# REBEL Terms & Conditions

FOR PARTICIPATING IN THE REBEL COIN SALE

Last Updated: July 30, 2022

PLEASE READ THESE TERMS AND CONDITIONS FOR PARTICIPATING IN THE REBEL COIN ("RBL") SALE. NOTE THAT THE DOCUMENT CONTAINS A BINDING COURT JURISDICTION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS.

IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE OR HOLD REBEL COINS.

FURTHERMORE, THE COIN SALE "TERMS & CONDITIONS" IS HEREBY CONCLUDED BETWEEN REBEL (HEREINAFTER "REBEL", "COMPANY", "OUR", "US", "WE"), AND ANY PERSON OR ENTITY THAT FULFILLS THE CRITERIA SET OUT IN THESE T&CS AND THAT ACCEPTS THE TERMS PROVIDED HEREIN (HEREINAFTER "PARTICIPANT", "COIN HOLDER", "YOU").

PARTIES TO THE T&CS ARE HEREIN REFERRED TO INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES". THE PARTICIPANT PROVIDES PAYMENTS TO REBEL IN CONNECTION WITH THE COIN SALE ("COIN SALE") OF CRYPTOCURRENCIES EXISTENT ON THE BLOCKCHAIN THAT CAN ENABLE USAGE OF AND INTERACTIONS WITH CERTAIN SERVICES ("SERVICES") TO BE IMPLEMENTED BY REBEL ON THE WEBSITE AFTER HAVING CLOSED THE COIN SALE. THE CRYPTOCURRENCIES ARE HEREINAFTER REFERRED TO AS "REBEL COIN" OR "COIN".

BY ACCESSING OUR WEBSITE, YOU ARE AGREEING TO BE BOUND BY THIS TERMS AND CONDITIONS AND AGREE THAT YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL APPLICABLE LOCAL LAWS. YOU AGREE AND REPRESENT THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE PROVISIONS SET FORTH HEREIN AND THAT YOU ENTIRELY AGREE TO THEM. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU ARE PROHIBITED FROM USING OR ACCESSING THIS WEBSITE. YOU MUST NOT USE THIS WEBSITE IF YOU DISAGREE WITH OUR TERMS AND CONDITIONS AND OUR PRIVACY POLICY.

FOR THE AVOIDANCE OF DOUBT, THIS DOCUMENT DOES NOT REPRESENT AN OFFERING OF ANY KIND, OR ANY OTHER CONTRACTUAL FORM OF CAPITAL INVESTMENT PRODUCT, AND IS NOT A SOLICITATION FOR INVESTMENT.

WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PARTS OF THESE TERMS AT ANY TIME AND FOR ANY REASON WITHOUT YOUR CONSENT. NOTE THAT THESE TERMS ONLY GOVERN THE SALE AND PURCHASE OF REBEL COIN IN DURATION OF THE COIN SALE, AND DO NOT GOVERN THE USE OF OUR REBEL WEBSITE, ACCESSIBLE AT https://www.rebelstation.org/ ("REBEL WEBSITE"), OUR ANY OTHER OUR APPLICATIONS OR SERVICES.

REBEL 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, REBEL WHITEPAPER(S), AND OTHER DOCUMENTS PUBLISHED ON OUR WEBSITE (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 REBEL WEBSITE.

IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT <a href="mailto:support@rebelstation.org">support@rebelstation.org</a>.

#### NOTICE ON THE LEGAL NATURE OF THE REBEL COINS

NEITHER THESE TERMS, NOR ANY OTHER DOCUMENT, PRODUCED BY REBEL, DOES NOT CONSTITUTE AN OFFER, SOLICITATION OR ADVICE TO SELL OR INVEST IN SHARES OR SECURITIES, NOR SHOULD THE PURCHASE OF REBEL COINS BE SEEN AS AN INVESTMENT INTO SECURITIES BUT RATHER A PAYMENT FOR ACCESS TO THE PLATFORM, APPLICATION, AND SERVICES, TO BE PROVIDED BY REBEL.

NONE OF THE INFORMATION OR ANALYSES PRESENTED BY REBEL IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND THESE TERMS OR ANY OTHER DOCUMENT DOES NOT PROVIDE FOR ANY SPECIFIC RECOMMENDATION. THE PLATFORM, APPLICATION, SERVICES, AND WEBSITE ARE NOT INTENDED AS DO NOT OFFER, AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCTS, SERVICES OR ADVICE.

ACCORDINGLY, ANY ACQUISITION OF CRYPTOCURRENCIES FROM REBEL DOES NOT REPRESENT AN EXCHANGE OF CRYPTOCURRENCIES OR FUNDS FOR ANY FORM OF SHARES OR HOLDINGS IN REBEL OR ANY RELATED SERVICES, PRODUCTS OR ESTABLISHMENTS, AND HOLDER OF ANY CRYPTOCURRENCIES, OFFERED BY REBEL IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR ANY OTHER REVENUE RIGHTS OR VOTING RIGHTS IN THE COMPANY. HOLDERS OF REBEL COINS ARE ONLY ENTITLED TO ACCESS AND USE OF THE SOFTWARE, SERVICES AND CERTAIN OTHER RIGHTS IN RELATION TO OUR PLATFORM AND APPLICATIONS IN ACCORDANCE WITH THE TERMS SET OUT IN THE TERMS OF USE OF THE PLATFORM.

