

# TERMS AND CONDITIONS OF SOLVE TOKEN UNLOCK

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**Risk Warning:** Please note that the unlock, use, sale or other transfer of SOLVE Tokens may involve a significant level of risk. Before undertaking any such transactions, you should ensure that you fully understand the risks involved and ask independent advice if necessary

Last Updated: December 10<sup>th</sup>, 2018

This TERMS AND CONDITIONS OF SOLVE TOKEN UNLOCK (the "**Terms**") is a legally binding agreement between Solve.Care Foundation OU, a company incorporated and acting under the law of Estonia, having its registered office at Narva mnt 5, Tallinn city, Harju County, 10117, Estonia (hereinafter referred to as "**Solve.Care**", "**we**", "**us**" or "**our**") and you, buyer of the SOLVE Tokens, regarding the unlocking, usage or sale of the SOLVE Tokens. Any unlock, use or sale of the SOLVE Tokens is subject to these Terms.

For the purposes of these Terms, "you", "your" and/or "buyer" shall mean the person who purchased and owns the SOLVE Tokens (and/or any person acting on your behalf), "Parties" means collectively the Buyer and Solve.Care, and a "Party" means either Solve.Care or Buyer in accordance with the context of the relevant provision of these Terms.

This document is incorporated by reference into the Solve.Care Token Sale Agreement (the "**Agreement**") and applicable to the US Buyer Addendum to the Token Sale Agreement (the "**Addendum**"), which you accepted for the purpose of purchase the Solve Tokens.

You hereby agree to the following:

## 1. GENERAL PROVISIONS

11. By unlocking, using or selling SOLVE Tokens you unconditionally accept and agree to be bound by these Terms, Privacy Policy, and Privacy Notice which are set out on the website <https://solve.care/> (the "**Website**") and all terms of which are incorporated by reference.
12. If you unlock, use or sell the SOLVE Tokens on behalf of your company, you represent that you are an authorized agent of the company and may legally bind the company, and the company hereby accepts these Terms and all terms incorporated by reference herein.
13. You are not permitted to unlock, use or sell SOLVE Tokens and you forfeit the right to the SOLVE Tokens if:
  - (i) you are not at least 18 years of age on the date of the SOLVE Token purchase;
  - (ii) you act without the consent or authorization of the person/entity who shall grant such a consent or authorization to independently enter into legally binding agreements and contracts, including the Agreement and any other document attributable hereto, as can be required by law of your country;
  - (iii) you or the person or company you represent fails to comply with the Solve.Care Anti- Money Laundering and Counter-Terrorist Financing Policy ("AML/CTF Policy") or Know-Your-Customer Standard ("KYC"), or any other regulations, policies or procedures that prohibit Solve.Care or any of its directors, agents, employees, products or services from being used for fraudulent or criminal purposes;
  - (iv) you have no right to use or sell the SOLVE Tokens under the laws of the country in which you live or under other applicable laws based upon your residence, location of business, or location of purchase of the SOLVE Tokens; or

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- (v) you fail to comply with these Terms, the Agreement or any other documents placed on the Website or incorporated by reference that may be amended or changed from time to time by Solve.Care.
- 14. If you have any questions regarding these Terms, please contact us at info@solve.care.
- 15. THIS DOCUMENT AND ANY OTHER DOCUMENT PRODUCED BY SOLVE.CARE DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN SOLVE.CARE OR ANY OF ITS AFFILIATES. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES.
- 16. YOU SHOULD ONLY UNLOCK, USE OR SELL SOLVE TOKENS IF YOU HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. YOU SHOULD HAVE FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. NEITHER SOLVE.CARE NOR ITS AFFILIATES WILL BE RESPONSIBLE FOR LOST SOLVE TOKENS, RESULTING FROM ACTIONS TAKEN BY, OR ACTIONS OMITTED BY, YOU. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU MAY NOT UNLOCK, USE OR SELL THE SOLVE TOKENS.

## 2. TERMS OF SOLVE TOKEN UNLOCK

- 21. SOLVE Tokens purchased by you are subject to a holding period of twelve (12) months (the "**Holding Period**"). At the end of the Holding Period the Buyer can unlock the Buyer's SOLVE Tokens for further use in accordance to the various laws and by complying with all the laws of the jurisdiction they are part of.
- 22. Solve.Care will update your token wallet with the ability to unlock your SOLVE Tokens as soon as possible, after the Holding Period applicable to your purchase of SOLVE Tokens has ended. Solve.Care will also send you an email to the registered email address, at the end of the Holding Period.

