

TERMS AND CONDITIONS

These Terms and Conditions are effective as of September 7th, 2018.

PLEASE, READ THESE TERMS AND CONDITIONS (“Terms”) CAREFULLY BEFORE ACQUIRING GEMERA TOKENS (“Gemeras”) OR USING THE SERVICES DESCRIBED HEREIN.

BY UTILIZING THE WEBSITE LOCATED AT www.gemera.io (“Website”), SERVICES AND PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM.

These Terms constitute a legally binding contract between Gemera Ltd., incorporated as international business company (“Company”) and a User acquiring Gemeras.

Company’s registered office is located at VG1110, British Virgin Islands (BVI). Company’s constitution is defined in its Memorandum and Articles of Association and its objects, as set out in Company’s Memorandum of Association are unrestricted. Company is generally subject to the laws of British Virgin Islands (BVI).

COMPANY IS NOT A FINANCIAL INSTITUTION AND DOES NOT PROVIDE INVESTMENT SERVICES AND/OR FINANCIAL ADVICE, INCLUDING INVESTMENT ADVICE OR ANY OTHER LICENSED FINANCIAL SERVICES.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ACQUIRE GEMERAS.

COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON AND SUCH CHANGES SHALL BE

EFFECTIVE IMMEDIATELY. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES.

BUYER ACCEPTS THIS AGREEMENT WITH ALL OTHER NECESSARY AGREEMENTS AND DOCUMENTS, SUCH AS: PURCHASE AGREEMENT (APPENDIX A), RISK STATEMENT (APPENDIX B) , PRIVACY AND COOKIES POLICY (APPENDIX C), GEMERA WHITE PAPER (<https://src.gemera.io/src/GemeraWhitePaper.pdf>), WHICH MAKE A UNIFIED SYSTEM WITH THIS AGREEMENT. ANY TERMS AND POLICIES WILL BE AVAILABLE AT WWW.GEMERA.IO. COMPANY MAY ADD ANY TERMS OR POLICIES IN ITS SOLE DISCRETION, AND MAY UPDATE EACH OF THE PLATFORM TERMS AND POLICIES FROM TIME TO TIME ACCORDING TO MODIFICATION PROCEDURES. TO THE EXTENT OF ANY CONFLICT WITH THIS AGREEMENT, TERMS AND POLICIES SHALL CONTROL WITH RESPECT TO ANY ISSUES RELATING TO THE USE OF GEMERAS IN CONNECTION WITH THE PROJECT.

YOU ACKNOWLEDGE THAT BY ACCESSING WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS. IN PARTICULAR, COMPANY IS LIKELY TO CHANGE THESE TERMS PERIODICALLY.

THESE TERMS ARE MOSTLY FOCUSED ON THE TGE OF GEMERA TOKENS. THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY COMPANY, DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN COMPANY OR THE PRODUCTS OFFERED THERETO.

NONE OF THE INFORMATION OR ANALYSES PRESENTED IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT OR FINANCIAL DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND COMPANY'S SERVICES AND THE WEBSITE DO NOT OFFER AND SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCT, BUT AS SOFTWARE.

THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE

CONSTRUED IN THAT WAY. 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.

ACQUISITION OF GEMERAS DOES NOT PRESENT AN EXCHANGE OF CRYPTOCURRENCIES FOR ANY FORM OF ORDINARY SHARES OR SECURITIES ISSUED BY COMPANY.

THESE TERMS HAVE NOT BEEN AND WILL NOT BE SUBMITTED TO, REGISTERED WITH, REVIEWED OR VERIFIED BY ANY REGULATORY AUTHORITY IN ANY JURISDICTION.

HOLDERS OF GEMERAS ARE ONLY ENTITLED TO THE CERTAIN OTHER RIGHTS WITHIN THE SOFTWARE PLATFORM IN ACCORDANCE WITH THE TERMS SET OUT HEREIN.

COMPANY DOES NOT PROVIDE IN ANY WAY A DIRECT EXCHANGE OF GEMERA TOKENS FOR FIAT CURRENCY.

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA OR SINGAPORE AND ANY OF ITS LANDS, SHALL NOT USE THE WEBSITE OR ACQUIRE GEMERA TOKENS.

COMPANY 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 AND RISK DISCLAIMER; OR

- (ii) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION; OR
- (iii) ANY ACTION RESULTING THEREFROM; OR
- (iv) USAGE OR ACQUISITION OF GEMERA TOKENS, AVAILABLE THROUGH THE WEBSITE.

Company reserves the right to terminate your access to the Website for any reason, including but not limited to breaches of these Terms, on its sole and absolute discretion.

THE ACQUIRING OF GEMERAS AND/OR USE OF WEBSITE CONSTITUTES A VIOLATION OF THESE TERMS WHERE PROHIBITED BY APPLICABLE LAW OF WHATEVER JURISDICTION.

1. DEFINITIONS

1.1. The following terminology applies to these Terms and Conditions, the Risks Statement, Purchase Agreement and any and all other agreements between you and us:

In these Terms, the following terms shall have the meaning specified below:

- **“APPLICABLE LAW(S)”** in relation to a party shall include all and any statutes and subordinate legislation and common law; regulations; ordinances and by-laws; directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization;
- **“BLOCKCHAIN”** means a distributed database that maintains a continuously-growing list of records called blocks in an open ledger, providing a transparent and reliable basis for automated contracting and payments resulting from real-time commercial activity;
- **“CLIENT,” “CUSTOMER,” “USER,” “YOU,”** and **“YOUR”** refer to you, a legal or natural person participating in the Token Generation Events (TGE) by purchasing Gemeras, accessing the Website, the website of Company and accepting our Terms;
- **“COMPANY”, “OURSELVES”, “WEBSITE,” “WE”, “PROJECT”** and **“US”** collectively refer to the Website and the corporate entity **Gemera Ltd.**, and to its

owners, operators, employees, directors, officers, employees, agents, insurers, suppliers, attorneys and any or all of its affiliates;

- **“GEMERAS”**, **“GEMERA TOKENS”** and the ticker symbol **“GEMA”** all refer to the decentralized, asset-backed, return-focused and investment-grade coin-digital blockchain based asset on offer through the Token Generation Event’s periods;
- **“ETH”** (the native crypto tokens on Ethereum blockchain) or any crypto tokens resulting from any further forking of the Ethereum;
- **“BTC”** refers to Bitcoin cryptocurrency;
- **“BCH”** refers to Bitcoin Cash cryptocurrency;
- **“LTC”** refers to Litecoin cryptocurrency;
- **“ETHEREUM”**, **“ETHER”** all refer to an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality;
- **“PARTY”** refers to either You or Us;
- **“RISK”** means information set out in this document, Risk Disclaimer and, in particular, should evaluate the following risks in connection with acquiring and holding Gemerass.
- **“TOKEN GENERATION EVENT (TGE)”** is open during a period, where an amount of GEMERAs is offered and ready to be acquired by investors. Once the TGE closes, the project starts a process of selection, certification, assessment, transport and storage of emeralds to back the sold tokens.
- **“SMART CONTRACTS”** (“smart contract system”) - are self-executing contractual states, stored on the Ethereum blockchain, which nobody controls and therefore everyone can trust;
- **“TERMS”** means these Terms and Conditions;
- **“TOKENS”** means cryptographic Gemera tokens distributed by the Company during the Token Generation Event’s period;
- **“WALLET”**, **“CRYPTOWALLET”** also referred to as "digital wallets" and means a software program where cryptocurrencies or crypto-tokens are stored on the Blockchain and facilitate sending and receiving cryptocurrencies and crypto tokens and gives ownership of the balance to the User;
- **“WEBSITE”** is the Website on the Internet at address www.gemera.io;
- **“WHITEPAPER”** is an informational document issued by the Company, where the main features of Gemera are highlighted it is available for download at

www.gemera.io.

In these Terms, unless otherwise specified, words indicating the singular shall be understood to include the plural and vice versa and words indicating gender include all genders.

2. GENERAL INFORMATION

2.1. By acquiring Gemeras, you (a “User,” regardless of whether you are an individual or entity) are agreeing to be legally bound by these Terms. If any term is unacceptable to you, please do not visit, access or use www.gemera.io.

Gemera is a global project which issues crypto-tokens backed by Colombian emeralds, which are insured and stored in a secure vault in Hong Kong. The crypto-token is called Gemera, its ticker symbol is GEMA, and it is supported by blockchain technology.

Every emerald is certified by recognized gem laboratories and has a value in Gemeras according to its weight and quality. Gemeras can be used as a store of value and can be transferred among digital wallets.

A User can convert Gemeras into crypto or fiat currencies in exchanges or redeem them for emeralds.

The Company has a transparent process which guarantees the safety and traceability of the emeralds throughout the value chain.

2.2. By visiting, accessing or using www.gemera.io and/or acquiring Gemeras, you warrant and guarantee that you are at least eighteen (18) years old, have the legal capacity to accept these Terms and to agree to be bound by it in its entirety. Feel free to print and keep a copy of these Terms, but please understand that we reserve the right to change any of these terms at any time.

You also warrant that you have full capacity to contract under applicable law; only transacting with legally-obtained funds that belong to you; not furthering, performing, undertaking, engaging in,

aiding, or abetting any unlawful activity through your relationship with us or through your use of the Website; and, comporting with and obeying all applicable laws.

2.3. The Website provides on its and other platforms the ability for Users to acquire Gemera tokens in the TGE, which is open during a period, where an amount of GEMERAs is offered and ready to be acquired by investors. Once the TGE closes, the project starts a process of selection, certification, assessment, transport and storage of emeralds to back the sold tokens.

2.4. GEMERAS DO NOT ORIGINATE AND DO NOT PROVIDE ANY RIGHTS FOR PARTICIPATION IN JOINT STOCK OR AUTHORIZED CAPITAL OF ANY ASSOCIATIONS, PARTNERSHIPS, COMPANIONSHIPS OR ANY OTHER FORMS OF LEGAL ENTITIES OF WHATEVER JURISDICTION.

GEMERAS DO NOT PROVIDE THEIR HOLDERS WITH ANY ADDITIONAL RIGHTS IN MATERIAL, AS WELL AS NON-MATERIAL NATURE, EXCEPT FOR THOSE RIGHTS THAT ARE STIPULATED IN THE WHITEPAPER AND IN THESE TERMS.

2.5. IT IS THE USER'S RESPONSIBILITY TO AFFIRM AND UNDERSTAND THE TERMS OF GEMERA PROJECT BEFORE MAKING ANY INVESTMENT DECISIONS. SUBJECT TO THESE TERMS, ANY INVITATIONS TO PARTICIPATE IN THE TGE'S PERIODS SHALL NOT BE IN ANY EVENT CONSTRUED AS INVESTMENT ADVICE.

2.6. By using the Website or its related services, including Gemeras offering process, you expressly agree to be bound by all of the Terms set forth. In accepting these Terms, you acknowledge that you have read them, understand them, and had an opportunity to seek an independent financial and/or legal advice prior to agreeing to them.

2.7. At any point, if you do not agree to any portion of these Terms, you should not proceed to use the Website or acquire Gemera during the TGE's periods.

2.8. The Company may perform AML/KYC-profiling on all Users on a voluntary basis. If applicable law requires a User to be verified, the Company will adequately verify the User's

identity and details for AML-compliance and KYC-legitimacy.

2.9. Restrictions: You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations or in any way may cause harm to the Website or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you and may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

You warrant that you will abide by, without limitation, all applicable local, national and international laws and regulations with respect to your use of the Website and not interfere with the use and enjoyment of the Website by other users or with the operation and management of the Website. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the Website, including, without limitation, information required to be provided through the Company Website registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, Gemera reserves the right to terminate your access and use of the Website. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Website, or defame or otherwise harm any party through your use of the Website.

Accessing the Service is prohibited from territories where the Service or any Content is illegal; you are responsible for compliance with local laws.

3. GEMERA TOKEN GENERATION EVENT (TGE)

3.1. Gemera tokens are available in the TGE, which is a period, where an amount of GEMERAs is offered and ready to be acquired by investors. Once the TGE closes, the project starts a process of selection, certification, assessment, transport and storage of emeralds to back the sold tokens..