REBEL COINS ARE SOLD TO THE BUYERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOCURRENCIES, WHEREBY REBEL DOES NOT, CURRENTLY PROVIDE FOR AN EXCHANGE OF REBEL COINS FOR FIAT CURRENCY. NEITHER DOES REBEL PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE REBEL COINS.

#### PERSONS EXCLUDED FROM COIN SALE

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN:

- a. THE PEOPLE'S REPUBLIC OF CHINA ("RESTRICTED AREA")
- **b.** A COUNTRY WHERE AMERICAN EMBARGOES AND SANCTIONS ARE IN FORCE, NAMELY IRAN, NORTH KOREA, SYRIA, SUDAN, OR CUBA OR ANY OTHER GEOGRAPHIC AREA IN WHICH THE PURCHASE OF REBEL COIN IS PROHIBITED BY APPLICABLE LAW, DECREE, REGULATION, TREATY, OR ADMINISTRATIVE ACT OR ANY COUNTRY OR TERRITORY THAT HAS BEEN DESIGNATED BY THE FINANCIAL ACTION TASK FORCE AS A "NON-COOPERATIVE COUNTRY OR TERRITORY" (EACH A "**PROHIBITED AREA**")

MAY NOT PARTICIPATE IN THE COIN SALE, AND MUST LEAVE THE WEBSITE IMMEDIATELY.

REBEL 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 RESTRICTED AREAS TO USE THE

WEBSITE OR THE REBEL COINS UNDER THE SEMBLANCE OF PROVENANCE FROM ANY OTHER JURISDICTION OUTSIDE THE RESTRICTED AREAS.

REBEL COINS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OT INDIRECTLY TO AFORESAID PERSONS AND NEITHER THIS SITE NOR THESE TERMS, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO REBEL COINS, MAY BE SUPPLIED TO AFORESAID PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF REBEL COINS TO AFORESAID PERSONS DURING THE COIN SALE.

#### **DISCLAIMER**

WE DO NOT PROVIDE LEGAL OR FINANCIAL ADVICE OR RECOMMENDATIONS TO BUY OR SELL ANY SECURITY, PRODUCT, SERVICE OR INVESTMENT. THE INFORMATION PROVIDED ON THIS SITE OR IN ANY COMMUNICATION CONTAINING A LINK TO THIS SITE IS NOT INTENDED FOR DISTRIBUTION TO, OR USE BY, ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LAW OR REGULATION OR WHICH WOULD SUBJECT REBEL OR ITS AFFILIATES TO ANY REGISTRATION REQUIREMENT WITHIN SUCH JURISDICTION OR COUNTRY.

REBEL COIN IS AN INNOVATIVE DECENTRALIZED CRYPTOCURRENCY RESIDING ON ITS OWN BLOCKCHAIN. REBEL COIN WILL BE USED TO PURCHASE GOODS AND SERVICES OFF OF OUR ECOSYSTEM.

REBEL DOES NOT MAKE ANY GUARANTEE OR OTHER PROMISE AS TO ANY RESULTS THAT MAY BE OBTAINED FROM USING OUR PRODUCTS AND SERVICES. NO ONE SHOULD MAKE ANY INVESTMENT DECISION WITHOUT FIRST CONSULTING THEIR OWN FINANCIAL ADVISOR AND CONDUCTING THEIR OWN RESEARCH AND DUE DILIGENCE. GETTING INVOLVED IN CRYPTOCURRENCY AND BLOCKCHAIN PROJECTS CAN BE RISKY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTHING IN THIS DOCUMENT WILL:

- 1. LIMIT OR EXCLUDE YOUR LIABILITY OR MISINTERPRETATION OF THE INFORMATION PRESENTED ON OUR WEBSITE, IN THE WHITEPAPER(S) OR PITCH DECK (AS THE CASE MAY BE);
- 2. LIMIT ANY OF YOUR LIABILITIES IN ANY WAY THAT IS NOT PERMITTED UNDER APPLICABLE LAW.

THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET OUT IN THIS SECTION AND ELSEWHERE IN THIS DISCLAIMER:

- 1. ARE SUBJECT TO THE PRECEDING PARAGRAPH;
- 2. WILL GOVERN ALL LIABILITIES ARISING UNDER THE DISCLAIMER OR IN RELATION TO THE SUBJECT MATTER OF THIS DISCLAIMER.

BY PURCHASING REBEL COIN, AND TO THE EXTENT PERMITTED BY LAW, YOU ARE AGREEING NOT TO HOLD ANY OF REBEL AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE SALE OF REBEL COIN, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH BELOW.

PRIOR TO PURCHASING REBEL COIN, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE

LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE REBEL COIN.

PURCHASES OF REBEL COIN SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOCURRENCIES, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYTOCURRENCIES, WHILE REBEL WILL BE AVAILABLE TO ASSIST PURCHASERS OF REBEL COIN DURING THE SALE, IT WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF ANY FUNDS OR CRYPTO ASSETS, INCLUDING REBEL COIN, THAT RESULT FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE REBEL COIN OR PARTICIPATE IN THE SALE OF REBEL COIN. YOUR PARTICIPATION IN REBEL COIN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

# 1. Rebel Coin Sale and Service Description

The Rebel Coin Sale represents a voluntary contribution towards the implementation of crypto services in the ecosystem. These Services, the Coin Sale and the usage of Rebel coin are described in the Whitepaper(s) (or as stated on the website). For the redemption of Rebel coin for Services as well as for the usage of these Terms & Conditions (or "T&C") apply (as stated on the website and after availability of the Services in the relevant locations in the ecosystem). The website and the Whitepaper(s) (jointly referred to as the Project Documentation) and any other present or future document (including all the Schedules hereto) are herein altogether referred to as the "Accompanying Documents".

