

Scorum Ltd.

TERMS OF TOKEN CROWDSALE

These Terms of Token Crowdsale are effective as of 14th January, 2018

INTRODUCTION

Please read these Terms of Token Crowdsale carefully. By making a contribution to Scorum Limited, a limited company organized under the laws of Gibraltar (the "Company" or "Scorum", "We") with a purpose of the purchase of Scorum Coin tokens ("SCR", "SCR tokens" or "Tokens") during the token sale period you will be bound by these terms and conditions of Token sale.

These Terms of Token Crowdsale (the "Terms"), Privacy Policy and any terms and conditions published from time to time on the Website (being <https://www.scorumcoins.com>, the Crowdsale Landing page, all subdomains and all their respective pages) constitute the legal relationship and agreement between you, ("You" or the "User"), and the Company, in respect of your participation in the Token Crowdsale, receiving and holding Tokens, and your use of the Website. Each of You and Company is a "Party" and, together, the "Parties".

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. If You have any questions regarding these Terms, please contact us at info@scorumcoins.com.

These Terms does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. These Terms 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. These Terms have not been and will not be submitted to, registered with, reviewed or verified by any regulatory authority in any jurisdiction.

Acquisition of SCR tokens does not present an exchange of cryptocurrencies for any form of ordinary shares, and holder of any tokens, issued by Scorum Limited is not entitled to any guaranteed form of dividend or other revenue right. The Users will not have any influence on the corporate management of the Company, apart from certain community voting rights described in the White Paper. The Tokens are not intended to be a digital currency, security, commodity, bond, debt instrument or any kind of financial instrument or investment carrying equivalent rights, nor are the Tokens intended to represent any form of money or legal tender in any jurisdiction, nor any representation of money (including electronic money). Accordingly, any protections offered by applicable law in relation to the purchase, holding and/or sale of the instruments and/or investments referred to in this Section shall not apply to any contribution made under

these Terms for the purchase of Tokens or to your holding or sale of Tokens.

By visiting, accessing or using the Crowdsale Landing page, You have indicated that You 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 the Company reserves the right to change any of these Terms at any time. You can always find the latest version of these Terms here on this page.

If You do not agree to these Terms of token sale, do not make any contribution to the Company and do not purchase SCR tokens.

These Terms shall be effective and legally binding until the Parties fully fulfill their obligations. Part of these Terms, concerning the Token Crowdsale shall remain effective until February 12, 2018.

The Company has the right to refuse to perform these Terms unilaterally out of court.

You and the Company agree as follows:

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

- “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;
- “Prohibited Jurisdictions” mean certain jurisdictions and/or territories, specified as prohibited or similar in Scorum’s sole discretion. At the moment of the Token Crowdsale the list of Prohibited Jurisdictions includes the People’s Republic of China and the Republic of Korea and any other jurisdiction or country where the Token Crowdsale would be contrary to any law or regulation or require any registration, licensing or other authorization and may be amended from time to time. Scorum has the right to change the list of the Prohibited Jurisdictions in Scorum’s sole discretion at any time and include the certain jurisdiction in these Terms.
- “Token Crowdsale”, “Token Sale” means a sale of the cryptographic tokens to the eligible public via a Crowdsale Landing page.
- “Whitepaper” is an informational document issued by Scorum, highlighting the features of the Platform, available for download at Crowdsale Landing page.

1. PLATFORM. SCR AND SP TOKENS

- a. Scorum Platform (or “Platform”) will be a sports media platform with Blockchain integration. It is a new type of publishing platform that rewards its active users with the help of the Scorum cryptocurrency (“SCR”) and internal tokens Scorum Power

("SP"). Website of the Platform is scorum.com ("Platform Website").

- b. Scorum Platform economic model is based on the following principles: the support of cryptocurrency by real economy and fair distribution of benefits between all stakeholders.
- c. Cryptocurrency Scorum Coin ("SCR") and tokens Scorum Power ("SP") support the functionality of the internal economy of the Platform.
- d. Scorum Coin ("SCR") is a freely available cryptographic token that is expected to be bought or sold at a third party exchange as well as transferred to other users.
- e. SCR is intended to be used:
 - 1. At cryptocurrency exchanges where it will be possible to exchange SCR for other tokens. SCR rate is set by market supply and demand.
 - 2. At Scorum Platform:
 - i. Goods of partners will be available for purchase payable with SCR. For instance digital content, goods, livestreams, tickets for sports events, etc. The list is open-ended and approximate and can be changed at the sole discretion of the Company.

