokens are only entitled to a limited right of the use of the SocialMedia.Market if it is successfully produced and launched in accordance with the terms set out herein.

## **SECTION 13. DISCLAIMERS**

13.1. While SocialMedia.Market does not support listing and/or trading of Social Media Tokens on any cryptoexchanges, We understand that secondary market of cryptotokens exists, and such listing and/or trading can take place without SocialMedia.Market's permission or participation. Any cryptographic tokens that possess value in public markets, such as BTC or ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. In the event Social Media Tokens are traded on cryptoexchanges, Purchaser of Social Media Tokens should be prepared to expect similar fluctuations, both down and up, in the price of Social Media Tokens denominated in respective cryptocurrency (BTC or ETH) or US dollars or currencies of other such jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Website Owner cannot and does not guarantee market liquidity for Social Media Tokens. By purchasing Social Media Tokens, You expressly acknowledge and represent that You fully understand that they may experience volatility in pricing and will not seek to hold the Website Owner liable for any losses or any special, incidental, or consequential damages

arising from, or in any way connected to, the sale of Social Media Tokens.

13.2. The purchase of Social Media Tokens carries with it a number of risks. Prior to purchasing Social Media Tokens, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to You, You should not purchase Social Media Tokens. By purchasing Social Media Tokens, and to the extent permitted by Applicable Law, You are agreeing not to hold the Website Owner or any affiliated entity liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Social Media Tokens, including losses associated with the risks set forth herein.

13.3. Should You proceed to purchase any Social Media Tokens and the product fails to be suitable for the special or particular purpose as intended by You, We will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective Social Media Tokens).

13.4. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk.

13.5. It is possible that the SocialMedia.Market will not be used by a large number of individuals, and other entities and that there will be limited public interest in the mentioned project and dissemination of equity. Such a lack of interest could impact the development of the SocialMedia.Market and potential use of it. Therefore, the success of the mentioned project cannot be predicted.

13.6. The User recognizes that the SocialMedia.Market is currently under development and may undergo significant changes before release. User acknowledges that any expectations regarding the form and functionality of the SocialMedia.Market held by the User may not be met upon release of the mentioned project, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the SocialMedia.Market.

13.7. The Website Owner and the respective SocialMedia.Market development team do not support any unfair or fraudulent practices and confirm their intention to develop and launch the

SocialMedia.Market project. However, due to the risks, associated with cryptocurrency and digital tokens market (including those described in this Section), the User understands and accepts that while the SocialMedia.Market development team will make reasonable efforts to complete the mentioned project, it is possible that an official completed version of the SocialMedia.Market may not be released and there may never be respective operational platform.

13.8. We will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.

13.9. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.

13.10. Security measures have been implemented to ensure the safety and integrity of any of the services related to the SocialMedia.Market Token Sale. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

13.11. The SocialMedia.Market Tokens are unregulated. SocialMedia.Market development team is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if changes impact operations Social Media Tokens. The Website Owner and/or SocialMedia.Market development team or any of its affiliated entities is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, fund management or investment advice. This SocialMedia.Market Token Sale is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

13.12. This document or any other document, produced and signed by Us, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

13.13. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not,

does not offer and shall not be construed as investment or financial product.

13.14. It is possible that even if the SocialMedia.Market Token Sale threshold is met, the insufficient funds will not feasibly develop SocialMedia.Market, possibly causing the effect that Users may not be able to participate in any intended or implied projects. By holding Social Media Token, the User acknowledges that he (she) understands that while every effort will be made to develop and launch the SocialMedia.Market, it is possible that it will never be realized due to the aforementioned reasons.

## **SECTION 14. INTELLECTUAL PROPERTY RIGHTS**

14.1. The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the Social Media Tokens and his activities generally.

14.2. In no way shall this Terms entitle any User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Website Owner and is protected by national and international intellectual property rights protection laws.

14.3. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the Website Owner.

14.4. If for the purpose of any intellectual property right registration of the Website Owner, any documentary submission or any other action is required from the User, the User must provide the Website Owner with the respective assistance.

## **SECTION 15. APPLICABLE LAW AND DISPUTE RESOLUTION**

15.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Cyprus.

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

15.3. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then such dispute shall be referred to and finally resolved by arbitration in Cyprus, in accordance with its rules, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Limassol, Cyprus. Number of arbitrators shall be three. The language of the arbitration shall be English. Award of arbitration tribunal shall be final and binding for both Parties. Should by any reason reference to the above-mentioned arbitration be impossible, the dispute(s) shall be referred to and finally resolved by state court in Cyprus.

## **SECTION 16. MISCELLANEOUS**

16.1. Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

16.2. Assignment. The Website Owner may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate Your duties, and any assignment or delegation without the written consent of the Website Owner, which the latter may



withhold at its sole discretion, shall be void.

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

16.4. Communication and notices. Any communication concerning these Terms execution and/or violation should be conducted only via official emails of the User and the Website Owner.

The Website Owner's official email address for communication with Users is:  
info@socialmedia.market

The User's official email for communication shall be deemed the email specified by the User during the Account registration process. The one and only language of the communication shall be English. 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 then 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 current. 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.

16.5. Tax Issues. The Website Owner makes no representations concerning the tax implications of the sale of Social Media Tokens or the possession or use of them. The User bears the sole responsibility to determine if the purchase of Social Media Tokens with cryptocurrency or the potential appreciation or depreciation in the value of Social Media Tokens over time has tax implications for the User in the User's home jurisdiction. By purchasing Social Media Tokens, and to the extent permitted by law, the User agrees not to hold the Website Owner liable for any tax liability associated with or arising from the purchase of Social Media Tokens. 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.

16.6. State Policies. The Website Owner and its Affiliates strictly follow anti-money laundering (AML), "know your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any User fully agrees to assist the Website Owner in fulfillment of the mentioned regulations and provide any necessary information when requested in accordance with terms specified in the Whitepaper, and, as well, any additional information, if such is required from the User by the authorized authority.

For all the questions or inquiries write us on

**INFO@SOCIALMEDIA.MARKET**

Official website:

**[HTTPS://SOCIALMEDIA.MARKET/](https://socialmedia.market/)**

Registered office:

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