The Rebel coin does not grant equity stake nor profit sharing. It does not represent an ownership right or direct claim in the Rebel coin Ecosystem, revenues, profits or intellectual property, either present or future. Despite Rebel team's best efforts and diligence to bring this project forward, all Participants should be aware that their contributions are not refundable and accept the inherent risk (as outlined below) of project failure at any stage of development. This implicit risk is associated with any and all uncertainty of backing technologically-focused entrepreneurial projects, and can be affected by either internal or external factors that are out of the control scope of Rebel. Additionally, Participants may be subject to any applicable compliance regulations (including KYC, AML and others where applicable).

Rebel coin can be used in the Ecosystem with a corresponding utility value and will not provide any redemption rights. We believe that Rebel coin does not qualify as a security or any other form of capital investment product and do not provide a Participant equity share in the legal structure of Rebel.

Rebel coin can only be used for transactions within the Rebel coin Ecosystem and will not be accepted by any third party. Hence, Rebel coin does not represent any unit of account or virtual currency.

The platform offers Rebel coin as a method of payment. Rebel coin may require a minimum or maximum amount for individual payment methods to manage payment costs and risks.

You understand and accept that the Ecosystem is currently in a 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 deployment of the Ecosystem You understand and accept that an upgrade of Ecosystem, each Platform or Rebel coin may be required and that if you decide not to participate in such upgrade, you may no longer use the Ecosystem or Platform and that non-upgraded Rebel coin may lose their functionality in full.

# 2. Scope of Terms

Unless otherwise stated herein, these terms only govern your purchase of Rebel coin from Token.RebelStation.org during the coin sale period, as defined on the website.

Any use of Rebel coin in connection with providing or receiving Services on the Ecosystem may be governed by other applicable terms and conditions and policies.

# 3. Participation requirements

If you want to buy Rebel coin with cryptocurrencies, you can send your Coin units from any major cryptocurrency wallet, or you can buy with FIAT, following the instructions on the platform.

During the sale process you will be prompted to insert a new address of a Rebel coin standard compatible wallet, as provided on the website, in order to receive any Coins, you purchase from us. We reserve the right to prescribe additional guidance regarding specific wallet requirements. Please follow the website details carefully.

You are responsible for implementing reasonable measures for securing your wallet, vault, or other storage mechanism you use to receive and hold Rebel coin purchased from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Coins. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws (e.g. KYC/AML) or regulations in connection with selling Rebel coin to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell Rebel coin to you until you provide such requested information and we have determined that it is permissible to sell you Rebel coin under applicable laws or regulations.

# 4. KYC Policy and Registration

In order to participate in the Coin Sale, you are required to pass the Know Your Customer ("KYC") process in accordance with the applicable laws to participate in the whitelisting process. KYC process will be completed by following the link: https://token.rebelstation.org/kyc-application or individualized link provided by the Company. By following such hyperlink and providing us with your Personal Information, as defined below you confirm that all information and data provided is true and accurate and that you agree to our Privacy Policy accessible at the Website.

Personal Information: You are required to provide your personal name and last name, full address (including postal code, city, and country), citizenship, mobile phone number, date of birth, email address, copy of your personal identification document (passport, national ID card or driver's license), selfie with personal identification document.

Should you purchase Rebel coin on behalf of a legal entity you represent, you will be required to provide us with the following information: Legal entity's name, registered office, business address, registration number, name of the representative, country of registration, tax ID number, e-mail address, excerpt from the business register which is not more than three months old. The legal entity's representative(s) and beneficial owner(s) will need to be physically present and identify himself to us and provide his personal information listed in the previous paragraph.

Upon our request (for avoidance of any doubt, before, during or after the Coin Sale), you will immediately provide to us any additional information and documents that we, in its sole discretion, deem necessary or appropriate to comply with any laws, regulations, rules or agreements, including without

limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards, or sworn statements. You consent that you will disclose such information and documents to us in order to comply with applicable laws, regulations, rules or agreements. You acknowledge that we may refuse to distribute Rebel coins to you until such requested information is provided.

In case of any doubts whether the information provided is true and correct or whether you are eligible to participate in the Coin Sale pursuant to these Terms, any additional information or documentation as necessary for ensuring full compliance with the KYC/AML legislation may also be required at any later time. For collecting such information and its further processing, the terms of our Privacy Policy shall apply.

Notwithstanding any other provision of these Terms, we reserve the right to exclude any person from the Coin Sale due to KYC/AML concerns or due to any other grounded reasons (e.g. if it is subsequently established that the information provided during the course of the Coin Sale was not correct or that the person does not meet the eligibility criteria as outlined in these Terms). In that case, any funds contributed during the coin Sale would be refunded (provided that this would be technically possible and that no KYC/AML restrictions would apply for such reimbursement, and, with the deduction of necessary expenses). We further reserve the right to take any other steps or actions for ensuring full compliance with any applicable KYC/AML legislation.