A discount may be given to those paying in SCR instead of another currency.

- ii. Payments in SCR will be possible when purchasing internal advertising with payment for clicks.
- iii. SCR will have circulation at an integrated commission free sports betting exchange.
- f. Scorum Power ("SP") is an internal token of the Platform with a price in direct correlation (1:1) to SCR price. It provides security from fake registration. It is also essential to ensure technical interworking between users of the system.
- g. SP tokens are only used inside Platform for rewards of users from corresponding pools, including bounty programs. Apart from that, they are essential for a range of technical interactions between system users.
- h. SP tokens are not listed during the current Token Crowdsale and are not regulated under the Terms.

2. SCOPE OF TERMS

- a. Unless otherwise stated herein, these Terms govern only your purchase of SCR tokens from the Company during the Sale Period (as defined below).
- b. Conditions of any use of SCR, SP tokens in connection with Platform, including

acting as validators, use of certain investment mechanisms provided by the Platform, as well as any conditions and terms of Platform-based investment actions, will be governed primarily by other applicable terms and policies, including our privacy policy, which will be available on the Platform Website <https://scorum.com> (collectively, the **“Platform Terms and Policies”**). The Company may add new terms or policies to the Platform Terms and Policies in its sole discretion, and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein.

- c. To the extent of any conflict with these Terms, the Platform Terms and Policies shall control the use of SCR and SP tokens in connection with any activities made within the Platform.

3. TOKENS ACQUIRING AND DISTRIBUTION

- a. During the Token Crowdsale, after the User transfers the funds, the corresponding note will be included in the Scorum’s Blockchain. The User will manage and control his balance with the help of the private key on the Platform Website. The private key will be generated in the User’s purchaser account on the Website.
- b. The maximum hard cap of this Token Sale remains unchanged – it is USD \$17,000,000 (seventeen million), and equals to 20,000,000 (twenty million) SCR. Any fiat currency equivalents are provided here and throughout for informational purposes only. No fiat currency will be accepted during the Token Sale.
- c. The undistributed during the Token Sale SCR tokens, within 1 (one) year will be converted into SP tokens at the following exchange rate: 1 SCR = 1 SP. During the one-year period mentioned above in the current paragraph, Scorum will partly sell the undistributed Tokens at the exchanges. Scorum will not hold, keep, preserve the undistributed during the Token Sale SCR tokens.
- d. The Token Crowdsale will run for 28 (twenty eight) days, starting from January 14, 2018, 16:00 (GMT) and ending either on February 11, 2018, 16:00 (GMT) (the “Sale End Date”) or on the date when the cap amount of SCR tokens equal to USD \$17,000,000 (seventeen million) has been sold, whichever is earlier (the “Sale Period”).
- e. Scorum reserves the right to change the start date of the Token Crowdsale as well as the right to extend the sale duration for any reason, including the unavailability of <https://scorumcoins.com> or other unforeseen security or procedural issues. Although Scorum does not currently anticipate doing so, it also reserves the right to shorten the sale duration or cancel it for any reason. You agree not to send any contribution during the suspension of the Token Crowdsale or after its cancellation and accept the risk that any contribution sent during such time may be lost in its entirety.

- f. The value proceeds of the Token Crowdsale will be used for the further development and advancement of the Platform after the Sale End Date of the Token Crowdsale.
- g. The User understands that Scorum will not provide any refund of the purchase price for SCR under any circumstances and/or conditions, including, but not limited to for the following reasons: misunderstanding of the Whitepaper or Terms; because of the changes in User's wellbeing; discrepancy in expectations of the User; disappointment in the Blockchain technology, in the Token Crowdsale or in the Platform; obtainment of any types of consultations, advice or recommendations etc.
- h. Notwithstanding any provision in these Terms, Scorum is not obliged or committed to sell any or all of the SCR during the Token Crowdsale, and reserves the right to terminate the Token Crowdsale or otherwise alter the allocation and price of SCR as it deems fit without prior notice. Scorum reserves the right to pause the Token Crowdsale. Scorum does not expect to make such changes or take such action, but may do so in exceptional and unforeseen circumstances beyond the control of the Company, e.g. a large change in ETH and/or BTC price, DDoS attacks, network overload or any other reason.