Gemera tokens have a price in USD, and it is determined every day by the Company, during the period of time the TGE is open.

In exchanges, the Gemera price is established according to the supply and demand.

3.2. The Company reserves the right to change the start date of the TGE's periods as well as the right to extend the duration of this TGE for any reason, including the unavailability of the Website or other unforeseen security or procedural issues without any duty to provide explanation to the users or the public. Although we do not currently anticipate doing so, it also reserves the right to shorten the duration of the TGE's period or cancel it for any reason. Any such changes will be published on the Website.

3.3. The User understands and accepts that while the individuals and entities, including the Company, assigned to this task have made reasonable efforts to develop Gemera tokens System, it is possible that such development may fail and Gemera tokens become useless and/or valueless due to technical, commercial, financial, regulatory or any other reasons.

3.4. The User recognizes that we do not warrant the period of time for which the Gemera tokens will be operational. Gemeras may be abandoned by the Company for a number of reasons, including a lack of interest from the public, a lack of funding or competing services that seek to develop similar products or any other reason.

3.5. The User understands that the Company will not provide any refund of the price for acquiring Gemeras. The only case where Gemera would offer a refund is whether the Project does not reach the established soft cap during the first TGE.

3.6. Notwithstanding any provision in these Terms, the Company is not obliged or committed to sell any or all of the Gemeras during the TGE, and reserves the right to terminate the TGE or otherwise alter the allocation and price of Gemeras as it deems fit without prior notice. We reserve the right to pause the TGE. We do not expect to make such changes or take such action, but may do so in

exceptional and unforeseen circumstances beyond our control, e.g. DDoS attacks, network overload or any other reason.

3.7. Each User shall be responsible for keeping relevant wallets intact and secure at any time. We shall not be held liable for the wallet of any User being hacked, stolen or lost, in which case the delivery of Gemera tokens could fail, become impossible or be sent in error.

3.8. The emeralds are stored in a safety vault of a safe deposit box company in Hong Kong, and insured by trusted providers. The Company has a rigorous protocol for introducing new emeralds to the safety vault or withdrawing the ones to be redeemed, in order to guarantee Users the transparency of the process, and the safety of the gems.

3.9. The redemption of Gemeras for emeralds will be available **once a year only**.

4. TAXATION

4.1. The Users bear full responsibility for timely and correct calculation and payment of all taxes due in accordance with the legislation applicable to the Users. The Company is not a tax agent of the User, as well as it does not advise the User on the order of calculation and/or the payment of taxes.

4.2. All User's factual and potential tax obligations are User's concern and we are not in any case and under no conditions bound to compensate for User tax obligation or give the User any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent Users are obliged to pay, which tax exemptions you are eligible to etc.

5. INTELLECTUAL PROPERTY

5.1. The Company retains all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images,

information and data pertaining to the Gemeras, TGE, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon.

5.2. A User may not use any of our intellectual property for any reason, except with our express, prior, written consent.

5.3. THESE TERMS SHALL NOT BE UNDERSTOOD AND INTERPRETED IN A WAY THAT THEY WOULD MEAN ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

5.4. We do not grant you any licenses, express or implied, to the intellectual property of the Company as expressly authorized by these Terms. Users are being granted a non-exclusive, non-transferable, revocable license to access and use the Website and Gemera tokens strictly in accordance with these Terms.

5.5. As a condition of your use of the Website and Gemera tokens you warrant to us that you will not use the Website or Gemeras for any purpose that is unlawful or prohibited by these Terms.

5.6. You may not use Gemeras in any manner that could damage, disable, overburden, or impair the Company. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

5.7. All Company's Intellectual Property rights are the property of the Company and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

5.8. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of our IP rights, in whole or in part, found on the Website or associated products and services.

5.9. Our Intellectual Property rights are not for resale. Your use of Gemeras does not entitle you to make any unauthorized use of any Gemera tokens.

5.10. You will use Gemeras solely for your personal use, and will make no other use of Gemeras without the express written permission of the Company. You agree that you do not acquire any ownership rights in any Company's Intellectual Property rights.

6. ACCURACY OF INFORMATION

6.1. An information provider is any company or person who directly or indirectly provides us and/or the User with information (“**Information Provider**”). Such information could include overall market data, quotations from other exchanges, markets, dealers and/or miners, etc.

6.2. While we strive to provide you with accurate information, we cannot guarantee that any information on the Website will always be accurate. As a result, we are not liable to you, any other person or any institution:

- For the accuracy, completeness, timeliness or correct order of information;
- For any changes or updates to these Terms, with or without notice;
- For any decision you make or action you take by relying on any of the information on the Website;
- For any transaction you initiate or attempt that is not completed;
- For any transaction that is completed;
- For the price at which you buy or sell Gemera tokens;
- If you are not able to buy or sell Gemera tokens;
- For any law, rule, regulation, action, enforcement or order in your jurisdiction that makes the use, ownership, acquisition or sale of Gemera tokens illegal or impermissible; and
- For any failure set forth in these Terms.

6.3. PLEASE ALSO NOTE THE RISKS INCURRED WITH ACCESSING, BUYING, USING OR SELLING GEMERAS AS STATED IN OUR RISKS DISCLAIMER.

6.4. You acknowledge that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for you, and that we do not give you any advice or recommendations regarding Gemeras, including the suitability and appropriateness of, and

investment strategies for Gemera tokens. **YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL ACQUIRE AND USE GEMERA TOKENS AT YOUR OWN RISK.**

6.5. Under no circumstances may you enter restricted areas of any computer or network of the Website or any of its parties, or perform any functions that are not authorized under these Terms. It is strongly recommended that you do not access the Website from an unsecured or public computer and/or network.

6.6. We may modify any or all of Website without notice. Part of or all of Website may periodically be unavailable during planned or unplanned downtime. You acknowledge and agree that we are not liable or responsible to you for any inconvenience, losses or damage to you as a result of such downtime.

6.7. Use of Communication Services. The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author

attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations. You also agree that the mailing service may be restricted depending on the country.

Company has no obligation to monitor the Communication Services. However, Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized spokespersons of Gemera Ltd., and their views do not necessarily reflect those of Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

7. RISK DISCLAIMER

7.1. ACQUIRING AND TRADING ETHER, GEMERA TOKENS OR ANY OTHER BLOCKCHAIN ASSET CARRIES A HIGH LEVEL OF RISK, AND MAY NOT BE SUITABLE FOR YOU.

YOU SHOULD BE AWARE THAT YOU MAY SUSTAIN A TOTAL LOSS OF THE FUNDS.

Gemeras are supported by Ethereum blockchain, and use a standard ERC 20 smart contract. User must be aware of the functioning of this technology and the associated risks. Because Gemeras are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on Gemeras. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Gemeras, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

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

7.2. The Gemera tokens are not a security or a currency. Gemera tokens should not be considered and held as an investment or for speculative or financial purposes. **There is no guarantee that Gemera tokens will increase in value.**

7.3. Gemeras may be subject to high volatility in terms of price and Gemera tokens may –and likely will– decrease in value. 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, nor should it or any part of it form the basis of, or be relied on in any connection with, any contract or commitment whatsoever.

7.4. Gemera tokens do not grant its holder ownership or equity in the Company or the right to participate in the control, direction or decision-making of the Company.

7.5. Do not acquire Gemeras if you do not have experience with, and an understanding of, the usage of blockchain-based software systems and cryptographic tokens.

7.6. Prior to acquire Gemeras under the TGE's period, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, you should not acquire Gemeras.

7.7. When participating in the TGE, please consider the following risks:

- The risk of loss in acquiring Gemeras may be substantial and losses may occur over a short period of time;
- The price and liquidity of Gemeras has been subject to large fluctuations and may be subject to large fluctuations in the future;
- Legislative and regulatory changes or actions in your local jurisdiction or at the international level may adversely affect the use, transfer, exchange and value of Gemera tokens;
- In your jurisdiction, the Company may not be regulated as a financial institution, any Gemera tokens deposits in your personal account may not be considered deposits under the laws, rules or regulations applicable in your jurisdiction and may not be subject to applicable deposit insurance protection;
- Gemera tokens are not legal tender, are not backed by any government, transactions may not be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable, some Gemera tokens transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiate the transaction.

Risk of losing access to Gemeras due to loss of private keys

Gemeras will be allocated in the User's compatible digital wallet, for which a private key is required. The protection of the private key is sole responsibility of a User; the loss of the private key will cause the User not to be capable of having access to the Gemeras or make any transactions

with them. Company does not have the capacity to recover the private keys, as so it does not have access to them.

Users must claim GEMERA tokens from an Ethereum wallet from which the donor controls the private keys. Failure of the user to safeguard these keys will result in the loss of Gemeras. Best practices dictate that users safely store their private keys in one or more backup locations geographically separated from the working location.

Risks associated with user credentials

Any third party that gains access to the Gemera tokens holder's login credentials or private keys may be able to dispose of the token holder's Gemera tokens. To minimize this risk, holders should guard against unauthorized access to their electronic devices.

Risk of unfavorable regulatory or legal action in one or more jurisdictions

Risks Associated with Uncertain Regulations and Enforcement Actions. The regulatory status of Gemeras 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. 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 Gemeras.

Regulatory actions could negatively impact Gemeras in various ways, including, for purposes of illustration only, through a determination that Gemeras are a regulated financial instrument that require registration or licensing. Company 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.

One or more countries may take regulatory actions in the future that severely restricts acquiring, owning, holding, selling, or using or converting cryptographic assets into fiat currency.

The functioning of the Company and Gemeras could be impacted by one or more legal or regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like Gemeras, which could impede or limit the development of the Company.

THE EFFECT OF ANY FUTURE REGULATORY CHANGE ON THE GEMERA TOKENS AND COMPANY IS IMPOSSIBLE TO PREDICT.

The ability for users to interact within Gemera Project in some or all jurisdictions could be eliminated by future regulation and/or legal action. In the event that it is not legal for users to interact with Company in such jurisdictions, the user base may be adversely affected.

Risk of insufficient interest in the network or distributed applications

It is possible that Company will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of our applications. Such a lack of interest could impact the development of Company and therefore the potential uses and value of the Gemeras.

Risk that Gemeras will not meet the expectations of Gemera tokens' holders

The Project and blockchain are presently under development and may undergo significant changes before release. Any expectations regarding the form and functionality of the Gemeras by holders of Gemeras may not be met upon release, for any number of reasons, including a change in the design and implementation plans and execution of the Project.

Risk of theft and hacking

Hacking or any other malicious activities may affect Gemera TGE or may cause the loss of Gemeras. In such event, Gemeras may not be recovered. Company shall not be liable in any case for any losses caused by an attack. Company would however do its best effort to find a possible solution. Hackers may attempt to interfere with Gemeras in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, sybil attacks, smurfing, and spoofing. Furthermore, because the project is based on open-source software, there is a risk that a third party may intentionally or unintentionally introduce weaknesses into the core infrastructure of the project, which could negatively affect the project and Gemeras.

Risk of security weaknesses

Our network consists of open source software that is itself based on open source software. There is a risk that the developers funded by the Company, or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of our network interfering with the use of or causing the loss of Gemeras.

Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptographic tokens and our platform, which could result in the theft or loss of Gemeras.

Risk of significant volatility in digital currencies

Company will not facilitate any secondary trading or external valuation of Gemeras. This could therefore create illiquidity risk with respect to Gemeras. Even if secondary trading of Gemeras 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 Gemeras (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

The value of cryptographic tokens, including Ether and Gemeras, is highly volatile and can be affected by a number of factors, including, without limitation, market sentiment, blockchain news, attacks and/or hacks, potential regulatory measures, global or regional political, economic or financial events and situations and the launch of new competing cryptographic tokens.

Company intends to use the proceeds from selling Gemeras to fund the maintenance and development of the project. The proceeds of the TGE of Gemeras will be denominated in Ether, BTC, BCH and LTC and may, at Company's discretion, be converted into other cryptographic and fiat currencies. If the value of these currencies fluctuate unfavorably during or after a TGE's period, Company may not be able to fund development, or may not be able to develop or maintain the project in the manner that it intended.