# 5. Cancellation: Refusal of Purchase Requests / Refunds

All purchases of Rebel coin from us during the Private Sale, Pre-Sale and Main Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel Rebel coin purchase requests at any time in our sole discretion.

Rebel may pause the Rebel coin sale during the Private Sale, Pre-Sale or Main Sale periods in our sole discretion. Reasons for such a pause among others can be: material increase in Bitcoin or Rebel coin blockchain price volatility (e.g. Bitcoin price crash), news that might impact the price volatility, suspicion of systematic fraud when purchasing Rebel coin, or significant higher load of IT systems than expected.

# **6. Possible Migration of Coins**

Rebel coin is being created as a Rebel coin blockchain compatible cryptocurrency on the Rebel ecosystem. We reserve the right to migrate Rebel coin (the "Pre-existing Coins") to another protocol and to generate replacement Coins on the new protocol (the "Replacement Coins") in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of our Ecosystem.

Should we decide to migrate the Coins, we may no longer provide support for the Pre- existing Coins relating to the Ecosystem, the Services, or any other operational matters, except with respect to the migration process. Although Rebel coin does not at this time anticipate that it will require any Pre-existing Coin holders to convert their Pre-existing Coins to Replacement Coins, Rebel anticipates there will be significant incentives for Pre-existing Coin owners to do so, since the practical utility of Pre-existing Coins will likely diminish rapidly once the Replacement Coins are created and in use by a significant portion of Ecosystem participants. Accordingly, by accepting these T&Cs you acknowledge and agree that in order for you to continue to participate on the Ecosystem or obtain utility from the Coins you may need to convert the Coins you purchase during the Coin Sale to Replacement Coins in the future.

# 7. Taxation

Any amounts that you pay for Rebel coin are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Rebel coin, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Rebel coin. However, in case we are obliged to withhold tax, this will be shown separately in our invoice.

# 8. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing, owning, and using Rebel coin for the provision or receipt of Services on the Ecosystem, as disclosed and explained. BY PURCHASING REBEL COIN, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

# 9. Limitation of Liability

To the fullest extent permitted by applicable law (i) in no event will Rebel or any parties of Rebel be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of Rebel coin or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable), and (ii) in no event will the aggregate liability of Rebel and parties of Rebel (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to use Rebel coin, exceed the amount you pay to us for Rebel coin.

The limitations set forth in these terms, in particular, in the previous paragraph will not limit or exclude the liability for the gross negligence, fraud or intentional, willful or reckless misconduct of Rebel or its representatives, nor the liability for damage from breaches of fundamental contractual obligation, injury to life, body or health by intention or negligence of Rebel or its representatives.

## 10. Disclaimers and waivers IMPORTANT NOTICE

The Rebel coin are not intended to constitute securities, financial instruments or any other form of capital investment product in any jurisdiction. These T&Cs and any Accompanying Documents do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or any other form of capital investment product or a solicitation for investment in securities or any other form of capital investment product in any jurisdiction.

These T&Cs and any Accompanying Documents do not constitute or form part of any opinion on any advice to sell, or any solicitation of any offer by the seller of the Rebel coin to purchase any Rebel coin nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or investment decision.

No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of the Rebel coin and no cryptocurrency or other form of Rebel coin is to be accepted on the basis of these T&Cs.

In the event of any inconsistencies between these T&Cs and the Whitepaper(s) or any other Accompanying Documents, the WhitepapWhitepaper shall prevail.

No regulatory authority has examined or approved of any of the information set out in these T&Cs. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and any Accompanying Documents do not imply that the applicable laws, regulatory requirements or rules have been complied with.

There are risks and uncertainties associated with Rebel and its respective businesses and operations, the Rebel coin, the Coin Sale and the Services (each as referred to in these T&Cs and any Accompanying Documents). These T&Cs and any Accompanying Documents, any part thereof and any copy thereof must not be taken or transmitted to any country where distribution or dissemination of these T&Cs and any Accompanying Documents is prohibited or restricted.

## 10.1. No representations and warranties by Rebel

Rebel does not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in these T&Cs and any Accompanying Documents.

#### **10.2.** Cautionary note on forward-looking statements

All statements contained in these T&Cs and any Accompanying Documents, statements made in press releases or in any place accessible by the public and oral statements that may be made by Rebel coin or their respective directors, executive officers or employees acting on behalf of Rebel coin (as the case may be), that are not statements of historical fact, constitute "forward-looking statements". Some of these statements can be identified by forward-looking terms such as "aim", "target", "anticipate", "believe", "could", "estimate", "expect", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "would", "will" or other similar terms.