## 3. CANCELLATION; REFUSAL OF UNLOCK REQUESTS

- 31. Solve.Care is entitled to cancel, refuse or prohibit the unlocking, use or sale of the SOLVE Tokens if (the "**Cancellation**"):
  - (i) you are not at least 18 years of age on the date of the SOLVE Token purchase;
  - (ii) you act without the consent or authorization of the person/entity who shall grant such a consent or authorization to independently enter into legally binding agreements and contracts, including the Agreement and any other document attributable hereto, as can be required by law of your country;
  - (iii) you or the person or company you represent fails to comply with the Solve.Care Anti- Money

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Laundering and Counter-Terrorist Financing Policy ("AML/CTF Policy") or Know-Your-Customer Standard ("KYC"), or any other regulations, policies or procedures that prohibit Solve.Care or any of its directors, agents, employees, products or services from being used for fraudulent or criminal purposes;

- (iv) you have no right to use or sell the SOLVE Tokens under the laws of the country in which you live or under other applicable laws based upon your residence, location of business, or location of purchase of the SOLVE Tokens; or
  - (v) you fail to comply with these Terms, the Agreement or any other documents placed on the Website or incorporated by reference that may be amended or changed from time to time by Solve.Care.
32. Your purchase of SOLVE Tokens is final, and there are no refunds in case of Cancellation except (i) as may be required by applicable law or regulation, or (ii) as otherwise determined by us.

#### 4. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that in some jurisdiction there are risks associated with unlocking, using and selling SOLVE Tokens, including but not limited to fundraising, token value, security loss of private key(s), custodial error or purchaser error, regulations, tax, and unanticipated or unknown risks. You represent that you have carefully weighed the risks, costs and benefits of unlocking, using and selling of the SOLVE Tokens and fully assume the risk risks associated with unlocking, using and selling SOLVE Tokens.

#### 5. WARRANTIES AND DECLARATIONS

5.1. By unlocking the Solve Tokens, you hereby warrant and declare that:

- (i) you have re-read, understand and agree to the terms of the Solve.Care Token Sale Agreement. If you are the US citizen or entity you have also re-read, understand and agree to the terms of the US Buyer Addendum to the Token Sale Agreement;
- (ii) you understand and agree that SOLVE Token is not a security but a utility token, and SOLVE Tokens have not and will not be registered or filed under the securities laws or regulations of any jurisdiction;
- (iii) you understand and agree that given the rapidly changing regulatory landscape and notices provided by multiple jurisdictions and regulatory authorities regarding the potential for tokens to be viewed as securities offerings, there is a risk that the SOLVE Token may not be precluded from securities registration requirements in some jurisdictions. Some jurisdictions have indicated that token sales may qualify as sales of investment contracts, or may qualify as crowdfunding sales under pre-existing regulations, and may be regulated as such. In view of the guidance recently received from these regulatory authorities, it is likely that a growing number of jurisdictions will be closely scrutinizing token sales;
- (iv) you have purchased the SOLVE Tokens solely for your own use, benefits and purposes, for usage of the Care Wallet and on the Solve.Care platform, and not for investment, speculation, crowdfunding or any other benefits, purposes or use by third parties or on behalf of any third party, group or organization;
- (v) Solve.Care has never encouraged you to purchase its SOLVE Tokens for the purpose of investment, speculation, crowdfunding or any other benefits of third parties;

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- (vi) you agree that Solve.Care shall have the right to take appropriate legal actions against you if you misuse, misappropriate or use the SOLVE Tokens for any illegal purpose;
- (vii) as part of the procedure of unlocking, you represent that any documents and information submitted by you to Solve.Care pursuant to Solve. Care's anti-money laundering and counter-terrorist financing policies and requirements are accurate and correct and neither you nor any other party have concealed any material fact nor misrepresented any material fact in the information provided to Solve.Care;
- (viii) any information or documents submitted by you to Solve.Care does not violate any of the terms of the Solve.Care Token Sale Agreement.
- (ix) If you are a US citizen or US entity – your provision of information or documents to Solve.Care does not violate the terms of the US Buyer Addendum to the Token Sale Agreement;
- (x) you understand and agree that any information submitted to you by Solve.Care through a web chat, online chat, or group chat, either now or anytime during your engagement with Solve.Care, is not a representation or warranty by Solve.Care and is provided only for the purpose of sharing information about Solve.Care, its products, services and platform;
- (xi) your purchase of SOLVE tokens complies with the all applicable laws of your jurisdiction for any activity of resale of tokens performed by you following the unlocking of your tokens;
- (xii) you agree to follow the procedure to unlock the Tokens as outlined by the Company;
- (xiii) You agree that you will deliver to each person to whom this Token or an interest herein is transferred a notice substantially to the effect of this legend: THIS TOKEN SALE IS ONLY MADE TO AND DIRECTED AT, AND MAY ONLY BE ACTED UPON BY, PERSONS WHO ARE PERMITTED TO PARTICIPATE IN THIS TOKEN SALE UNDER APPLICABLE LAW. THIS DOCUMENT OR ANY OTHER MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR PURCHASE, OF THE TOKENS, MAY NOT BE CIRCULATED OR DISTRIBUTED, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN ANY JURISDICTION WHERE SUCH CIRCULATION OR DISTRIBUTION IS NOT PERMITTED UNDER APPLICABLE LAW;
- (xiv) you shall comply with all laws and regulations that apply to you in any place in which you purchase, offer or sell any Tokens. You shall also obtain any consents, permission or approvals that you need in order to purchase, offer or sell any Tokens under the laws and regulations in force in any jurisdiction to which you are subject or in which you make such purchases, offers or sales; and
- (xv) You agree that in case of any dispute and if anything in the present document is contrary to the Token Sale Agreement and the US Buyer Addendum then the dispute shall be interpreted first in the manner viewed by Solve.Care as most consistent with applicable law, otherwise the Token Sale Agreement shall take priority over all other documents, then the terms of US Buyer Addendum shall apply and lastly the terms of the present document shall apply. Thus, in case of any dispute the terms of the documents shall be applied in the following precedence:
  - (a) Firstly, Token Sale Agreement
  - (b) Secondly, US Buyer Addendum
  - (c) Thirdly, these Terms.