Risk of exchanges and an illiquid market for Gemeras

There are currently no exchanges upon which Gemeras might trade. Exchanges on which certain cryptographic tokens currently trade are relatively new and are subject to unclear and uncertain regulatory oversight.

Such exchanges may therefore be more exposed to fraud, security failures and other operational issues than established, regulated exchanges for other products. To the extent that the Gemeras are listed on any exchanges in the future, and any exchange representing a substantial portion of the volume in Gemeras trading experiences fraud and/or operational or security failure, such an event could result in the loss of Gemeras and/or a reduction in the value or liquidity of the Gemeras. Even if Gemeras are listed on an exchange, if there are very few people buying or selling Gemeras, the market for Gemeras could be illiquid.

Risk of uninsured losses

Unlike bank accounts or accounts at some other financial institutions, funds held using the blockchain network are generally uninsured. In the event of loss or loss of value, there is no public insurer or private insurer, to offer recourse to the token holders.

Risk of dissolution of our project

It is possible that, due to any number of reasons, including without limitation, an unfavorable fluctuation in the value of Ether, Bitcoin, Bitcoin Cash or Litecoin; unfavorable fluctuation in the value of Gemeras; the failure of developers to complete projects or their unwillingness to complete projects, ascendancy of competitors and/or competing intellectual property claims, Gemera may no longer be a viable project and may dissolve or fail to launch.

Risk of taxation

You must seek your own tax advice in connection with purchasing Gemeras, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

Risk of wallet compatibility

There are many incompatible wallets for acquiring Gemeras. A User shall of the compatible and incompatible wallets. Whether User uses incompatible wallets, the Gemeras acquired may disappear (for more information about wallet compatibility, please read the Company's FAQs). Company is not responsible whether the compatible wallets to acquire Gemeras suffer any vulnerability.

Gemeras will be allocated in user's compatible digital wallet, for which a private key is required. The protection of the private key is sole responsibility of the User; the loss of the private key will cause the User not to be capable of having access to the Gemeras or make any transactions with them. Company does not have the capacity to recover the private keys, as so it does not have access to them.

Risks Associated with the Development and Maintenance

The project is still under development and may undergo significant changes over time. Although Company will take commercially reasonable steps toward those ends, Company may have to make changes to the specifications of Gemeras for any number of legitimate reasons. This could create the risk that Gemeras, as further developed and maintained, may not meet User's expectations at the time of purchasing Gemeras.

Furthermore, despite Company's good faith efforts to develop and maintain the project, it is still possible that the project will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the potential utility of Gemeras.

Risk of different jurisdictions

Different countries set their own rules for this kind of activity. You must understand that such provisions may affect the usability of Gemeras in the various States all over the world.

Risk of insufficient activities

You must understand that there is a possibility of insignificant using of our service, or a period of time when www.gemera.io is being used or can be insignificantly used, what may affect the development and evolution of www.gemera.io.

Sole risk

Use of the website and the content available on the website is at your sole risk. You are responsible for taking all necessary precautions to ensure that any content you may obtain from the website is free of viruses. The website, its content and any services or items obtained through the website are provided on «AS IS» and «AS AVAILABLE» basis.

Force-majeure

Company shall not be liable for any failure of or delay in the performance for the period that such failure or delay is

1. beyond the reasonable control of Company (embargoes, government and military acts, lack of energy),
2. materially affects the performance of any of its obligations under this agreement, and
3. could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

Risk of emeralds contingencies

Although the physical emeralds are stored in a secure vault of a safe deposit box company in Hong Kong and are insured, Company shall not be responsible of any extraordinary event that might cause loss, damage or destruction of the emeralds.

Third Party Sites

The Service may permit you to link to other websites or resources on the internet, and other websites or resources may contain links to the Website or another feature of the Service. When you access third party websites, you do so at your own risk. These other websites are not under the Gemera Project's control, and you acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Gemera Project or any association with its operators. You further acknowledge and agree that Gemera Project shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

Through your Company's Account you may be able to access, link to and display Content on or from your Company's Account and your accounts or profiles with third party sites. The Service may allow you to specify the Content that will be accessed, linked to and displayed on or through your Company's Account. You represent, warrant and agree that with respect to Content that you make available on third party sites you will in all cases comply with all applicable third party terms of services and any other obligations you may have with respect to that third party site.

Unanticipated risks

Digital currencies and cryptographic tokens are new and untested technologies. In addition to the risks set forth herein, there are risks that cannot be anticipated. Risks may further materialize as unanticipated combinations or variations of the risks set forth herein.

7.8. The market value of Gemeras may be derived from the continued willingness of market participants, which may result in the potential for permanent and total loss of value of a particular Gemeras should the market for those tokens disappear.

7.9. The nature of Gemeras may lead to an increased risk of fraud or cyber-attack, and may mean that technological difficulties may prevent the access to or use of your Gemeras.

7.10. The prices quoted on the Website or electronic online exchanges may not necessarily reflect the broader market.

7.11. The use of electronic trading or exchange systems and communication networks to facilitate trades exposes you to risks associated with the system including the failure of hardware and software system or network down timed access or connection failures. You acknowledge that we shall not be responsible for any services disruptions, errors or delays that you may experience while using its services.

7.12. Cryptocurrency trading is one of the riskiest forms of investment available on the financial markets and is only suitable for sophisticated individuals and institutions. Given the possibility of losing an entire investment, speculation in cryptocurrency exchange markets should only be

conducted with capital funds that if lost will not significantly affect your financial wellbeing.

7.13. You should neither construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you may want to consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.

7.14. YOU ACKNOWLEDGE AND AGREE TO PARTICIPATE IN THE TGE'S PERIODS AND USE THE WEBSITE AT YOUR OWN RISK. THE POINTS NOTED ABOVE APPLY TO ALL USERS. HOWEVER, THIS BRIEF STATEMENT DOES NOT DISCLOSE ALL OF THE RISKS ASSOCIATED WITH ACQUIRING OF GEMERA TOKENS.

YOU SHOULD, THEREFORE, CAREFULLY CONSIDER WHETHER SUCH ACQUIRING IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES. PLEASE CAREFULLY CONSIDER YOUR OBJECTIVES, LEVEL OF EXPERIENCE, AND RISK APPETITE BEFORE PARTICIPATING IN THE TGE'S PERIODS AND USING THE WEBSITE.

7.15. Because Gemeras confer no governance rights of any kind with respect to the Project or Company, all decisions involving the Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Project, to sell more Gemeras for use in the Project, or to sell or even liquidate the Company. These decisions could adversely affect the Project and the utility of Gemeras that you hold.

8. SYSTEM DISRUPTIONS OR MALFUNCTIONS

8.1. We use commercially reasonable efforts to provide Users with a reliable and secure service. From time to time, interruptions, errors or other deficiencies in service may occur due to a variety of factors, some of which are outside our control.

8.2. In no event shall we, or our employees, directors, officers, employees and affiliates, be liable to you or others for any damages, direct, indirect, consequential or special, including, without limitation, all losses, costs, expenses, loss of profits, loss of business revenue or failure to realize expected savings arising from or out of the existence, furnishing, or functioning of the Website, or any act or omission in connection with your accessing the Website.

8.3. We are not liable by reason of acting or failing to act due to an error in any acquiring request actually received by us, or not being received by us. We are not responsible for any losses, damages or personal injury that any person suffers as a result of a User accessing the Website.

9. USER'S REPRESENTATIONS AND WARRANTIES

9.1. To acquire Gemeras during the TGEs each User shall represent and warrant to us and our affiliates that:

- All the information submitted by the User to the Company is true, complete, valid and non-misleading;
- the User (i) is not a citizen, tax resident or green card holder of the United States of America or Singapore (ii) a company or association or body of persons, corporate or unincorporated of the United States of America or Singapore;
- the User understands blockchain, distributed ledger technology and cryptocurrency and is fully aware of the financial risks associated with the TGE's periods;
- the User's acquiring of Gemeras is voluntary and based on its own independent judgment without being coerced, solicited or misled by anyone else;
- the User is permitted by the laws of his jurisdiction to acquire of Gemeras and is legally permitted to acquire, receive, hold and sell coins;
- No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on his/her part in connection with the participation in the TGE's periods;
- the User is experienced in and capable of maintaining and safekeeping the private key of the sending address out of which he/she makes any payment for purchasing of Gemeras during the TGE's periods;

- the User agrees that Gemeras during the TGE are not redeemable and do not necessarily have market value;
- the User does not contemplate to use Gemeras for any speculative, illegal or non-ethical purpose; and
- The User is not acting as a nominee or agent for or on behalf of any third party.

9.2. You warrant that you undertake to ensure to the best of your knowledge and belief and after due diligence; that no money laundering or other unlawful act is committed in connection with the using of www.gemera.io and, further, that no proceeds of any money laundering activities are used to invest in Gemeras. You further ensure that you are and shall always be compliant with all applicable anti-money laundering regulations at all times. In addition, you warrant that you will not, in connection with using www.gemera.io, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. You further warrant that no money paid to you as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of all applicable laws.

9.3. You have enough knowledge and experience in financial matters, as well as in blockchain technology and crypto-token transactions. You acknowledge, understand and assume the following risks related with the acquisition of Gemeras.

9.4. All the above representations and warranties made by a User shall be true, complete, accurate and non-misleading on and from the date of that User making any payment hereunder throughout the and onwards.

10. NO REPRESENTATION OR WARRANTY BY US

10.1. We do not make, and hereby disclaims, any representation or warranty with respect to Gemeras (including their respective merchantability or fitness for any particular purpose).

10.2. Each User's decision to acquire Gemeras shall be made based on his/her own knowledge of Gemeras and the information disclosed on the Website. Without prejudice to the generality of the

foregoing, each User will acquire or sell any Gemeras on an “as is” basis, irrespective of the technical specifications, parameters, performance or function thereof.

11. LIABILITY

11.1. The Company, its affiliates and respective officers, employees or agents will in regard to the Website and Gemeras not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this Website and Gemeras), even if we have been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of Gemeras and the Website.

11.2. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:

(a) your inability to use the to the Website or Gemeras, including without limitation as a result of any termination or suspension of Ethereum network or this agreement, including as a result of system failures or other interruptions;

(b) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the Website and acquiring Gemeras; or

(c) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website and Gemeras.

11.3. You waive your right to demand the return of Gemeras you acquired or sold, including, without limitation, a demand for specific performance.

11.4. You will defend, indemnify, and hold harmless the Company, its affiliates and licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any claim concerning these Terms or User`s use of the Website and Gemeras contrary to these Terms.

11.5. If the Company or its affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, the User will also reimburse the Company for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

11.6. The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein.

11.7. The Company and/or its suppliers may make improvements and/or changes to the Website at any time. The Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Website and Gemeras, information, software, products, services and related graphics contained on the Website for any purpose.

11.8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEMERAS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

11.9. The Company hereby disclaims all warranties and conditions with regard to the Website and Gemeras, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

11.10. The User may not use Gemeras in any manner that could damage, disable, overburden, or impair other Users, other Gemeras, the Website or the Company.

12. INDEMNITY

12.1. To the full extent permissible by applicable law:

(a) The Company makes no, and hereby disclaims all, representations or warranties of any kind, express or implied, as to the availability, operation and use of the Website, including but not

limited to warranties of performance, functionality, merchantability, fitness for a particular purpose, title, non-infringement, and implied warranties arising from course of dealing or course of performance; and

(b) You release and indemnify the Company in respect of any Claim or Loss which may arise in consequence of your use of the Website or GEMERAS, including in consequence of any breach of these Terms by you.

12.2. The above indemnity:

(a) extends to Claims incurred or suffered by Company's officers, employees, agents or sub-contractors; and

(b) extends to and includes all Losses incurred in defending and/or settling any Claims, including legal costs on a full indemnity (solicitor/own-client) basis.