However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding Rebel coin's financial position, business strategies, plans and prospects and the future prospects of the industry which Rebel is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to Rebel's revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in these T&Cs and any Accompanying Documents regarding Rebel coin are matters that are not historical facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of Rebel coin to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

- (a) changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which Rebel or Rebel coin conducts its businesses and operations;
- (b) the risk that Rebel may be unable or execute or implement its business strategies and future plans;
- (c) changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- (d) changes in the anticipated growth strategies and expected internal growth of Rebel or Rebel coin;
- (e) changes in the availability and fees of Rebel coin in connection with their respective businesses and operations;
- (f) changes in the availability and salaries of employees who are required by Rebel

- coin to operate its businesses and operations;
- (g) changes in preferences of customers of Rebel coin;
- (h) changes in competitive conditions under which Rebel coin operate, and the ability of Rebel coin to compete under such conditions;
- (i) changes in the future capital needs of Rebel coin and the availability of financing and capital to fund such needs;
- (j) war or acts of international or domestic terrorism;
- (k) occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of Rebel coin;
- (l) other factors beyond the control of Rebel coin; and
- (m) any risk and uncertainties associated with Rebel coin and its businesses and operations, the Rebel coin and the Coin Sale (each as referred to in the T&Cs and any Accompanying Documents).

All forward-looking statements made by or attributable to Rebel coin or persons acting on behalf of Rebel coin are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of Rebel coin to be materially different from that expected, expressed or implied by the forward-looking statements in these T&Cs and any Accompanying Documents, undue reliance must not be placed on these statements. These forward-looking statements are applicable only as of the date of the Whitepaper(s).

Neither Rebel nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of Rebel coin will be as discussed in those forward- looking statements. The actual results, performance or achievements of Rebel coin may differ materially from those anticipated in these forward-looking statements. Nothing contained in these T&Cs and any Accompanying Documents is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of Rebel coin. Further, Rebel disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

## 10.3. Market and industry information and no consent of other persons

These T&Cs and any Accompanying Documents includes market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information.

Save for Rebel and its respective directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in this Whitepaper(s) and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates on the same.

While Rebel has taken reasonable actions to ensure that the information is extracted accurately and in its proper context, Rebel has not conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein.

Consequently, neither Rebel nor its respective directors, executive officers and employees acting on their behalf makes any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

# 10.4. Terms used

To facilitate a better understanding of the Rebel coin being offered for purchase by Rebel, and the businesses and operations of Rebel, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in these T&Cs and any Accompanying Documents. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage. Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations.

#### 10.5. No advice

No information in these T&Cs and any Accompanying Documents should be considered to be business, legal, financial or tax advice regarding the Rebel coin, Rebel Coin Sale or Offering and the future Rebel ecosystem (each as referred to in the T&Cs and any Accompanying Documents). You should consult your own legal, financial, tax or other professional adviser regarding Rebel coin and its respective businesses and operations. You should be aware that you may be required to bear the financial risk of any purchase of Rebel coin for an indefinite period of time.

## 10.6. No further information or update

No person has been or is authorized to give any information or representation not contained in these T&Cs and any Accompanying Documents in connection with Rebel and its respective businesses and operations, the Rebel coin as well as the Coin Sale and, if given, such information or representation must not be relied upon as having been authorized by or on behalf of Rebel coin. The Coin Sale shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of Rebel, Rebel coin or in any statement of fact or information contained in these T&Cs and any Accompanying Documents since the date hereof.

## 10.7. Restrictions on distribution and dissemination

The distribution or dissemination of these T&Cs and any Accompanying Documents or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of these T&Cs and any Accompanying Documents or such part thereof (as the case may be) at your own expense and without liability to Rebel. Persons to whom a copy of these T&Cs and any Accompanying Documents has been distributed or disseminated, provided access to or who otherwise have the T&Cs and any Accompanying Documents in their possession shall not circulate it to any other persons, reproduce or other-wise distribute these T&Cs and any Accompanying Documents or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

#### 10.8. No offer of securities or registration

These T&Cs and any Accompanying Documents do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or any other form of investment product or a solicitation for investment in securities or any other form of investment product in any jurisdiction.

No person is bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of these T&Cs and any Accompanying Documents.

No regulatory authority has examined or approved of any of the information set out in these T&Cs and any Accompanying Documents. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and any Accompanying Documents does not imply that the applicable laws, regulatory requirements or rules have been complied with.

#### 10.9. Risks and uncertainties

Prospective purchasers of Rebel coin should carefully consider and evaluate all risks and uncertainties associated with Rebel coin and its respective businesses and operations, the Rebel coin and the ITS, all information set out in these T&Cs and any Accompanying Documents and the T&Cs prior to any purchase of Rebel coin. If any of such risks and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of Rebel coin could be materially and adversely affected. In such cases, you may lose all or part of the value of the Rebel coin.

# 11. Dispute Resolution and Arbitration

# 11.1. Binding Arbitration

All disputes arising in connection with this contract or its validity shall be finally settled in accordance with the UK Arbitration Rules, without recourse to the ordinary courts of law.

## 11.2. No Class or Representative Arbitrations

Any Dispute arising out of or related to these T&Cs is personal to you and Rebel coin and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

#### 11.3. Notice: Informal Dispute Resolution

Each Party will notify the other Party in writing of any arbitrable Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Rebel shall be sent by e-mail. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Rebel cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party or the Parties do not observe the notification period, then either you or Rebel may, as appropriate and in accordance with this section, commence an arbitration proceeding.

# 12. Changes to the Terms & Conditions

We may modify, change, supplement or update these T&Cs and any Accompanying Documents in our sole discretion at any time without advance notice. We suggest that you visit the Website regularly and subscribe to our newsletter to keep up to date with any changes. Your continued use of the website or the Rebel coin will confirm your acceptance of these T&Cs and Accompanying Documents as modified, changed, supplemented or updated by us. If you do not agree to such revised T&Cs you must stop using this Website and any information, links or content contained on this website and cease participating in the ITS.