4. PURCHASE AND SALE OF TOKENS

- a. The USD price per Token is \$1 ("Price Per Token"). While the Price Per Token is set in USD, You must pay for Tokens either in Ethereum ("ETH") or in Bitcoin ("BTC") (a "Payment Currency"). Any fiat currency equivalents are provided here and throughout the Terms for informational purposes only. No fiat currency will be accepted.
- b. All the relevant and up-to-date information about all the possible discounts concerning the SCR token purchase will be published on the Website.
- c. Purchase procedure. Those wishing to purchase SCR tokens will have to go through the following steps:
 - i. Registration on the Website and creation of your personal User's account ("User Account"). Provision of the information, required for the creation of User Account is regulated by the Section "Privacy Policy" and the information, contained in the notifications, suggested on the Website during the registration procedure.
 - ii. In the User Account You will be allowed to choose the suitable amount of SCR tokens You would like to buy. The system will approximately calculate the necessary amount either of ETH or BTC required for the chosen amount of SCR purchase. We reserve the right, in our sole discretion, to modify any of the procedures described herein to account for network congestion or other technical challenges.
 - iii. After all the calculations are performed You will be suggested to read, view, get acquainted with the Terms. After You confirm, that You have read the Terms, the

unique Scorum's digital wallet address will be generated and displayed for You, so as You can perform the payment. We use unique digital wallet addresses so as to trace your personal activity in the User Account.

- iv. After the payment is performed, the information about the purchase of the SCR from your User Account will be included in the Scorum's Blockchain. The Company will keep a record of each transfer or payment received by the Company within the sale (whether in ETH or BTC) including (i) payment currency; (ii) amount received; (iii) the time the transfer had been received; (iv) wallet address from which the payment had been sent. In Your User Account You will also be granted with the opportunity to form the unique code, required to transfer, use SCR in Your User Account ("Token Code").
- v. After the Token Crowdsale is finished, and Scorum's Blockchain is developed, Your purchased SCRs will be transferred to Your wallet on the Platform Website. The Company will deliver the quantity of Tokens You purchase to your account on the Platform Website.
- vi. To gain the opportunity to use, transfer the Tokens on the Platform Website You will need to:
 - provide Scorum with Your personal data, required for the compliance with the KYC ("Know Your Customer") and AML ("Anti-Money Laundering") policy in the countries Scorum operates, in accordance with the Section "Privacy Policy". If You are not providing Scorum with the required personal data, Scorum has the right to restrict and limit Your rights to use and transfer SCR, until such information will be provided;
 - use the Token Code, generated in your User Account. Information about the availability of Token delivery will be published on the Website.
- d. You agree not to share your information concerning the User Account and unique digital wallet address provided in the User Account, the Token Code with any other person for the purpose of facilitating their unauthorized access to the Token Crowdsale. If You do share your information concerning the User Account and unique digital wallet address provided in the User Account, the Token Code with any other person We will consider their activities to have been authorized by You. You alone are responsible for any acts or omissions that occur during the Token Crowdsale through the use of your information concerning the User Account and unique digital wallet address provided in the User Account, the Token Code. We reserve the right to suspend or block your access to the Token sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone using your information concerning the User Account and unique digital wallet address provided in the User Account, the Token Code.
- e. Scorum will perform the Token Crowdsale only via the Website. The only official and authorised Website URL operated by Scorum is <https://www.scorumcoins.com>. You

must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

5. CANCELLATION. REFUSAL OF PURCHASE REQUESTS. TAXES.

- a. Subject to otherwise expressly provided in this, all purchases of SCR tokens from the Company during the Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation.
- b. The Company reserves the right to refuse or reject any contributions made at any time in its sole and absolute discretion. To the extent that the Company refuses or rejects a transfer from the Purchaser, the Company will exercise reasonable endeavors to procure that the transferred amount is returned to the Purchaser, however, We do not warrant, represent or offer any assurances that We will successfully be able to recover and/or return any such transfers.
- c. **Taxes.** Any amounts that you pay for tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the your purchase of tokens.