12.3. Use of GEMERAS and acquiring GEMERAS may carry financial risk, and is to be used as an experimental software only. You acknowledge that purchasing GEMERAS (or any other digital tokens offered by the Company) involves risk and in no event shall the Company, the legally incorporated entity in BVI, be liable or responsible for any damages, claims, applications, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, loss of cryptocurrency or digital assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to: this Warning, our Terms and Conditions; any service of the Company; the use of GEMERAS; any use of your digital assets or cryptocurrency by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as "Losses").

WE ARE HEREBY RELEASED BY YOU FROM LIABILITY FOR ANY AND ALL LOSSES. WE DISCLAIM ANY AND ALL WARRANTIES OR GUARANTEES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY OR LOSSES ARE BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE

COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

13. DISCLAIMER OF WARRANTIES AND LIABILITY

13.1. We are not giving investment advice, tax advice, legal advice, or other professional advice by allowing you to use the Website or acquire Gemeras, the ability to obtain Gemeras or the storage of Gemeras of fiat currency, and the we do not recommend, or endorse that you acquire or sell Gemeras or make any investment. Before engaging in any trading or investment activity, you should consult a verified professional.

13.2. ANY WEBSITE SERVICES ARE PROVIDED TO YOU ON A STRICTLY “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS.

13.3. WE SHALL NOT BE LIABLE TO A USER OR ANYONE ELSE FOR ANY LOSS OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE WEBSITE, ACQUISITION OF GEMERAS, INCLUDING ANY LOSS CAUSED IN WHOLE OR PART BY ANY INACCURACIES OR INCOMPLETENESS, DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM THE NEGLIGENCE OF THE COMPANY OR CONTINGENCIES BEYOND THEIR CONTROL IN PROCURING, COMPILING, INTERPRETING, COMPUTING, REPORTING, OR DELIVERING GEMERAS OR THE INFORMATION THEREIN.

13.4. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON, OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, THE INFORMATION THEREIN OR ACQUISITION OF GEMERAS.

13.5. IN NO EVENT SHALL WE BE LIABLE TO USER, WHETHER IN CONTRACT OR TORT, FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL

DAMAGES OR ANY OTHER DAMAGES OF ANY KIND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

13.6. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which a party reasonably and in good faith believes to be valid. A User agrees to indemnify, defend and hold the Company harmless from all actions, claims, liabilities, losses, costs, attorney's fees, and damages associated with our or their compliance with any process that such party believes reasonably and in good faith to be valid.

14. DISCLAIMER REGARDING TOKEN GENERATION EVENT

14.1. NO ADVICE. You agree that the Company will not provide you with any investment or other advice regarding the suitability of any TGE, Gemeras or related investment products. A User will not solicit or rely upon (if given) any such advice from us or any of our employees or agents.

14.2. NO LIABILITY. You agree to make your own judgments and decisions with respect to the TGE's periods, Gemeras or related product independently and without relying on the Company. You assume full responsibility for all your investment decisions. Neither we nor any of our employees or agents shall incur any liability in connection therewith.

14.3. NO LIABILITY FOR TECHNICAL ERRORS. We cannot and shall not guarantee the integrity and security of the TGE's periods and Gemeras. The Company under no circumstance will assume liability or be held responsible for the technical failure of Gemeras, which may result in a complete loss of your funds and investment.

15. LIMITATION OF LIABILITY

15.1. Nothing in these Terms is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified. Any representation, warranty, condition or undertaking which (but for this clause) would be implied in this document by law, is excluded to the fullest extent permitted by law.

15.2. We are not liable to the User for any Claims (arising in contract, tort, statute or otherwise, or as a result of a force majeure) which may arise in consequence of, or in connection with, your acquisition or use of Gemeras, use of the Website and these Terms.

15.3. The User indemnify and hold harmless the Company for all Claims (arising under contract, tort, statute or otherwise, or as a result of force majeure), which may be made against the Company or arise as a consequence of, or in connection with, your acquisition or use of Gemeras, use of the Website and these Terms.

15.4. Notwithstanding any other provision of these Terms and to the fullest extent permitted by law, the Company will not be liable to you for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by you as a result of any act or omission whatsoever of the Company, its officers, employees, agents or sub-contractors.

15.5. If you have any liability to the Company under these Terms, then the Company may set-off that liability against any liability it has to you.

15.6. The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of Company, the blockchain System liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use Gemeras, the TGE's periods or blockchain system under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or founders of the Company or the blockchain System shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to acquire, sell or use of Gemeras, to use the blockchain System and/or to participate in the TGE's periods.

15.7. The User further specifically acknowledges that developers, auditors, contractors or founders of the Company, Gemeras, Smart Contract System and/or the Services are not liable, and the User

agrees not to seek to hold them liable, for the conduct of third parties, including other creators of GEMERAS, and that the risk of acquiring, creating, holding and using GEMERAS entirely with the User.

15.8. BY ACQUIRING, SELLING OR HOLDING GEMERAS, AND TO THE EXTENT PERMITTED BY LAW, THE USER AGREES NOT TO HOLD ANY THIRD PARTY (INCLUDING DEVELOPERS, AUDITORS, CONTRACTORS OR FOUNDERS OF THE COMPANY) LIABLE FOR ANY REGULATORY IMPLICATIONS OR LIABILITY ASSOCIATED WITH OR ARISING FROM THE ACQUIRING, CREATION OR OWNERSHIP OF GEMERAS OR ANY OTHER ACTION OR TRANSACTION RELATED TO GEMERAS.

15.9. The Company does not guarantee the permanent and uninterrupted operation of the Website or GEMERAS and does not take any responsibility for direct, indirect, accidental, special, circumstantial or punitive damages, including but not limited to the losses in the form of lost profit for the mistakes and/or technical issues in operation of the Website or GEMERAS, or restriction of the access to the Website on the territory of any jurisdiction.

16. AMENDMENTS

16.1. The Company reserves the irrevocable right to change, modify, add, or remove portions of these Terms at any time during the TGE's periods and afterwards by posting the amended Terms on the Website, as well as making a public announcement.

16.2. The revised version of the Terms will be effective at the time the Company posts it on the Website unless indicated otherwise. If you do not agree to be bound by the amended or modified Terms, you must cease accessing or using GEMERAS or the Website immediately.

17. COMPLIANCE

All Website services shall cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

18. JURISDICTION

THESE TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

19. ARBITRATION CLAUSE

19.1. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE FINALLY SETTLED BY ARBITRATION IN ACCORDANCE WITH THE ARBITRATION RULES OF THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE.

19.2. THE ARBITRAL TRIBUNAL SHALL BE COMPOSED OF THREE ARBITRATORS. THE SEAT OF ARBITRATION SHALL BE STOCKHOLM. THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH. THIS CONTRACT SHALL BE GOVERNED BY THE SUBSTANTIVE LAW OF ENGLAND AND WALES.

20. SEVERANCE

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

21. INVALIDITY

IF ANY PROVISION OF THESE TERMS SHALL BE HELD TO BE ILLEGAL, VOID, INVALID OR UNENFORCEABLE UNDER THE APPLICABLE LAWS OF ANY JURISDICTION, THE LEGALITY, VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THESE TERMS IN THAT JURISDICTION SHALL NOT BE AFFECTED,

AND THE LEGALITY, VALIDITY AND ENFORCEABILITY OF THE WHOLE OF THIS AGREEMENT IN ANY OTHER JURISDICTION SHALL NOT BE AFFECTED.

22. FORWARD LOOKING STATEMENTS

This document or Terms and Conditions may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta,” “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved.

Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Company to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

Although Company believes it has a reasonable basis for making these forward-looking statements, readers are cautioned not to place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

23. MISCELLANEOUS

23.1. All materials, published on the Website or elsewhere, are not binding and do –unless explicitly referred to herein– not form part of these Terms, and are of descriptive nature only.

23.2. The Company and its affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, hacker attacks, earthquake, storms

or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in Ethereum or any other blockchain protocols or any other force outside of our control.

23.3. The Company and the User are independent contractors, and neither party, nor any of their respective affiliates, is an agent for the other for any purpose or of the authority to bind the other.

23.4. These Terms do not create any third-party beneficiary rights in any individual or entity.

23.5. THE USER WILL NOT ASSIGN THESE TERMS, OR DELEGATE OR SUBLICENSE ANY OF YOUR RIGHTS UNDER THESE TERMS, WITHOUT OUR PRIOR WRITTEN CONSENT. ANY ASSIGNMENT OR TRANSFER CONTRARY TO THESE TERMS WILL BE VOID.

23.6. Subject the foregoing, these Terms will be binding upon, and inure the benefit of the parties and their respective successors and assigns. The failure or omission by the Company to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time.

24. ACCEPTANCE OF TERMS

24.1. By using the Website and/or the acquisition of Gemeras, a user confirms that, to the extent permitted by law, he/she is authorized to acquire Gemeras and to fully understand and to be bound by these Terms regarding his/her relevant jurisdiction.

24.2. If you access or use the Website and/or acquire Gemeras, then you indicate that you agree to these Terms. If you do not agree to any of the specific Terms herein you may not take part in the TGE's period, acquire Gemeras and access or use the Website.

24.3. These Terms govern the creation, acquisition, transfer and holding of the Gemeras and supersede any public statements about the launch of Gemeras and/or the Smart Contract System made by anyone in the past, present and future.

25. TERMINATION

As a member of Company's Website, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request.

As a member, you agree that Company may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

1. any breach or violation of our Terms and Conditions or any other incorporated agreement, regulation and/or guideline;
2. by way of request from law enforcement or any other governmental agencies;
3. unexpected technical or security issues and/or problems;
4. any extended periods of inactivity;
5. any engagement by you in any fraudulent or illegal activities;
6. the nonpayment of any associated fees that may be owed by you in connection with your Company's account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances and/or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services. In addition, you agree that Company may cease operations with prior written notice (1 month).

The termination of your account with Company shall include any and/or all of the following:

- a) the removal of any access to all or part of the Services offered within Company;
- b) the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part of thereof;
- c) the barring of any further use of all or part of our Services.

You agree that no joint venture, partnership, employment or agency relationship exists between you and Company as a result of this agreement or use of the Site. Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Company with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US BY E-MAIL AT INFO@GEMERA.IO.

APPENDIX A

PURCHASE AGREEMENT

Last updated: 07/09/2018

This Gemera Tokens Purchase Agreement (hereinafter “Agreement”) fixes essential terms of usage, purchase and TGE of Gemera Tokens (hereinafter “Gemeras”). It is concluded between Gemera Ltd. (hereinafter “Company”), which is located in British Virgin Islands (BVI), on the one hand and Buyer on the other.

Buyer and Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer agree as follows:

Chapter 1. Necessary provisions

- 1.1. Parties acknowledge, understand and agree that this Agreement has binding power.
- 1.2. Parties realize that they have rights and obligations under this Agreement.
- 1.3. Buyer should read this Agreement carefully and in full before using any services, that Company provides.
- 1.4. Buyer accepts this Agreement with all other necessary documents, such as Terms and Conditions and Risk Warnings, Gemera White Paper, Privacy and Cookies Policy, which make a unified system with this Agreement. Any Terms and Policies will be available at www.gemera.io. Company may add any terms or policies in its sole discretion, and may update each of the Platform Terms and Policies from time to time according to modification procedures. To the extent of any

conflict with this Agreement, Terms and Policies shall control with respect to any issues relating to the use of Gemeras in connection with the project.

1.5. There are third parties to this Agreement. To the extent, permitted and needed by law, Ethereum Blockchain platform, safe deposit box company, information technology providers, insurance company, shipping company, auditors, emerald traders and gem laboratories are related to this Agreement.

1.6. Gemeras have no rights, uses or attributes outside of the Company.

1.7. Any purchase of Gemeras is NON-REFUNDABLE and cannot be cancelled, except in the case the Project does not reach the established soft cap during the first TGE. Buyer may lose all amounts paid.

1.8. Company reserves the right to refuse or cancel any Gemeras purchase request at any time in its sole discretion.

1.9. Buyer understands and accepts that Gemeras do not represent or confer any stake, share, security or equivalent rights, or any right to receive future revenue shares, intellectual property rights, or any other form of participation in or relating to the Project and/or its corporate affiliates, other than rights relating to Gemeras, subject to limitations and conditions in Terms & Conditions and Policies).

