

ATTENTION, NOTICE TO USER: THIS IS AN AGREEMENT GOVERNING YOUR RELATIONSHIP WITH ELEMENTH PTE. LTD (ADDRESS: 176 JOO CHIAT ROAD, #02-02427447 SINGAPORE) (“ELEMENTH”) AND USE OF ELEMENTH’S SERVICES (AS SUCH TERM DEFINED BELOW) AVAILABLE ON [HTTPS://ELEMENTH.IO/](https://elementh.io/) (“SITE”) AND ELEMENTH'S DOMAINS INCLUDED WITHIN THIS SITE PROVIDED TO YOU BY ELEMENTH. YOU MAY USE THIS SITE AND/OR THE SERVICES ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE AND SERVICES. USING THIS SITE AND/OR SERVICES INDICATE THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS (“TERMS OF USE”), DO NOT USE THIS SITE AND/OR SERVICE.

BEFORE YOU PUT A CHECKMARK AT THE “I ACCEPT THE AGREEMENT” BUTTON AND PRESS “NEXT”, PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS TERMS OF USE, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE “I ACCEPT THE AGREEMENT” AND “NEXT” BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS TERMS OF USE AND AGREE THAT THESE TERMS OF USE ARE ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE TERMS OF USE, CLICK THE “CANCEL” BUTTON AND YOU WILL NOT BECOME A PARTY TO THESE TERMS OF USE.

You may receive a copy of these Terms of Use by contacting Elementh at: info@elementh.io.

Acceptance of Terms of Use

Elementh makes this Site including all information, graphics, documents, text, products and all other elements of the Site and all products offered on this Site and service operated through the Site (“Service”), available for your use subject to the terms and conditions set forth in this document and any additional documents available at the Site. By accessing and using this Site, use of any Elementh’s Service available through this Site you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Site and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use this Site and/or Service. If you do not agree to any additional specific terms or to particular transactions concluded through this Site, then you should NOT use the part of the Site, which contains such Content or through which such transactions may be concluded and you should not use such Content or conclude such transactions.

The use of the Site may require You to create an Account with Elementh (“Account”) on the Site. You warrant and represent that all information provided when creating such Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that would cause the information provided upon the Account’s creation to no longer be current, complete or accurate.

The following restrictions and conditions apply to the use of services and creating and maintaining the Account (as such term defined below):

a. You shall not create an account in connection with the Site and/or Service (an “Account”), or access Service if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally competent to use the Site;

b. You shall monitor your Account to restrict use by minors, and you shall deny access to children and teenagers under the age of 18. You accept full responsibility for any unauthorized use of Site by minors in connection with your Account. You are solely responsible for any use of your cryptocurrency wallet or other payment instrument by minors;

d. You shall not create an Account if you have already created one Account on the Site;

e. You shall not have an Account or use Service if you have previously been removed by Elementh from the Site;

f. You shall not use Service if you are citizen or resident of: United States of America, People's Republic of China, Canada, New Zealand, Iceland, South Korea, North Korea, Taiwan, Afghanistan, Pakistan, Iran, Syria, Yemen, Somalia, Sudan, South Sudan, Central African Republic and countries or territories or individuals under the sanctions of the United Nations or the European Union (the list is available at: https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf) or countries where cryptocurrency is prohibited;

h. You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to any other user or third party;

i. You shall not use your Account to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Site to assist any other party in such illegal activity; and you shall not use your Account to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site’s or the platforms underlying code or technical mechanisms; cause damage to the Site or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site.

j. You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without Elementh’s written permission;

k. You shall not access or use an Account that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without Elementh’s consent.

Notwithstanding the foregoing, Elementh may refuse to provide Service to any person for any reason or no reason whatsoever.

These Terms of Use may be amended by Elementh upon notice given by one or more of the following means: through the Site at or after you login to your Account, by the email communication to the address provided by you when you setup your Account, or by written mail communication to the address on record for your Account. Failure to provide or maintain accurate or current contact information by you will not release you from responsibility to comply with these Terms of Use as amended from time to time. Please check the Terms of Use published on this Site regularly to ensure that you are aware of all terms governing your use of this Site. In addition, specific terms and conditions may apply to specific content, products, materials, Service or information contained on or available through this Site (the “Content”) or transactions concluded through this Site. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.

Elementh reserves the right to terminate or restrict your access to the Site and/or EEE Tokens sale for any reason whatsoever at its sole discretion, including but not limited to the cases where Elementh or its partners receive from one or more users of the Site information on violation of these Terms of Use or EEE Tokens Sale Agreement available at the Website .

You hereby agree that Elementh, its partners, their employees and representatives acting on behalf of Elementh, on their own and at its sole discretion evaluate the information and evidences provided and make a decision to terminate or restrict your access to the Site and/or EEE Tokens sale, and such a decision is not subject to review or appeal.

By accepting these Terms of Use you hereby acknowledge that you have read and agree with the following legal documents:

[Elementh Privacy Policy](#)

[EEE Tokens Sale Agreement](#)

[Elementh AML/KYC Policy](#)

Description of Service

Through use of your personal computer or other electronic devices (“Device”) and this Site you may create an Account at the Site and Purchase EEE Tokens and use Service.

Warranties and disclaimers

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IN NO EVENT SHALL ELEMENTH OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THIS SITE OR THE CONTENT, PRODUCTS, SERVICE, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THIS SITE, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE DATA, ANY LOSS OF DATA, LOSS OR DAMAGE TO FILES, LOSS OR DAMAGE TO THE CONTENT, ANY SERVICES AVAILABLE THROUGH THE SITE THAT ARE DELAYED OR INTERRUPTED, EVEN IF ELEMENTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST ELEMENTH PERTAINING TO OR IN CONNECTION WITH THIS SITE MUST BE COMMENCED AND NOTIFIED TO ELEMENTH IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

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.