# 13. Final provisions

## 13.1. Governing Law

These Terms are being governed by, construed and enforced in accordance with the laws of the Republic of Ireland.

# 13.2. Severability

If any term, clause or provision of these T&Cs is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these T&Cs and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs. In the case of a clause not being valid or in the case that a regulation has not been included therein, this gap shall be replaced by a valid clause that the Parties would have been agreed upon if they would have known the gap.

## 13.3. No waiver

The failure of Rebel to enforce any of the provisions of these T&Cs or any Accompanying Document or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these T&Cs.

# Schedule A: Risk Disclosure

# Risk of Losing Access. Loss of Private Key(s), Custodial Error or personal Error

A private key, or a combination of private keys, is necessary to control and dispose of Rebel coin stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Rebel coin will result in loss of such Rebel coin. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Rebel coin.

Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Rebel coin, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Rebel coin. Additionally, your failure to precisely follow the procedures set forth for buying and receiving Rebel coin, including, for instance, if you provide an incorrect Rebel Coin Receipt Address, or provide an address that is not Rebel coin compatible, may result in the loss of your Rebel coin.

# **Risks Relating to Rebel Blockchain Protocol**

Because Coins and the Ecosystem are partially based on the Rebel blockchain protocol, any malfunction, breakdown or abandonment of the Rebel blockchain protocol may have a material adverse effect on the Ecosystem or Rebel coin. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Rebel coin and the Ecosystem, including the utility of the Rebel coin for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Rebel blockchain protocol.

# **Risks of Mining Attacks**

As with other decentralized cryptocurrencies based on the Rebel blockchain, the Coins are susceptible to attacks by miners in the course of validating Coin transactions on the Rebel blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Ecosystem and the Coins, including, but not limited to, accurate execution and recording of transactions involving Coins.

# **Risks of Hacking. Security Issues**

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the Coins in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, smurfing and spoofing. Furthermore, because the Ecosystem is based on open-source software, there is a risk that a third party or a member of the Rebel coin team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and the Coins, including the utility of the Coins for obtaining Services.

## **Risks of Theft**

Rebel coin will make every effort to ensure that the cryptocurrency funds received from the Coin Sale will be securely held in the Escrow Wallet. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyberattacks, distributed denials of service or errors, vulnerabilities or defects on the Website, in the coding on which the Wallet and the Coin Sale rely, on the Rebel blockchain or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the Coin Sale is completed, Rebel coin may not be able to receive

the cryptocurrencies raised and may not be able to utilize such funds for the development of the Ecosystem. As such, distributed Rebel coin may hold little worth or value, and this would impact its trading price.

#### **Risks Associated with Markets for Coins**

The Coins are intended to be used solely within the Ecosystem and Rebel coin will not support or otherwise facilitate any secondary trading or external valuation of Coins. This restricts the contemplated avenues for using Coins to the provision or receipt of Services, and could therefore create illiquidity risk with respect to any Coins you own. Even if secondary trading of Coins is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Coins (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

#### Risks of Future Sales. Issuance of Coin

Future sales or issuance of Rebel coin could materially and adversely affect the market price of Rebel coin. Any future sale or issuance of Rebel coin would increase the supply of Rebel coin in the market and this may result in a downward price pressure on Rebel coin. The sale or distribution of a significant number of Rebel coin outside of the Coin Sale (including but not limited to the sales of Rebel coin undertaken after the Coin Sale, issuance of Rebel coin to persons other than Participants for purposes of community initiatives, business development, education and market expansion and issuance of Rebel coin as a reward to users of the Ecosystem), or the perception that such further sales or issuance may occur, could adversely affect the trading price of the Coins.

## **Risks of Uninsured Losses**

Unlike bank accounts or accounts at some other financial institutions, Coins are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or any private insurance arranged by Rebel coin, to offer recourse to you.

## Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Coins and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Ecosystem and the Coins. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Ecosystem and the Coins. Regulatory actions could negatively impact the Ecosystem and the Coins in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Coins constitutes unlawful activity or that the Coins are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. Rebel coin may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

## **Risks Arising from Taxation**

The tax characterization of Coins is uncertain. You must seek your own tax advice in connection with purchasing Coins, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

### **Risks of Competing Ecosystems**

It is possible that alternative Ecosystems could be established that utilize similar protocols underlying the Ecosystem and attempt to facilitate services that are materially similar to the Services. The Ecosystem may compete with these alternatives, which could negatively impact the Ecosystem and Coins, including the utility of the Coins for obtaining Services.

## **Risks of Insufficient Interest in the Ecosystem**

It is possible that the Ecosystem will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed Ecosystems (such as the Ecosystem) more generally. Such a lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the Coins, including the utility of the Coins for obtaining Services.

## Risks Associated with the Development and Maintenance of the Ecosystem

The Ecosystem is still under development and may undergo significant changes over time. Although we intend for the Coins and Ecosystem to function as described in the Whitepaper and intend to take commercially reasonable steps toward those ends, we may have to make changes to any timelines announced in the Whitepaper, on the Website or any other official channel of Rebel coin, or the specifications of the Coins or Ecosystem for any number of legitimate reasons. This could create the risk that the Coins or Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase.