52. You hereby agree that you have re-read and re-accepted all the terms of Token Sale Agreement and if you are a US buyer, the US Buyer Addendum, and the present document, and agree to have made

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the above declarations of your own free will and consent after analyzing the various documents offered by the Company.

## 6. THIRD PARTY SERVICES AND INFORMATION

- 6.1. The Website or the Solve.Care Token or any other service in connection with the SOLVE token or Solve.Care platform or provided by Solve.Care may contain links to websites, apps, services, information and/or content of third parties. Providing or sending such links shall not mean that we approve them. We are not responsible for websites, apps, services, information and/or content placed under such links, nor for any negative consequences in this regard, and you shall waive any claim to us related to such links. By using information or content of third parties, you agree to be familiarized with any applicable agreements, terms of use, privacy policy or other documents of third parties. You bear all risks and liability arising from your use of these links, including but not limited to, browsing, viewing, access, download and any use of the third-party information, content, third-party websites, applications or services links.
- 6.2. Any information or content posted by third parties within the Website or provided in relation to the Solve.Care Token unlocking or sale, or information provided by a third party posted with the help of Solve.Care, shall be the property of third parties. Solve.Care does not provide to you or any other persons any rights or licenses for intellectual property of such third parties.

## 7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1. The Website (including the information obtained through it) and the Solve.Care Tokens are provided by under this agreement on an "AS IS" basis, without any warranty of any kind, including but not limited to, warranties with regard to legality of property rights, non- infringement upon intellectual property rights, or absence of computer viruses. We do not guarantee compliance of the Website (including information obtained through it, its accuracy, reliability or the content itself) or any holding, unlocking, use, sale or other transfer of the Solve.Care Tokens to your expectations, nor do we guarantee uninterrupted and failure-free operation, nor accuracy of information. We do not guarantee the absence of technical errors and/ or failures, nor proper operation of the Website or the Solve.Care Tokens and related software. We also do not guarantee storage or further data management, or content displayed to or provided by you. We will not assume any obligation regarding storage, maintenance or provision of any information, content or other your data except those specified in our Privacy Policy.
- 7.2. We shall neither be responsible for nor reimburse expenses or losses (direct or indirect) incurred by you due to use of the Website or the Solve.Care Tokens, or due to your use or inability to use the information and content obtained throughout.
- 7.3. You are solely responsible to third parties for your activities while using the Website or the Solve.Care Tokens.
- 7.4. We are not responsible for any information provided by you including incomplete, inaccurate, false, misleading or illegally seized information, or for any expenses, losses (direct, indirect, incidental) or

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lost profits due to malfunction of the Website or the Solve.Care Tokens or due to the use or inability to use the Website or the Solve.Care Tokens.

75. You agree to hold Solve.Care, its subsidiaries and affiliates and their founders, directors, officers, employees, partners and members harmless against any disputes and disagreements, complaints, claims (hereinafter referred to as "claims") and undertakes to reimburse such persons any loss, damage, expense (including fees and expenses for legal and/or lawyer services) that have arisen or may arise in respect of: (i) your use of the Website or the Solve.Care Tokens; (ii) violation by you of any provision of these Terms or Privacy Policy or the terms of the documents they refer to; (iii) our use of your personal data and/or content; (iv) violation by you of any law or rights of any third parties, including rights or interests of other service providers.

## 8. FINAL PROVISIONS

81. Severability. Should any provision of these Terms be considered invalid, illegal or impossible to be fulfilled in any respect and if it has no detrimental effect on the interests of the Parties, then: (a) such provisions shall not be deemed valid by the Parties and shall not be a constituent part of these Terms, and (b) all other provisions of this Agreement shall remain in full force and effect. To the extent permitted by the applicable law, the Parties shall waive the provisions of the law subject to which any provision of these Terms is invalid, illegal or impossible to be fulfilled.
82. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance) that was beyond the party's reasonable control.
83. Notifications. You agree that Solve.Care may send notifications to you in the following manner: (i) by e-mail sent to the address provided by you, or (ii) by any means, including mobile number, telephone or mail. You agree to provide your valid contact information.
84. In all other respects that are not specified in these Terms, the parties shall rely on the terms of the Agreement.

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