6. ELIGIBILITY

- a. You are not eligible and You are not allowed to purchase any SCR tokens if You are a citizen and/or resident (tax or otherwise) of Prohibited Jurisdictions, and/or You are located in Prohibited Jurisdictions.
- b. To remove any doubt, this restriction also applies to residents and citizens of other nations while located in a Prohibited Jurisdiction, and the fact that the Token Crowdsale is accessible in any such Prohibited Jurisdiction, or that the Website allows the use of the official language of any such Prohibited Jurisdiction, shall not be construed as a permission to take part in the Token Crowdsale.
- c. Any attempt to circumvent this restriction, for example – by using a VPN, proxy or similar service that masks or manipulates the identification of Your real location, or by otherwise providing false or misleading information regarding Your citizenship, location or place of residence, is a breach of these Terms and may constitute an unlawful act under the applicable law.

7. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

- a. You acknowledge and agree that there are the following risks associated with purchasing, owning, and using Tokens:

- Tokens carry risks. Prior to receiving Tokens, You should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to You, You should not purchase Tokens. By participating in the Token Crowdsale, making payments to Scorum, or receiving and holding Tokens, You acknowledge and agree that You do understand the risks described below and that, to the extent permitted by applicable law, You agree that no other party may be held liable for any Loss arising out of, or in any way connected with your participation in the Token Crowdsale, payments to Scorum, or receiving and holding Tokens or such risk.
- Regulatory action in one or more jurisdictions. Cryptocurrencies, cryptographic tokens, blockchainbased software systems, and sports betting, virtual tokens betting portals have been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. Scorum's Token Crowdsale and Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Scorum to develop the Platform. While the Company has made every effort to provide a realistic estimate, there is also no assurance that the tokens raised in the Token Crowdsale will be sufficient for the development of the Scorum platform and/or for the proper structuring and licensing of the anticipated betting exchange platform. Also due to the uncertain state of regulation on a global scale in the field of virtual token betting, we cannot guarantee the legality of Scorum betting exchange platform or ability to structure and license a future betting exchange platform based on our betting exchange platform in any given jurisdiction. For the foregoing or any other reason, the development of the Scorum's betting exchange platform and launch of the anticipated Scorum's betting exchange platform may not be completed and there is no assurance that it will be launched at all. As such, distributed SCR Tokens may hold little worth or value, and this would impact its trading price, as well as SCR Tokens may not be used at the betting exchange.
- Theft. Hackers or other groups or organizations may attempt to steal Tokens.
- The risk of loss in acquiring SCR tokens may be substantial and losses may occur over a short period of time;
- The price and liquidity of SCR tokens may be subject to large fluctuations in the future. The Company does not promise, and none of the provisions of these Terms shall not be interpreted in a way, that SCR guarantees to its holder any income, profit, benefit, as well as the Company does not guarantee any SCR's liquidity in the future. If should not purchase the Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time. If You do so regardless, You assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the Tokens are not offered by the Company or its affiliates on an investment or speculative basis. You further acknowledge that any funds You consider to be contributed to the Company in

exchange for Tokens, or the Tokens will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Gibraltar Deposit Guarantee Scheme, the Gibraltar Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Gibraltar;

- Risk of Hard Fork. The Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to the SCR may be required (hard-fork of SCR) and if You decide not to participate in such upgrade, You may no longer be able to use Your SCR and any non-upgraded SCR may lose their functionality in full;
 - Other risks, mentioned in the file "[RISK FACTORS](#)", available on the Website.
- b. By purchasing tokens, You expressly acknowledge and assume these risks.
 - c. SCR 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 SCR 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.
 - d. You acknowledge and agree to participate in Token Crowdsale and purchase SCR tokens 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 SCR 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 using any of Scorum services. Seek advice from an independent financial advisor if You have any doubts.
 - e. None of the information contained in this Terms constitute an offer to sell any security, financial instruments, or a solicitation of an offer to buy any security, financial instrument, or an advice or recommendation with respect to such financial instruments.
 - f. SCR tokens do not grant to their owners any equity rights, corporate Company controlling or managing rights, dividend rights, the right to receive the property of the Company when it is liquidated and any other rights essentially similar to shareholder's rights of the Company.

8. SECURITY

- a. You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism You use to receive and hold Tokens purchased

from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, You may lose access to your Tokens.

- b. Scorum shall not be held liable for the wallet of any User being hacked, stolen or lost, in which case the delivery of purchased SCR could fail, become impossible or be sent in error.