# Risk of Dissolution of Rebel coin or the Ecosystem

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of BTC, ETH, (or other cryptocurrencies and fiat currencies), decrease in the Coins' utility (including their utility for obtaining Services), the failure of commercial relationships, intellectual property ownership challenges, insolvency, or the liquidation of Rebel coin, the Ecosystem may no longer be viable to operate. The Participants may lose parts or all of their Rebel coin purchasing price.

### **Risks Arising from Lack of Governance Rights**

Because Coins confer no governance rights of any kind with respect to the Ecosystem or Rebel coin, all decisions involving Rebel coin's products or services within the Ecosystem or Rebel itself will be made by Rebel at its sole discretion, including, but not limited to, decisions to discontinue its products or services, to create and sell more Coins for use on the Ecosystem, or to sell or liquidate Rebel coin. These decisions could adversely affect the Ecosystem and the utility of any Coins you own, including their utility for obtaining Services.

## **Risks Relating to the Business Partners**

Especially at the start, Rebel relies on business partners to provide certain Services, especially for Services that require licenses as financial service institutions. While we have legally-binding agreements with business partners and are already in talks with further potential partners, we cannot guarantee that business partners won't terminate their cooperation for whatever reason or that we can close new agreements with potential partners. The provision of certain Services might therefore be interrupted, delayed or cannot be offered at all.

#### Risks Associated with Markets for Rebel coin

The Rebel coin is intended to be used solely on the Ecosystem, and Rebel coin will not support or

otherwise facilitate any secondary trading or external valuation of Rebel coin. This restricts the contemplated avenues for using Rebel coin to obtain Services or access the Ecosystem, and could therefore create illiquidity risk with respect to Rebel coin you hold. Even if secondary trading of Rebel coin is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to Rebel coin (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

#### **Risks of Data Centre Facilities of Third Parties**

Rebel coin's infrastructure is established through servers that it rents at data center facilities of third parties. If Rebel is unable to renew its data facility lease under commercially reasonable terms or at all, Rebel may be required to transfer its servers to a new data center facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third-party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorized access to the data in such servers. As techniques used to obtain unauthorized access to, or to sabotage systems change frequently and generally are not recognized until launched against a target, Rebel coin and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures. Any such security breaches or damages which occur which impact upon Rebel coin's infrastructure network and/or the Ecosystem may adversely impact the price of Rebel coin.

#### **Risks of Economic Conditions**

Rebel coin has been and could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on Rebel and Rebel coin's business, operations and financial condition, including decreases in revenue and operating cash flows. Additionally, in a down-cycle economic environment, Rebel coin may experience the negative effects of increased competitive pricing pressure and a slowdown in commerce and usage of the Ecosystem. Suppliers on which Rebel coin relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on Rebel coin's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant adverse impact on Rebel's business, financial condition and results of operations and hence the Ecosystem, which would correspondingly impact the trading price of Rebel coin.

# **Unanticipated Risks**

Cryptocurrencies such as Rebel coin are a new and untested technology. In addition to the risks included in this Risk Disclosure. there are other risks associated with your purchase, possession, and use of the Coins, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Risk Disclosure.

# Schedule B: Your Representations and Warranties

By making a contribution and accepting these Terms, you hereby represent and warrant that:

- **1.** you have read and understood these Terms (including all the Schedules hereto);
- **2.** you have the necessary authority and consent to accept these Terms, to enter into a binding agreement with the Company and to perform the obligations set out herein;
- 3. the acceptance of these Terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;
- **4.** you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptocurrencies, cryptographic tokens, coin storage facilities (including digital coin wallets), blockchain technology and blockchain-based software systems;
- **5.** you have obtained sufficient information about the potential future use and functionality of Rebel coins to make an informed decision to participate in the Coin Sale under these Terms;
- **6.** you understand that Rebel coins confer only a limited potential future right or expectation to use and interact with the Rebel Ecosystem (yet to be fully developed and necessary regulatory approvals yet to be obtained for it) and that Rebel coins confer no other rights of any kind with respect to the Company and/ alternatively, the Rebel Ecosystem, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
- 7. if you are an individual (i.e. a natural person), are of legal age to form a binding contract (at least 18 years old in most jurisdictions); you have sufficient legal capacity according to your residency country laws to accept these Terms and to enter into a binding agreement with the Company on the terms set out herein;
- **8.** if you are making a contribution to the purchase of Rebel coins as a corporate entity including, without limitation, any company or partnership (or another type of legal entity that is not a natural person), such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
- **9.** if you are making a contribution for the purchase of Rebel coins for or on behalf of an entity or person, you are authorized to accept these Terms and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these Terms to "Contributor", "your" or "you" will be a reference to the entity or person on whose behalf you are authorized to make a contribution);
- 10. you are contributing to the purchase of Rebel coins to support the development, testing, deployment and operation of the Rebel Ecosystem and to potentially use and interact with the Rebel Ecosystem at a future point in time. You are not making any payment or contribution under these Terms for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