1.10. Buyer acknowledges and agrees that there are financial risks associated with purchasing Gemeras, holding and selling Gemeras. If you have any questions regarding these risks, please contact us at info@gemera.io. BY PURCHASING GEMERAS, BUYER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

1.11. Buyer is responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism he uses to receive and hold Gemeras he purchases from Company, including any requisite private key(s) or other credentials necessary to access such storage

mechanism(s). If Buyer's private key(s) or other access credentials are lost, he may lose access to his Gemeras and Company is not responsible for any such losses.

1.12. Company may determine, in our sole discretion, that it is necessary to obtain certain information about Buyer, including but not limited to instances where it must obtain certain information in order to comply with applicable law or regulation in connection with selling Gemeras to Buyer. Buyer agrees to provide Company such information promptly upon request, and Buyer acknowledges that Company may refuse to sell Gemeras to Buyer unless or until Buyer provides such requested information, and Company have determined that it is permissible to sell Buyer Gemeras under applicable law or regulation.

1.13. The purchase price that Buyer pays for Gemeras is exclusive of all applicable taxes. Buyer is exclusively responsible for determining what, if any, taxes apply to Buyer's purchase of Gemeras, including, for example, sales, use, value added, and similar taxes. It is also Buyer's responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from Buyer's purchase of Gemeras.

Chapter 2. Purchase of Gemeras

2.1. Gemera is a crypto-token backed by Colombian emeralds. It can be used as a store of value, be transferred among digital wallets, converted into crypto or fiat currencies or redeemed for physical emeralds.

2.1. Subject to the terms and conditions of this Agreement, the Company hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from the Company the Gemeras (The "Transaction"), which will be available in the TGE's period in accordance with Terms and Conditions.

2.2. GEMERA project could take from three to six months after every Token Generation Event (TGE) ends to store the emeralds that back the tokens in a secure vault of a safe deposit box company. Once stored, the emeralds must correspond accurately with the Gemera tokens sold. The

first TGE already has a first batch of emeralds store in a safe deposit box company in Hong Kong to back part of the tokens offered during this period.

2.3. Only the official website (www.gemera.io) and announced on the website official documents are the sources for TGE and allocation of Gemeras. During the TGE's period, Company provides special procedures and material specifications. Buyer should follow these instructions. Company is not liable for Buyer's failure to receive Gemeras, when Buyer does not adhere the procedures.

2.4. Gemeras can only be purchased with Ether (ETH), Bitcoin (BTC), Bitcoin Cash (BCH), Litecoin (LTC).

2.5. The bonus amount for every TGE will be announced in advance.

2.6. The TGE's periods are close every time the Gemeras are sold out or the period of time of the TGE expires.

2.7. Gemeras may be tradable; however, they are not a currency, security, investment, commodity, a swap on a currency, or commodity or any other kind of financial instrument.

2.8. Gemeras can be converted into fiat or cryptocurrencies in exchanges or be transferred instantly to other compatible wallets. Although, this option is not available in the early stage of the Gemera Project, and its success depends on the integration with exchanges.

2.9. Whether Buyer transfers Gemeras to a new buyer, the obligations under this Agreement will be passed to this new buyer, and company will assume that the new buyer read and accepted the provisions contained in this Agreement in full.

2.10. Buyer bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument and any future acquisition, ownership, use, sale or other disposition of Gemeras. To the extent permitted by law, Buyer agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless from any claim, liability, assessment or penalty with respect to any taxes (other than any

net income taxes of the Company that result from the issuance of Gemeras to the Buyer) associated with or arising from the Buyer's purchase of Gemeras hereunder or the use or ownership of Gemeras.

Chapter 3. Price Setting of Emeralds

3.1. Emeralds are certified by gem laboratories, and the price is established according to their characteristics.

3.2. Emeralds use to undergo an enhancement process with essential oils, other oils, waxes, and artificial resins to reduce inclusions visibility and improve its clarity. This enhancement is categorized in a scale: None, Insignificant, Minor, Moderate and Significant.

3.3. Depending on the type of enhancement, through the time some changes may occur on any of the emeralds' properties, such as clarity. Whether Company detects some significant changes in any of the gemstones, the option of applying to them a new enhancement process might be considered.

3.4. The quality of the emeralds is determined through a value assessment process, which considers the carat, cut, color (tone), and clarity of these gemstones. Tone and clarity parameters are subjective, which means gemologists or emerald experts' perceptions on these characteristics might differ.

3.5. The clarity parameter is not certified. However, Company uses a clarity grade guide to determine the visibility of inclusions in the emeralds.

3.6. The final price in Gemeras of the emeralds is established by Company through a Reference Table for Price Setting of Emeralds, whose rank of prices is divided in its tone, carat, enhancement level and clarity.

3.7. The Reference Table for Price Setting of Emeralds is a guide for Company to establish the price in Gemeras of the gemstones, and it was built with the consultancy of gemologists and

emeralds traders. The price rank was determined according to the international average price and retail.

3.8. The Reference Table for Price Setting of Emeralds was built assuming the price of one Gemera (1 GEMA) is equivalent to one dollar (1 USD).

3.9. The Reference Table for Price Setting of Emeralds might be modified through the time, depending on the fluctuation of the price of emeralds in the world market. However, the price of the emeralds already valued will not be changed.

3.10. The Emeralds Value Assessment Process may be adjusted, always seeking for a more accurate manner to establish the quality and price of the gemstones. The emeralds already valued will not be affected for this adjustment.

Chapter 4. Redemption

4.1. The Redemption of Gemas for emeralds will be available once a year and accessible for Buyer from 2019.

4.2. Emeralds are always exhibited in Company's marketplace (market.gemera.io). They will be available to add to cart one month before the opening of the redemption period.

4.3. The redemption can only be made with Gemas. Other crypto tokens are not accepted.

4.4. For the sake of redemption, Company can request additional individual data, including copy of passport or ID and a utility bill (for proof of address).

4.5. Emeralds are currently stored in a secure vault in a safe deposit box company in Hong Kong, through the company Emera Ltd.

4.6. In the future, Company might consider other locations with the same high security standards for the gemstone storage.

4.7. Emeralds are insured in situation of lost, theft, accident or damage. This insurance is covered only for the purchase cost of the emerald and not by the cost on Gemergas present in the market at the moment. This process depends on the insurance company not on Gemera Ltd. The insurance amount is set by Company and the insurance company.

4.8. The costs for shipment, insurance, cargo and taxes related with emerald's delivery will be covered by Buyer.

4.9. Buyer shall consider the countries particularities, such as custom taxation or requirements. Any additional cost is not assumed by Company. After the Gemergas are redeemed for emeralds, they will be virtually destroyed.

4.10. Buyer bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument and any future acquisition, ownership, use, sale or other disposition of Gemergas. To the extent permitted by law, Buyer agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless from any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of Gemergas to the Buyer) associated with or arising from the Buyer's purchase of Gemergas hereunder or the use or ownership of Gemergas.

4.11. U.S. and Singapore citizens are not allowed to acquire Gemera tokens or redeem them into emeralds. In the same extent, Company will not authorize emeralds redemptions to those countries.

4.12. The emeralds delivery is subject to the country's permission where they are sent.

4.13. Emeralds can be collected directly in Hong Kong. Buyer must demonstrate identity with passport or ID.

4.14. An invoice in USD calculated with the Gerema current price will be generated once the payment is successful.

4.15. The tracking number of the delivery will be sent to Buyer.

4.16. Once the emerald is delivered, Company is no responsible for any inconvenience in relation with the emerald.

4.17. During the delivery of the emerald, the delivery company's insurance is responsible for the emerald's welfare.

4.18. Company might consider in the future other gemstones (such as diamonds, rubies or sapphires) as assets to back Gemera crypto-tokens.

Chapter 5. Audit and operating expenses

5.1. A yearly audit on the emeralds take place by a gem laboratory in Hong Kong, to recertificate a sample of the stored emeralds and validate, in comparison to the first certification, that the emerald is Colombian, the carat is the same, and that it corresponds to the one specified in the first certificate. This process may be validated by an auditing company.

5.2. A yearly fee of 1% is assigned to cover the costs of annual storage, insurance, operational and administrative processes, as well as legal affairs, and others. This fee is obtained through the release of an amount of new Gemas (1%) for the total supply every year. To keep the consistency between the blockchain and the marketplace (market.gemera.io), the emerald value of each Gemera will be increased to 1% per year in the marketplace.

5.3. This yearly fee could be modified; in such case, investors will be informed 30 days in advance about the modification.

5.4. Company has a limited fund to cover contingencies that are included in the emerald insurance, such as anomalies present in the gemstones during the audit processes or to cover a legal litigation.

Chapter 6. Privacy Policy and Intellectual Property Rights

6.1. Buyer should be reasonably careful and take appropriate measures for securing the data related with the purchase of Gemeras. Company can deny access to the Buyer's account in case of risk of violation of privacy. Company is under no obligation to recover any Gemeras., and Buyer acknowledges, understands and agrees that all purchases of Gemeras are only redeemable for physical emeralds, which process and obligations can be found in Chapter 3.

6.2. According to the Company's request, Buyer will provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements. Such documents include, but are not limited to, passport, driver's license, utility bills, government identification cards or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer understands that Company may withhold to distribute Gemeras to Buyer until such requested information is provided.

6.3. Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

6.4. For more information, read the Privacy Policy at gemera.io/privacy.

Chapter 7. Representations and Warranties of Parties.

7.1. By purchasing Gemeras, Buyer represents and warrants to Company that Buyer has all requisite power and authority to execute and deliver this Agreement, to purchase Gemeras, and to perform the obligations under this Agreement.

7.2. In case Buyer is an individual, he must be at least 18 years old and of sufficient legal age and capacity to purchase Gemeras.

7.3. In case Buyer is a legal person, it is properly organized, validly existing under its national legislation or other legislation, where it conducts its business.

7.4. U.S., Singaporean and Chinese citizens are strictly prohibited and restricted from purchasing Gemeras and Company is not soliciting purchases by U.S., Singapore or Chinese citizens in any way. If a U.S. citizen or a Singaporean citizen or a Chinese citizen purchases Gemeras, such citizen has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis, and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. or a Singaporean or a Chinese citizen as Buyer or Buyer has entered into this Agreement or has purchased Gemeras on behalf of a U.S. or a Singaporean or a Chinese citizen, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities.

7.5. Buyer's official documents are true, without mistakes and are not in conflict with terms of this Agreement, other official documents of Company and law.

7.6. The performance and execution of this Agreement require no approval or other actions from any governmental authority or person other than Buyer.

7.7. Buyer's knowledge of risks of a project. Buyer warrants that he is familiar with the Company's business objectives and the financial arrangements in connection therewith and is able to evaluate the merits and financial risks of purchase of Gemeras. Buyer understands the nature of the proposed operations, subject and transactions. Buyer represents that he meets all requirements for purchase of Gemeras. Buyer has had a reasonable opportunity to ask questions of and receive answers from the Company concerning Company and Gemeras. Buyer obtained reasonable information to make a decision to purchase Gemeras.

7.8. Buyer understands that purchase of Gemeras under this Agreement is irrevocable and Company has the unconditional right to refuse access after the violation or to avoid violation of this Agreement or [Terms and Conditions](#) and other official documents.

7.9. Buyer agrees to indemnify and hold harmless the Company, its officers directors and affiliates from and against all damages, losses, costs and expenses (including reasonable attorney's fees) which they may incur by reason of Buyer's failure to fulfill any of the terms or conditions of this Agreement or by reason of any untrue statement made herein or any breach of the representations and warranties made herein or in any document provided to Company.

7.10. Buyer understands, agrees, accepts and realizes all provisions of this Agreement and the obligation to perform them.

7.11. The Company hereby represents and warrants to Buyer that the statements contained in the following paragraphs of this Section are all true and correct as of the date of this Agreement.