9. REPRESENTATIONS AND WARRANTIES

- a. To acquire SCR during the Token Crowdsale, each User shall represent and warrant to Scorum and its affiliates that:
 - All the information submitted by the User to Scorum is true, complete, valid and non-misleading;
 - the User understands Blockchain, distributed ledger technology and crypto-tokens and is fully aware of the risks associated with the Token Crowdsale;
 - the User's acquiring of SCR 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 each jurisdiction to acquire of SCR and is legally permitted to acquire, receive and hold crypto-tokens;
 - making a contribution and receiving Tokens under these Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which You may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which You may be subject in any relevant jurisdiction);
 - 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 Token Crowdsale;
 - You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
 - the User aims to acquire SCR during the Token Crowdsale primarily for its primary function as a cryptographic token (which are not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and do not necessarily have market value or transaction between peers) without expectation of any profit or financial yield and does not contemplate to use SCR for any financial, speculative, illegal or non-ethical purpose;

- the User is not acting as a nominee or agent for or on behalf of any third party. If You are purchasing Tokens on behalf of any entity, You are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by You or any other employee or agent of such entity.
 - any contribution to be made by You for the purchase of Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
 - You shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities;
 - your cryptocurrency shall be transferred to Company from a digital wallet that:
 - is registered in your name or in the name of a person who is duly authorized by You to transfer the cryptocurrency;
 - is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory".
- b. 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 a payment hereunder throughout the Token Crowdsale and onwards.
- c. Scorum does not make, and hereby disclaims, any representation or warranty with respect to SCR (including their respective merchantability or fitness for any particular purpose). Each User's decision to support the Token Crowdsale and purchase any SCR shall be made based on his/her own knowledge of SCR and the information disclosed on Token Crowdsale Landing page. Without prejudice to the generality of the foregoing, each User will accept any SCR on an "as is" basis, irrespective of the technical specifications, parameters, performance or function thereof.

10. TAXATION

- a. 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 Service 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.
- b. All User's factual and potential tax obligations are User's concern and Scorum is 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.

11. PRIVACY POLICY

- a. Scorum shall not use, process or transfer User`s personal data beyond the limits permitted by statute and/or laws. Unless You select otherwise, the information provided to Scorum will not be visible to the public or other community members.
- b. Before participating in the Token Crowdsale and/or acquiring SCR You might have to provide certain personal information about yourself (this may include, but is not limited to, your name, contact details, date of birth, residency, or any other information, that may be required to meet the legal requirements according to the applicable laws or regulations as of the moment of requesting the information) to enable us to verify your identity.
- c. Scorum may determine, in its sole discretion, the list of information, that shall be requested about You (this may include, but is not limited to, your name, contact details, date of birth, residency, or any other information, that may be required to meet the legal requirements according to the applicable laws or regulations as of the moment of requesting the information) in order to comply with the current or future applicable laws or regulations in connection with selling SCR tokens to you.
- d. You revocably agree to provide us all information, stated above, promptly upon request and acknowledge that Scorum may refuse to provide You with the right to use SCR tokens until You provide such requested information and Scorum has determined that it is permissible to provide You with the right to use SCR tokens under applicable laws or regulations. Definite information scope and the concrete tools, means of information request are defined in Scorum`s sole discretion after these Terms are deemed to be concluded and after the SCR tokens are purchased. Definite information scope and the concrete tools, means of information request may vary depending on the number of Tokens purchased or depending on the other circumstances, defined by Scorum.
- e. Apart from everything else, You agree that, in case if Scorum limits your rights to use SCR, because of the non-provision of the information, required under KYC policy in accordance with Scorum`s request, Scorum shall not be deemed to breach these Terms.
- f. Scorum performs KYC and AML procedures. If You supply Scorum with the personal information described above and any other personal data (including IP address), You agree that Scorum will therefore process your information for AML purposes, and can provide your information to the state authorities in the countries Scorum operates.
- g. In accepting these Terms, You acknowledge and guarantee that the ETH and BTC

funds that will be transferred to the Company for SCR token purchase, are not obtained by criminal means, and that your SCR token purchase is not aimed at money laundering. You hereby authorize Scorum to, directly or through third parties, make any inquiries We consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public domains or reports, and to take any action We reasonably deem necessary based on the results of such inquiries or reports. You further authorize any and all third parties to whom such inquiries or requests may be directed to fully respond to such inquiries or requests.