- **11.** any payment to be made by you for the purchase of Rebel coin is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
- **12.** you will not use Rebel coin to finance, engage in, or otherwise support any unlawful activities;
- **13.** you will use Rebel coin as intended on the Rebel Ecosystem;
- **14.** in the case of a payment made in other acceptable cryptocurrencies, the purchase price will be transferred to the Company from the cryptocurrency respective Wallet and/or address, that:
  - (i) is registered in your name and under your sole control or registered in the name and under the sole control of a person who is duly authorized by you to send a contribution on your behalf to the Company; and
  - (ii) is not located in or that is not registered in the name of a person located in or resident of the Restricted Areas or any of the Prohibited Area.
- **15.** making a payment and receiving Rebel coin under these Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution will be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
- **16.** you are not a citizen of or resident or domiciled in a Prohibited Area or making a contribution for the purchase of Rebel coin from a location in a Prohibited Area, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of a Prohibited Area, nor are you making a contribution for the purchase of Rebel coin for or on behalf of any such person or entity;
- **17.** you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;
- **18.** you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of Rebel coin;
- **19.** you will provide us with details of a Rebel Coin Wallet for the transfer of the coins purchased;
- **20.** you engage or expect to engage in a meaningful number of cryptocurrency or other transactions, such as e-commerce businesses, involving coin exchanges or traditional financial institutions, and you understand and accept the risks of participating in coin sales relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms:
- **21.** you understand that Rebel coins are solely rights to access and use services and products on the Rebel Ecosystem, and do not have any attribute that provides the holder with equity, creditor or similar rights. Rebel coin should not be considered investments of any type, including but not limited to, any form of currency or security, and the Contributor should not expect profits of any type from acquiring Rebel coin nor acquire Rebel coin for any type of investment purposes;
- **22.** you acknowledge you fully understand the contents of the Project Documentation provided by Rebel and are participating in the Coin Sale with the intention of fully accepting the risk of the failure of the Rebel Ecosystem;

- **23.** you have carefully reviewed the code of the Rebel blockchain and fully understand and accept the functions as further described in the Project Documentation;
- **24.** you are making a contribution primarily to support the development, testing, deployment and operation of Rebel Ecosystem, being aware of the risks associated with it (as further described in Section 10 of or any other provision of these Terms), and are not contributing to the Company for any speculative, investment or other financial purposes;
- **25.** you will waive the right to participate in a class action lawsuit or a class-wide arbitration against Rebel, its founders and team members or any entity or individual involved in Rebel project;
- **26.** you understand that you do not have any right against Rebel, its founders and team members or any other party to request any refund of your contribution provided during the Coin Sale;
- **27.** you understand that you bear the sole responsibility to determine if your contribution and obtainment of Rebel coin, use of Rebel coin and the potential appreciation or depreciation in the value of Rebel coin over time, the sale and purchase of Rebel coin and/or any other action or transaction related to Rebel coin, Rebel, Rebel Platform or the Rebel Ecosystem have tax implications for you;
- **28.** you are not a citizen of or resident or domiciled or green card holder in the Restricted Areas or any of the Prohibited Area or making a contribution for the purchase of Rebel coin from a location in Restricted Areas or any of the Prohibited Area, nor are you an entity (including but not limited to any company or partnership) incorporated, established or registered in or under the laws of Restricted Areas or any of the Prohibited Area, nor are you making a contribution for the purchase of Rebel coin for or on behalf of any such person or entity; and
- **29.** all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession of these Terms.
- **30.** YOU HEREBY CERTIFY THAT YOU ARE NOT (I) A CITIZEN OR RESIDENT OF A GEOGRAPHIC AREA IN WHICH PURCHASE, HOLDING OR USE OF REBEL OR SIMILAR COINS OR TOKENS IS PROHIBITED BY APPLICABLE LAW, DECREE, REGULATION, TREATY, OR ADMINISTRATIVE ACT. YOU HEREBY REPRESENT AND AGREE THAT IF YOUR COUNTRY OF RESIDENCE OR OTHER CIRCUMSTANCES CHANGE SUCH THAT THE ABOVE REPRESENTATIONS ARE NO LONGER ACCURATE, YOU WILL IMMEDIATELY NOTIFY COMPANY AND CEASE USING REBEL COIN, ANY REBEL PLATFORMS OR REBEL ECOSYSTEM.

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

- (a) NOT an individual who is a resident of the Restricted Areas or any of the Prohibited Area;
- (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 or any of the Prohibited Area;
- (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 or any of the Prohibited Area;
- (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 or any of the Prohibited Area; and
- (g) NOT an agent or 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 BUYER(S)' DECISION TO SUBSCRIBE TO REBEL COINS WAS:

- (a) NOT based, at least in part, on information received or communications exchanged while the Buyer, or the person providing the information or with whom the communication was exchanged, was within the jurisdiction of any of the Restricted Areas or any of the Prohibited Area;
- (b) NOT made from within the jurisdiction of any of the Restricted Areas or any of the Prohibited Area; and
- (c) NOT communicated to Rebel from a source within the jurisdiction of any of the Restricted Areas or any of the Prohibited Area.

#### THE BUYER(S)' PURCHASE OF REBEL COINS WAS:

- (a) made on his/her own account as principal;
- (b) NOT made in anticipation of further distribution of the Rebel coins to others; and
- (c) NOT preceded and will not be followed after the end of the Coin Sale, by any effort to create or condition a market for the Rebel coins in the Restricted Areas or any of the Prohibited Area.

I, as the Buyer, have read and understood the above representations as well as the Terms.