Si entramos en una fase de quiebras los tokens serán redimidos

7.12. Whether Company becomes financially unsustainable, and therefore is forced to close, the amount of Ethers (ETH), Bitcoin (BTC), Bitcoin Cash (BCH), Litecoin (LTC) invested by Buyer will not be returned; however, Company, after informing to Buyer with sufficient time in advance, will open a period of redemption for Buyer to redeem its Gemeras for emeralds. The Gemeras not changed during that redemption period will lose all their value.

7.13. All corporate and legal action on the part of Company, its officers, directors and affiliates necessary for the execution and delivery of this Agreement, the Gemeras issuance and the performance of Company's obligations hereunder have been taken.

7.14. No consent, approval, order or authorization of or designation, registration, declaration or filing with any federal, state, local or other governmental authority on the part of Company is required in connection with the valid execution and delivery of this Agreement and the Gemeras.

7.15. Without limiting the foregoing, Company does not represent or warrant that the process of purchasing the Gemeras or receiving Gemeras be interrupted or error-free.

7.16. No Claim, Loan or Ownership Interest. The purchase of Gemeras: (i) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (ii) is not a loan to Company; and (iii) does not provide Buyer with any ownership or other interest in Company.

7.17. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase Gemeras are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use Gemeras to finance, engage in, or otherwise support any unlawful activities.

7.18. All payments by Buyer under this Agreement will be made only in Buyer's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force.

7.19. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or Gemeras being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with Gemera, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of countrywide or territory-wide Sanctions.

Chapter 8. Limitation of liability, indemnification and disclaimers

8.1. Buyer expressly acknowledges, understands and agrees that Buyer purchases Gemeras at the Buyer's sole risk. Buyer agrees not to seek any refund, compensation or reimbursement from Company. The only case the Project would offer a refund is whether the Project does not reach the established soft cap during the first TGE.

8.2. The Company's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of Agreement, tort or otherwise, shall not exceed the total of the amounts paid to the Company pursuant to this Agreement. Neither the Company nor its representatives shall be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of this Agreement.

8.3. No failure or omission by the Parties in the performance of any obligation of this Agreement will be deemed a breach of this Agreement or create any liability if the same will arise from any cause or causes beyond the control of the Parties, including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; earthquake; accident; war; rebellion; insurrection; riot; and invasion. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical and shall promptly undertake all reasonable efforts.

8.4. To the fullest extent permitted by applicable law, Buyer releases Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or related to disputes between Buyer and the acts or omissions of third parties.

8.5. Indemnification. Buyer agrees to and shall indemnify, defend and hold Company and his agents, affiliates, agents, legal counsel, heirs, successors and assigns harmless at all times after the date of the Agreement from and against any and all actions, suits, claims, demands, debts, liabilities, obligations, losses, damages, costs, expenses, penalties or injury, suffered or incurred, arising from or related to:

- (a) any material misrepresentation by, or material breach of any representation or warranty of Buyer contained in this Agreement or any exhibit, certificate or other agreement or instrument furnished or to be furnished by Buyer hereunder;
- (b) Buyer's breach of or violation of this Agreement;
- (c) any nonfulfillment of any material agreement on the part of Buyer under this Agreement;

- (d) any alleged act or omission on the part of the Company occurring prior to, or subsequent to the Closing Date;
- (e) any and all actions, suits, claims, demands, debts, liabilities, obligations, losses, damages, costs, expenses, penalties or injury, which have been or may hereafter be asserted against the Company by any third-party;
- (f) any expenses, debts, obligations or liabilities of the Company incurred prior to the Closing Date;
or
- (g) any expenses, debts, obligations or liabilities of the Company incurred subsequent to the Closing Date.

8.6. Buyer expressly acknowledges, understands and agrees that Buyer is purchasing GEMERAS at the Buyer's sole risk and that GEMERAS are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by Company and Buyer shall rely on its own examination and investigation thereof.

8.7. COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND WITH RESPECT TO GEMERAS. COMPANY SPECIFICALLY DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

Chapter 9. Governing Law and Dispute Resolution.

9.1. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute").

9.2. If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 8.5 below.

9.3. Parties have the right to seek injunctive relief in court as provided in this Agreement for any dispute, controversy or claim arising out of or in relation to or connection with this Agreement, including without limitation any dispute as to the construction, validity, interpretation, enforceability or breach of this Agreement.

9.4. Any dispute arising out of or related to this Agreement is personal to Buyer and Company 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.

9.5. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE FINALLY SETTLED BY ARBITRATION IN ACCORDANCE WITH THE ARBITRATION RULES OF THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE. THE ARBITRAL TRIBUNAL SHALL BE COMPOSED OF THREE ARBITRATORS. THE SEAT OF ARBITRATION SHALL BE STOCKHOLM. THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH. THIS CONTRACT SHALL BE GOVERNED BY THE SUBSTANTIVE LAW OF ENGLAND AND WALES.

9.6. THIS AGREEMENT AND ALL ACTIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

Chapter 10. Risks.

10.1. Buyer has enough knowledge and experience in financial matters, as well as in blockchain technology and crypto token transactions.

10.2. Buyer acknowledges, understands and assume the following risks related with the purchase of Gemas, as well as all the other risks not included herein:

- a) Gemas are supported by Ethereum blockchain, and use a standard ERC 20 smart contract. Buyer must be aware of the functioning of this technology and the associated risks.
- b) Because Gemas are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on Gemas. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Gemas, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.
- c) As with other decentralized cryptographic tokens based on the Ethereum protocol, Gemas are susceptible to attacks by miners in the course of validating Gemas transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to Gemas, including, but not limited to, accurate execution and recording of transactions involving Gemas.
- d) In case Ethereum network presents failures, malfunction or critical vulnerabilities, and whether Company considers it totally necessary, a transition will be made to another blockchain platform that meets the requirements for the optimal continuation of the project, and a process for such migration will be designed.
- e) Hacking attack. Hacking or any other malicious activities may affect Gemera TGE or may cause the loss of Buyer's Gemas. In such event, Gemas may not be recovered. Company shall not be liable in any case for any losses caused by an attack. Company would however do its best effort to find a possible solution. Hackers may attempt to interfere with Gemas in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the project is based on open-source software, there is a risk that a third party may intentionally

or unintentionally introduce weaknesses into the core infrastructure of the project, which could negatively affect the project and Gemeras.

- f) Market associated risks. Company will not facilitate any secondary trading or external valuation of Gemeras. This could therefore create illiquidity risk with respect to Gemeras Buyer holds. Even if secondary trading of Gemeras 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 Gemeras (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.
- g) Private Keys. Gemeras will be allocated in the buyer's compatible digital wallet, for which a private key is required. The protection of the private key is sole responsibility of the Buyer; the loss of the private key will cause the Buyer not to be capable of having access to the Gemeras or make any transactions with them. Company does not have the capacity to recover the private keys, as so it does not have access to them.
- h) Loss of private keys. In case the Buyer loses the private keys to access the digital wallet, Company will not have the capacity to recover them; therefore it will not be possible for Buyer to use the Gemeras in any case, including transaction or redemption.
- i) Wallet compatibility. There are many incompatible wallets for the purchase of Gemeras. Buyer is aware of the compatible and incompatible wallets. Whether buyer uses incompatible wallets, the Gemeras purchased may disappear (for more information about wallet compatibility, please read the Company's FAQs).
- j) Compatible wallets. Company is not responsible whether the compatible wallets for the purchase of Gemeras suffer any vulnerability.
- k) In the Ethereum Main Network there may be ERC20 tokens or others with the same ticker symbol as Gemera (GEMA), but do not represent the Company neither its tokens. The official Gemera token address is 0xe9a2090557e9666676168cde58c8e18c5a03b2b7 User secures that the Gemeras acquired are linked to this contract.
- l) The Ethereum wallet to claim Gemeras cannot be for exchanges or multi signature wallets.
- m) To purchase Gemeras, Buyer cannot send any crypto-token different from Ether (ETH), BTC, BCH, LTC to the token addresses specified in www.gemera.io. This will cause the loss of those crypto-tokens.

- n) Risks Associated with Uncertain Regulations and Enforcement Actions. The regulatory status of Gemergas 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. 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 Gemergas. Regulatory actions could negatively impact Gemergas in various ways, including, for purposes of illustration only, through a determination that Gemergas are a regulated financial instrument that require registration or licensing. Company 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.
- o) Risks Associated with the Development and Maintenance. The project is still under development and may undergo significant changes over time. Although Company will take commercially reasonable steps toward those ends, Company may have to make changes to the specifications of Gemergas for any number of legitimate reasons. This could create the risk that Gemergas, as further developed and maintained, may not meet Buyer's expectations at the time of purchasing Gemergas. Furthermore, despite Company's good faith efforts to develop and maintain the project, it is still possible that the project will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the potential utility of Gemergas.
- p) Risk of an Unfavorable Fluctuation of Ether, Bitcoin, Bitcoin Cash and Litecoin. Company intends to use the proceeds from Gemergas's TGE to fund the maintenance and development of the project. The proceeds of the TGE of Gemergas will be denominated in Ether, Bitcoin, Bitcoin Cash, Litecoin, and may, at Company's discretion, be converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the TGE's period, Company may not be able to fund development, or may not be able to develop or maintain the project in the manner that it intended.
- q) Unanticipated Risks. Cryptographic tokens such as Gemergas are a new and untested technology. In addition to the risks above, there are other risks associated with the purchase, holding, and use of Gemergas, including those that Company cannot anticipate. Such risks

may further materialize as unanticipated variations or combinations of the risks mentioned above.

Chapter 11. Miscellaneous.

11.1. Miscellaneous regulatory compliance: To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

11.2. Amendments and waivers. No Waivers. The failure by Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit Company's right to enforce such right or provision at a later time. All waivers by Company must be unequivocal and in writing to be effective.

11.3. The provisions of this Agreement may only be amended or modified in a writing executed by each of the Company and Buyer.

11.4. Company may modify this Agreement at any time by posting a revised version on the website, available at www.gemera.io. The modified terms will become effective upon posting. It is Buyer's responsibility to check the website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

11.5. Entire Agreement. This Agreement shall constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

11.6. Survival. The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement. Company reserves the right to terminate this Agreement, in its sole discretion, in the event that Buyer breaches this Agreement. Upon termination of this Agreement all of Buyer's rights under this Agreement immediately terminate and Buyer is not entitled to a refund of any amount paid. The only case the Project would offer a refund is whether the established soft capt is not reached during the first TGE.

11.7. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.8. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument. This Agreement may be executed electronically.

11.9. Nothing in this Agreement and no action taken by the Parties shall constitute or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

11.10. All electronic communication according to this Agreement, including but not limited to notices, disclosures, facsimiles and emails between Parties, is deemed as a legal and binding communication.

APPENDIX B

RISK STATEMENT

NOTICE:

THIS DOCUMENT IS IMPORTANT. IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS DOCUMENT YOU SHOULD CONSULT WITH YOUR ACCOUNTANT, LEGAL ADVISER OR OTHER INDEPENDENT PROFESSIONAL ADVISER.

THIS DOCUMENT IS NOT A PUBLIC OFFER FOR INVESTMENT. IT IS DIRECTED ONLY TO KNOWLEDGEABLE INVESTORS WITHIN THE ETHEREUM NETWORK. THE TRADING OF CRYPTOCURRENCIES HAS POTENTIAL REWARDS, AND IT ALSO HAS POTENTIAL RISKS INVOLVED. TRADING MAY NOT BE SUITABLE FOR ALL PEOPLE. ANYONE WISHING TO INVEST SHOULD SEEK THEIR OWN INDEPENDENT FINANCIAL OR PROFESSIONAL ADVICE.

USER WARRANTIES

You warrant that you undertake to ensure to the best of your knowledge and belief and after due diligence; that no money laundering or other unlawful act is committed in connection with the using of www.gemera.io and, further, that no proceeds of any money laundering activities are used to invest in the TGE's period published on www.gemera.io. You further ensure that you are and shall always be compliant with all applicable anti-money laundering regulations at all times. In addition, you warrant that you will not, in connection with using www.gemera.io, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. You further warrant that no money paid to you as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of all applicable laws.