- h. The data that Scorum collect from the User will be transferred to, and stored at, in the EU and may be transferred and/or stored to other places outside the European Economic Area (EEA). It may also be processed by staff, operating outside the EEA, who works for Scorum or for one of its service providers.
- i. Company will process your Personal Data in accordance with the Data Protection Act 2004, as may be amended (“Data Protection Act”), and You agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:
 - the purchase the Tokens pursuant to these Terms;
 - providing You with information about us and our range of services;
 - compliance with relevant ‘Know Your Client’ and Anti-Money Laundering requirements under applicable law;
 - management of enquiries and complaints;
 - processing of transactions related to the Token Sale;
 - opening, maintaining or operating a bank account in the Company’s name;
 - resolving any disputes with you;
 - producing summary information for statistical, regulatory and audit purposes; or
 - any other reasonable purposes in accordance with applicable law.
- j. Under the Data Protection Act You have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should You wish to enforce these rights.
- k. By submitting any of your personal data, You agree to this transfer, storing, or processing. Scorum will take all steps reasonably necessary to ensure that your data

is treated securely and in accordance with these Terms.

- I. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to). If You follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that We do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before You submit any personal data to these websites or use these services.

12. INDEMNIFICATION

- a. To the full extent permissible by applicable law:
 - Scorum 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
 - You release and indemnify Scorum in respect of any Claim or Loss which may arise from or relate to (i) your purchase or use of the Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- b. The above indemnity:
 - extends to Claims incurred or suffered by Scorum's officers, employees, agents or sub-contractors; and
 - 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.

13. DISCLAIMERS

- a. **NO ADVICE.** You agree that Scorum will not provide You with any investment or other advice regarding the suitability of any token sales, including but not limited to the Token Crowdsale, SCR tokens or related investment products. A User will not solicit or rely upon (if given) any such advice from Scorum or any of its employees or agents.
- b. **NO LIABILITY.** You agree to make your own judgments and decisions with respect to the Token Crowdsale, SCR tokens or related product independently and without relying on Scorum. You assume full responsibility for all your investment decisions.

Neither Scorum nor any of its employees or agents shall incur any liability in connection therewith.

- c. NO LIABILITY FOR TECHNICAL ERRORS. Scorum cannot and shall not guarantee the integrity and security of the Token Crowdsale and SCR tokens. Scorum under no circumstance will assume liability or be held responsible for the technical failure of SCR tokens, which may result in a complete loss of funds and investment.
- d. Neither these Terms nor the Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.

14. EXCLUSION OF LIABILITY

- a. No Scorum will be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any Loss even if Scorum or its representatives, or any Scorum affiliates are advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:
 - your participation in the Token Crowdsale, receiving and holding Tokens ;
 - any access, the use of, or inability to access or use, the Website ;
 - your reliance on or use of or inability to use the content and information of the Website or any linked website ;
 - any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website ;
 - the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website ;
 - unauthorised access to or alteration of your transmissions or data ;
 - statements or conduct of any third party on the Website ; or
 - any other matter relating to the Website.
- b. The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the Company.
- c. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may

not apply to you.

15.RELEASE

- a. To the fullest extent permitted by applicable law, You release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between participants in the system and the acts or omissions of any third parties.

16.DISPUTE RESOLUTION. ARBITRATION

- a. Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.
- b. The number of arbitrators shall be one.
- c. The seat, or legal place, of arbitration shall be London, the United Kingdom.
- d. The language to be used in the arbitral proceedings shall be English.
- e. Any Dispute arising out of or related to these Terms is personal to You and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

17.GOVERNING LAW

- a. These Terms will be governed by and construed and enforced in accordance with the laws of Gibraltar, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration shall be exclusively resolved by the courts of Gibraltar.

18.SEVERABILITY

- a. If any provision of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or

enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

19. MISCELLANEOUS

- a. 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.
- b. Scorum 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 BTC, ETH or any other Blockchain protocols or any other force outside of our control.
- c. Scorum 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.
- d. These Terms do not create any third-party beneficiary rights in any individual or entity.
- e. 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. The Company may assign our rights and obligations under these Terms.
- f. 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 Scorum 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.