Limitations

Any use of the Service in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the Service and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY ELEMENTH DIGITAL PRODUCT SUCH AS EEE TOKEN OR THE SITE IS A VIOLATION OF ELEMENTH POLICY AND MAY BE A VIOLATION OF APPLICABLE LAWS.

You agree that you will not, under any circumstances:

- a. Engage in any act that Elementh deems in its reasonable discretion to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms of Use, our service rules, token sale rules or any other policies;
- b. Make improper use of Elementh’s Services, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel; or
- c. Use the Service, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
- d. Use exploits, automation software or any unauthorized third party software designed to modify or interfere with the Service;
- e. Use the Service in order to design or assist in the design of exploits, automation software or any other unauthorized third party software designed to modify or interfere with the Services;
- f. Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Service, Site (each a “Server”);
- g. Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Service, or other attempts to disrupt the Service; or
- h. Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Elementh, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service;
- i. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;

- j. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
- k. Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Elementh employee;
- l. Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Use;
- m. Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by Elementh;
- n. Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service, or to obtain any information from the Service using any method not expressly permitted by Elementh; or
- o. Copy, modify or distribute rights or content from any Site or Service, or Elementh's copyrights or trademarks or use any method to copy or distribute the content of the Service except as specifically allowed in these Terms of Use;
- p. Solicit or attempt to solicit personal information from other users of the Service;
- q. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Service; or
- r. Upload or transmit or attempt to upload or transmit, without Elementh's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").
- s. Publicly disseminate information about the types and methods of violations of these Terms of Use and Token Sale Agreement , as well as publicly call for violation of these Terms of Use and Token Sale Agreement.
- t. Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.
- u. register and use to access to the Services more than one account. In case if there are reasonable grounds to believe that you have registered or are using more than one account, Elementh has the right to restrict, suspend, terminate, modify or delete any and all accounts associated with you.

v. use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to purchase EEE tokens or Services or for any other purposes.

Term and Termination

The term of this Terms of Use (“Term”) shall begin when you start using this Site and/or Service and shall continue in perpetuity unless otherwise terminated by Elementh by written notice. Elementh expressly reserves the right to change, suspend or discontinue all the Service or portion thereof, at any time, and may terminate your use of the Service at any time. Without prejudice to any other rights, these Terms of Use will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of these Terms of Use, you must immediately cease using the Service including without limitation any use of Elementh’s trademarks, trade names, copyrights and other intellectual property.

WITHOUT LIMITING ANY OTHER REMEDIES, ELEMENTH MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR ELEMENTH REASONABLY SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THIS TERMS OF USE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE ACESS TO YOUR ACCOUNT AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, EEE TOKENS OR SERVICES ASSOCIATED WITH YOUR USE OF THE SERVICE, AND ELEMENTH IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Elementh reserves the right to stop offering and/or supporting the Service or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or a part thereof will be automatically terminated or suspended.

Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

UPON TERMINATION OF THIS AGREEMENT YOU WILL NO LONGER BE AUTHORIZED TO USE THE SERVICE IN ANY WAY.

Your Warranties

YOU HEREBY WARRANT THAT: (i) ALL INFORMATION PROVIDED BY YOU TO ELEMENTH IN CONNECTION WITH THIS SITE AND/OR SERVICE IS TRUE AND ACCURATE; (ii) YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THE TERMS OF USE; (iii) YOU SHALL PERFORM ALL OF YOUR OBLIGATIONS UNDER THE TERMS OF USE IN ACCORDANCE WITH APPLICABLE LAWS; AND (v) YOUR MATERIALS AND OTHER CONTENT (“USER MATERIALS”) THAT YOU MAKE AVAILABLE TO ELEMENTH OR OTHER USERS OF THE SITE AND THAT IS NOT PROVIDED BY ELEMENTH, OR SITE DO NOT (1) INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, (2) CONSTITUTE DEFAMATION, LIBEL OR OBSCENITY, (3) RESULT IN ANY CONSUMER FRAUD, PRODUCT LIABILITY, BREACH OF CONTRACT TO WHICH YOU ARE A PARTY OR CAUSE INJURY TO ANY THIRD PARTY, (4) PROMOTE VIOLENCE OR CONTAIN HATE SPEECH, (5) VIOLATE ANY APPLICABLE LAW, STATUTE, ORDINANCE, OR REGULATIONS, OR (6) CONTAIN ADULT CONTENT OR PROMOTE ILLEGAL ACTIVITIES.

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An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed upon;

A description of where the material that you claim is infringing is located on the Site;

Your address, telephone number, and e-mail address;

A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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ANY ATTEMPT BY YOU TO DAMAGE ELEMENTH SERVERS OR UNDERMINE THE LEGITIMATE OPERATION OF ELEMENTH IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE OR ASSISTANCE FOR SUCH AN

ATTACK BE PROVIDED, ELEMENTH RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You hereby agree to indemnify and hold harmless Elementh, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use, including without limitation infringement by User Materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

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Elementh may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations pursuant to these Terms of Use and/or the Elementh Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without Elementh's prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

Applicable Law and Jurisdiction

This Terms shall be governed, construed, and enforced in accordance with the law of England and Wales.

All disputes and differences arising between the Parties are to be settled by the Parties through negotiations.

In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party receiving the claim is obliged to respond in writing to it within 10 (ten) days from the date of receiving. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Riga International Commercial Arbitration Court in Riga on the basis of written documents (written procedure).

The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.