TECHNOLOGY

You have enough knowledge and experience in financial matters, as well as in blockchain technology and crypto-token transactions. You acknowledge, understand and assume the following risks related with the acquisition of Gemergas, as well as all the other risks not included herein:

- a) Gemergas are supported by Ethereum blockchain, and use a standard ERC 20 smart contract. User must be aware of the functioning of this technology and the associated risks.
- b) Because Gemergas are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on Gemergas. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Gemergas, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.
- c) As with other decentralized cryptographic tokens based on the Ethereum protocol, Gemergas are susceptible to attacks by miners in the course of validating Gemergas transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to Gemergas, including, but not limited to, accurate execution and recording of transactions involving Gemergas.
- d) Hacking attack. Hacking or any other malicious activities may affect Gemergas TGE or may cause the loss of User's Gemergas. In such event, Gemergas may not be recovered. Company shall not be liable in any case for any losses caused by an attack. Company would however do its best effort to find a possible solution. Hackers may attempt to interfere with Gemergas in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the project is based on open-source software, there is a risk that a third party may intentionally or unintentionally introduce weaknesses into the core infrastructure of the project, which could negatively affect the project and Gemergas.
- e) Market associated risks. Company will not facilitate any secondary trading or external valuation of Gemergas. This could therefore create illiquidity risk with respect to Gemergas User holds. Even if secondary trading of Gemergas 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 Gemeras (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

- f) Private Keys. Gemeras will be allocated in the user's compatible digital wallet, for which a private key is required. The protection of the private key is sole responsibility of the User; the loss of the private key will cause the User not to be capable of having access to the Gemeras or make any transactions with them. Company does not have the capacity to recover the private keys, as so it does not have access to them.
- g) Loss of private keys. In case the User loses the private keys to access the digital wallet, Company will not have the capacity to recover them; therefore it will not be possible for User to use the Gemeras in any case, including transaction or redemption.
- h) Wallet compatibility. There are many incompatible wallets for the acquisition of Gemeras. User is aware of the compatible and incompatible wallets. Whether user uses incompatible wallets, the Gemeras obtained may disappear (for more information about wallet compatibility, please read the Company's FAQs).
- i) Compatible wallets. Company is not responsible whether the compatible wallets for the acquisition of Gemeras suffer any vulnerability.
- j) In the Ethereum Main Network there may be ERC20 tokens or others with the same symbol as Gemera (GEMA), but do not represent the Company neither its tokens. The official Gemera token address is 0xe9a2090557e9666676168cde58c8e18c5a03b2b7 .
- k) Risks Associated with Uncertain Regulations and Enforcement Actions. The regulatory status of Gemeras 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. 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 Gemeras. Regulatory actions could negatively impact Gemeras in various ways, including, for purposes of illustration only, through a determination that Gemeras are a regulated financial instrument that require registration or licensing. Company 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.

- l) Risks Associated with the Development and Maintenance. The project is still under development and may undergo significant changes over time. Although Company will take commercially reasonable steps toward those ends, Company may have to make changes to the specifications of GEMERAS for any number of legitimate reasons. This could create the risk that GEMERAS, as further developed and maintained, may not meet User's expectations at the time of purchasing GEMERAS. Furthermore, despite Company's good faith efforts to develop and maintain the project, it is still possible that the project will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the potential utility of GEMERAS.
- m) Risk of an Unfavorable Fluctuation of Cryptocurrencies. Company intends to use the proceeds from selling GEMERAS to fund the maintenance and development of the project. The proceeds of the TGE of GEMERAS will be denominated in Ether, Bitcoin, Bitcoin Cash or Litecoin and may, at Company's discretion, be converted into other cryptographic and fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the TGE, Company may not be able to fund development, or may not be able to develop or maintain the project in the manner that it intended.
- n) Unanticipated Risks. Cryptographic tokens such as GEMERAS are a new and untested technology. In addition to the risks above, there are other risks associated with the acquisition, holding, and use of GEMERAS, including those that Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks mentioned above.

RISK OF DIFFERENT JURISDICTIONS

Different countries set their own rules for this kind of activity. You must understand that such provisions may affect the activities of our service in the various States.

RISK OF INSUFFICIENT ACTIVITIES

You must understand that there is a possibility of insignificant using of our service, or a period of time when www.gemera.io is being used or can be insignificantly used, what may affect the development and evolution of www.gemera.io.

SOLE RISK

Use of the website and the content available on the website is at your sole risk. You are responsible for taking all necessary precautions to ensure that any content you may obtain from the website is free of viruses. The website, its content and any services or items obtained through the website are provided on «AS IS» and «AS AVAILABLE» basis.

FORCE MAJEURE

GEMERA shall not be liable for any failure of or delay in the performance for the period that such failure or delay is

1. beyond the reasonable control of Gemera Project (embargoes, government and military acts, lack of energy),
2. materially affects the performance of any of its obligations under this agreement, and
3. could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

EMERALDS CONTINGENCIES

Although the physical emeralds are stored in a secure vault of a safe deposit box company in Hong Kong and are insured, GEMERA Project is not responsible of any extraordinary event that might cause loss, damage or destruction of the emeralds. However, Gemera Project has a special fund to cover certain contingencies.

FORWARD LOOKING STATEMENTS

This document or Terms and Conditions may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta”, “scheduled,”

“estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved.

Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of GEMERA Project to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

Although GEMERA Project believes it has a reasonable basis for making these forward-looking statements, readers are cautioned not to place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

FINAL RISK DISCLAIMER

Use of GEMERAS and acquiring GEMERAS may carry financial risk, and is to be used as an experimental software only. You acknowledge that purchasing GEMERAS (or any other digital tokens offered by the Company) involves risk and in no event shall the Company, the legally incorporated entity in BVI, be liable or responsible for any damages, claims, applications, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys’ fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, loss of cryptocurrency or digital assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to: this Warning, our Terms and Conditions; any service of the Company; the use of GEMERAS; any use of your digital assets or cryptocurrency by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as “Losses”).

WE ARE HEREBY RELEASED BY YOU FROM LIABILITY FOR ANY AND ALL LOSSES. WE DISCLAIM ANY AND ALL WARRANTIES OR GUARANTEES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY OR LOSSES ARE BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

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

Because Gemeras confer no governance rights of any kind with respect to the Project or Company, all decisions involving the Project or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Project, to sell more Gemeras for use in the Project, or to sell or even liquidate the Company. These decisions could adversely affect the Project and the utility of Gemeras that you hold.

APPENDIX C

PRIVACY AND COOKIES POLICY

This Policy is effective as of September 7th, 2018.

We provide this Privacy and Cookies Policy ("hereinafter – Policy") to inform users of our policies and procedures regarding the collection, use and disclosure of personally identifiable information received from users (hereinafter – “personal information” or “personal data”) of our website, located at www.gemera.io ("hereinafter – our site or Site").

BY USING OUR SITE, YOU ARE CONSENTING TO OUR PROCESSING OF YOUR INFORMATION AS SET FORTH IN THIS POLICY NOW AND AS AMENDED BY US.

Processing means using cookies on a computer or using or touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in British Virgin Islands. Your personally identifiable information will be processed and stored there under high privacy standards.

The content of this Policy is for your general information and use only. You acknowledge that this information may contain inaccuracies or errors and is subject to change and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

We make no warranty that all the content of our site are free from infection by viruses or anything else which has contaminating or destructive properties and shall have no liability in respect thereof.

You should note that certain links on our site may lead to resources maintained by third parties over whom we have no control. We accept no responsibility or liability for any of the material contained on third party websites, nor do we endorse the contents, views or opinions expressed or implied therein.

Parts of our site may contain advertising and other material submitted to us by third parties. Those third parties/advertisers are responsible for ensuring that such material complies with all legal requirements. We do not accept liability in respect of any advertisements.

If there are any material changes to this Policy, you will be notified by the posting of a prominent notice on our Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on this Policy.

Your continued use of our website constitutes your agreement to be bound by such changes to this Policy. Your only remedy, if you do not accept the terms of this Policy, is to STOP and discontinue use of and access to the Site and Services.

1. INTRODUCTORY

1.1. Please read this Policy carefully. It constitutes the integral part of the agreement between you (also, the "User") and Gemera Ltd. (also, the "Company").

1.2. This Policy describes the Company's privacy practices with regard to your Personal Data. Personal Data includes any data about you that specifically identifies you as an individual and information about your activities, such as information about your use of Company (also, the "Service"), when directly linked to personally identifiable information.

1.3. By using our Site, you accept this Policy and consent to the collection, storage, use, and disclosure of your Personal Data in accordance with this Policy and applicable legislation. You may withdraw your consent and require removal of your Personal Data by contacting us using the information in this paper.

2. COLLECTION

Our primary goals in collecting personally identifiable information are to provide you with services made available through our Site.

We may collect and process the following data about you:

- Information acquired/provided through our site. This includes information provided at the time of personalizing our site with your preferences, communicating, participating in social media functions or requesting any services.
- Optional marketing surveys for research purposes.
- Details of actions you carry out through our site.
- Details of your visits to our site including, but not limited to, your content, your traffic data, location data, weblogs and other communication data, and the resources that you access and/or provide to us.
- Details of your access to our webpages or other materials.
- Other information about yourself for specific purposes.
- We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers/partners. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

We may from time-to-time make certain information available to our strategic partners that work with us such as the following:

- Our various subsidiaries that support our site;
- Third party service providers supporting our business who provide services such as information processing, managing and enhancing customer data, providing customer service, assessing your interest in our products and services, and conducting customer research or satisfaction surveys;
- Third party service providers we partner with to provide you offers of additional products or services based upon your information.

We, our third party service providers, advertisers, advertising networks and platforms, agencies, and partners may also use cookies, pixels, web beacons and other technologies to collect various types of non-personal information for purpose of online behavioral advertising. This information will be not identified to a specific person and will be used for online behavioral advertising.

- 1) While you use or register with the Service, we may request to provide data which is necessary for the provision of services and use of the Service (name, e-mail address, cryptocurrency address, etc.).
- 2) We do not collect your Personal Data when you provide us such data via the contact form on our Service.
- 3) When user wants to redeem the Gemera tokens for emeralds, Company can request additional personal data, including, but not limited to copy of passport or ID and a utility bill (for proof of address).

2.1. SOCIAL NETWORKING

Our Site visitors may have the option to share some content they like with their friends on social networks such as Facebook, Twitter, LinkedIn. etc.

Our Site may permit additional interactions between it and a third party website, service, or other content provider, such as enabling you to “like” or share, enabling us to post or share your site content to a third party social network service, etc.

If you “like” or share content, or to otherwise share information from or via our site with a third party site or service, that information may be publicly displayed, and the third party may have access to information about you and your use of our site (and we may have access to information about you from that third party).

These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Your interactions with third parties through a

social network service or similar features are governed by the respective privacy policies of those third parties.

You represent that you are entitled to use your social network service account for the purposes described herein without breach by you of any of the terms and conditions that govern the social network service, and without obligating us to pay any fees or making us subject to any usage limitations imposed by such social network service.

Note that the information we collect from and through a social network service may depend on the privacy settings you have set and the permissions you grant to us in connection with linking your account to the social network service.

Please note that your relationship with any social network service is governed solely by your agreement(s) with such service. If your social network account terminates, then functions enabled through the link our site and your social network account will terminate as well.

2.2. LOG DATA

When you visit our Site, our servers automatically record information that your browser sends whenever you visit a website ("Log Data"). This Log Data may include information such as your IP address, browser type or the domain from which you are visiting, the web-pages you visit, the search terms you use, and any advertisements on which you click.

For most users accessing the Internet from an Internet service provider the IP address will be different every time you log on. We may use any log data to monitor the use of our site and our online services.

We do not associate your IP address with any other personally identifiable information to identify you personally.

3. USE OF INFORMATION

We may use your Personal Data for the following purposes:

- Proper provision of our services;
- Registration, creation, management and maintenance of an account;
- Processing of your inquiries and operations as to our Service;
- Analyzing and understanding our audience for the purposes of improving the Service;
- Preventing, detecting and investigating potentially prohibited or illegal activities, including fraud;
- Investigate violations of this Policy and/or Company's Terms and Conditions (<https://src.gemera.io/src/Terms-and-Conditions.pdf>) or enforce it (them), as well as to protect our interests and rights.

Sending you marketing emails with the information about our Services that we deem to be interesting for you. You may opt out of such emails by sending the respective request to us or by clicking the respective link in the email.

3.1 USE OF CONTACT INFORMATION

In addition, we may use your contact information to market to you, and provide you with information about, our online products and services.

If you decide at any time that you no longer wish to receive such information or communications from us, please, follow the unsubscribe instructions provided by us.

4. INFORMATION SHARING AND DISCLOSURE We will not disclose Personal Data to any third parties, unless otherwise is set out by applicable law.

We do not share Personal Data with companies, organizations and individuals outside of the Company otherwise than:

a) with your consent: we will share Personal Data with companies, organizations or individuals outside of the Company when we have your consent to do so. We require opt-in consent for the sharing of any sensitive Personal Data.

b) for external processing: we provide Personal Data to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Policy and any other appropriate confidentiality and security measures;

c) for legal reasons: we will share Personal Data with companies, organizations or individuals outside of the Company if we have a good-faith belief that access, use, preservation or disclosure of the such data is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request;
- enforce applicable legislation, including investigation of potential violations;
- detect, prevent, or otherwise address fraud, security or technical issues;
- protect against harm to the rights, , our users or the public as required or permitted by appropriate law.

If the Company is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any Personal Data and give affected Users notice before Personal Data is transferred or becomes subject to a different privacy policy.

WE MAY DISCLOSE ANY INFORMATION ABOUT YOU TO GOVERNMENT OR LAW ENFORCEMENT OFFICIALS OR PRIVATE PARTIES AS WE, IN OUR SOLE DISCRETION, BELIEVE NECESSARY OR APPROPRIATE TO RESPOND TO CLAIMS, LEGAL PROCESS (INCLUDING ANY SUBPOENAS), TO PROTECT THE PROPERTY AND RIGHTS OF US OR A THIRD PARTY, THE SAFETY OF THE PUBLIC OR ANY PERSON, TO PREVENT OR STOP ANY ILLEGAL, UNETHICAL, OR LEGALLY ACTIONABLE ACTIVITY, OR TO COMPLY WITH THE LAW.

We are very concerned about safeguarding the confidentiality of your personal data. We employ administrative, physical and electronic measures designed to protect your information from unauthorized access.

We will make any legally-required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored personal data to you via email in the most expedient time possible and without unreasonable delay, consistent with

- the legitimate needs of law enforcement; or
- any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

We will never send you spam emails but you may receive essential service related emails from us. Unless you expressly agree that we may do so, we will never supply, sell or rent your email address to any third party and you will not receive emails that relate to other services or offerings from us.

5. THIRD PARTIES' SERVICES

- 1) We do not sell, provide on lease or share any Personal Data of the Users to third parties.
- 2) Our Service may contain links to and from third parties' websites, apps or other services (including social media). If you follow a link to any of them, please note that those websites have their own privacy practices. We shall not be liable for the respective policies and any collection, use or disclosure of your Personal Data in accordance thereto. Please check the third parties' policies before you submit any Personal Data to their services.
- 3) When we use third-party vendors to perform certain services on behalf of us, such as hosting the site or application, analytical or other services, such third-party vendors may collect or have access to information about you (for example, automatically collected information through tracking technologies). Please recognize that we and/or our vendors may store this information and share this information with third parties as necessary to provide you with our services.

We engage certain trusted third parties to perform functions and provide services to us, including, without limitation, payment providers, hosting and maintenance, customer relationship, database storage and management, and direct marketing campaigns.

We will share your personally identifiable information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data.

Our payment processing partner may request that you provide certain Personal Data (e.g., a valid government issued ID, your legal name, address, and date of birth, banking credentials, etc.) for the purpose of making payment through its financial institutions and complying with any applicable laws and regulations. They may also communicate directly with you regarding any issues as to a payment. Any information provided to such third party will be confidential and only be used for intended purposes.

Some of the advertisements you may see on our Site are selected and delivered by third parties, such as ad networks, advertising agencies, advertisers, and audience segment providers. These third parties may collect information about you and your online activities, either on our site or on other websites, through cookies, web beacons, and other technologies in an effort to understand your interests and deliver to you advertisements that are tailored to your interests.

PLEASE REMEMBER THAT WE DO NOT HAVE ACCESS TO, OR CONTROL OVER, THE INFORMATION THESE THIRD PARTIES MAY COLLECT. THE INFORMATION PRACTICES AND POLICIES OF THESE THIRD PARTIES ARE NOT COVERED BY THIS POLICY.

Our website may contain links to other websites. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party.

We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personally identifiable information from you.

Other sites follow different rules regarding the use or disclosure of the personally identifiable information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

6. DATA STORAGE AND SECURITY AND CROSS-BORDER TRANSFER

1) We will use all reasonable measures to protect your Personal Data from unauthorized access, alteration, disclosure or removal. The Service is equipped with the means of security and protection of your Personal Data.

2) Immediate access to your Personal Data is allowed only to us and persons authorized by us and involved in the maintenance of the Service. Such persons will strictly keep confidentiality of and prevent unauthorized third-party access to your Personal Data.

3) Please remember that our Service (and your Personal Data) may be hosted on a server outside your home country. Supplying us with your Personal Data, you permit its transfer outside the country, within the bounds of use of such Personal Data in accordance with the applicable law.

4) We emphasize that none of the existing ways of data transfer can be absolutely safe. The Company does not guarantee the absolute security of data in case of unauthorized access of the third parties.

5) We shall not be responsible and will be indemnified for unlawful acts of third parties, hackers, intruders, and other offenders of applicable legislation that can violate the provisions of this Policy and try to collect, either fully or in part, your Personal Data and to use it for personal advantages.

7. CHILDREN'S PRIVACY

1) We do not collect, use or share the Personal Data of children (under the age under the applicable law). You must be legal adult to access to our Service under the applicable law and the law of the country where you are located.

2) While individuals under the childhood age may use the Services, they shall do so only with the involvement, supervision, and approval of a parent or legal guardian. At any case, we are committed to comply with applicable laws and requirements of the residence country.

8. COOKIES

To ensure that our Service functions properly, we may use various tracking technologies like cookies, web beacons or similar technologies. By using our Service, you provide us your consent for our using of cookies and similar tracking technologies under the terms hereof. Our Site uses cookies to distinguish you from other users of our web site. This helps us provide you with a good experience when you browse our site and also allows us to improve our site.

Many jurisdictions require or recommend that website operators inform users/visitors as to the nature of cookies they utilize and, in certain circumstances, obtain the consent of their users to the placement of certain cookies.

This Policy provides you with clear and comprehensive information about the cookies we use and the purposes for using them.

8.1. WHAT IS COOKIE?

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon as you visit our Site.

Cookies are small data files that are commonly stored on your device when you browse and use websites and online services. They are widely used to make websites work, or to work more efficiently, as well as to provide reporting information and assist with service or advertising personalization.

Some of the cookies will only be used if you use certain features or select certain preferences, and some cookies will always be used.

Web beacons, tags and scripts may be used in the site or in emails to help us to deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon.

We may receive reports based on the use of these technologies by our service/analytics providers on an individual and aggregated basis.

8.2. KEY CONCEPTS

Whether a cookie is 'first' or 'third' party refers to the domain placing the cookie.

- First-party cookies are those set by a site that is being visited by the user at the time (e.g. cookies placed by www.gemera.io).
- Third-party cookies are cookies that are set by a domain other than that of the site being visited by the user. If a user visits a site and another entity sets a cookie through that site, this would be a third-party cookie.
- Persistent cookies: these cookies remain on a user's device for the period of time specified in the cookie. They are activated each time that the user visits the site that created that particular cookie.
- Session cookies: these cookies allow site operators to link the actions of a user during a browser session. A browser session starts when a user opens the browser window and finishes when they close the browser window. Session cookies are created temporarily. Once you close the browser, all session cookies are deleted.

The site may include any third party social media features, such as “like” button, and third party widgets, such as “retweet” that run on our Site.

These features may collect your IP address, which page you are visiting on our site, and set a cookie to enable the feature to function properly.

Your interaction with these features is governed by the privacy policy of the third party company providing it.

8.3. HOW TO DELETE AND BLOCK OUR COOKIES

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. **However, if you use your browser settings to block all cookies (including essential cookies), you may not be able to access all or parts of our site.**

Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon as you visit our site.

8.4. CHANGING YOUR COOKIE SETTINGS

Please note that internet browsers allow you to change your cookie settings. These settings are usually found in the 'options' or 'preferences' menu of your internet browser. You should use the 'Help' option in your internet browser for more details.

By continuing to use our website, you are agreeing to our placing cookies on your computer in order to analyze the way you use our website. If you do not wish to accept cookies in connection with your use of our website, you must stop using it immediately.

8.5. YOUR CONSENT

By continuing to use our Site, you are agreeing to our placing cookies on your computer in order to analyze the way you use our Site. Please read this Policy carefully for more details about the information we collect when you use this site.

IF YOU DO NOT WISH TO ACCEPT COOKIES IN CONNECTION WITH YOUR USE OF OUR SITE, YOU MUST STOP USING OUR SITE.

If you wish to withdraw your consent at any time, you will need to delete your cookies using your internet browser settings.

8.6. WHAT COOKIES DO WE USE?

To find out about specific cookies we use on this site, please see below. The cookies used on our site are categorized as follows:

- Performance;
- Marketing and targeting;
- Analytics.

Performance cookies collect information about how you use our site – e.g. which pages you visit and if you experience any errors.

These cookies do not collect any information that could identify you and are only used to help us improve how our site works, understand what interests our users and measure how effective our content is. We use performance cookies to provide us anonymous statistics on how our site is used and help us improve the site by measuring any errors that occur.

By using our site, you accept the use of “Performance” cookies. Accepting these cookies is a condition of using our site, so if you prevent them we cannot guarantee how our site will perform for you.

Marketing and targeting cookies are placed by third party advertising platforms or networks in order to deliver ads and track ad performance, and or enable advertising networks to deliver ads that may be relevant to you based upon your activities (this is sometimes called “behavioral” or “targeted” advertising) on our site. They may subsequently use information about your visit to target you with advertising that you may be interested in, on our site and other websites.

Analytics cookies track information about visits to our site so that we can make improvements. For example: analyze user and user behavior so as to provide more relevant content or suggest certain activities. They collect information about how visitors use our site, which site the user came from, the number of each user’s visits and how long a user stays on the site.

We might also use analytics cookies to test new ads, pages, or features to see how users react to them.

To provide website visitors the ability to prevent their data from being used by Google Analytics, Google has developed the Google Analytics opt-out browser add-on for the Google Analytics JavaScript (ga.js, analytics.js, dc.js). If you want to opt-out, download and install the add-on for your web browser.

The Google Analytics opt-out add-on is designed to be compatible with Chrome, Internet Explorer 11, Safari, Firefox and Opera. In order to function, the opt-out add-on must be able to load and execute properly on your browser.

BY CONTINUING TO USE OUR SITE AND SITE ONLINE SERVICES, YOU CONSENT TO THE SETTING OF COOKIES AS DESCRIBED ABOVE (EXCEPT TO THE EXTENT YOU HAVE MODIFIED YOUR BROWSER SETTINGS TO REJECT COOKIES).

8.7. THIRD PARTY APPLICATION FORMS

Some online forms linked to or from our site may be operated by third party service providers who may use cookies to enable you to complete the registration process and/or to log into and access your account.

9. AMENDMENTS TO THIS POLICY

We reserve the right to change this Policy occasionally to meet the requirements and standards; each version will apply to information collected while it was in place. If this happens, we will post the new Policy on our site and any modifications will be effective on the day they are posted.

You are encouraged to frequently visit these sections in order to be updated about the changes on our site. It is your responsibility to ensure you regularly check our website policies to familiarize yourself with their terms and check any updates.

BY CONTINUING TO USE OUR SITE, YOU WILL BE DEEMED TO HAVE ACCEPTED OUR PRIVACY AND COOKIES POLICY AND SUCH CHANGES IN FULL.