

Platform Terms

Fundrs

Updated: March 2023

Fundrs Platform Terms

Welcome to the Fundrs Platform.

We are Stichting AllianceBlock Foundation (**AllianceBlock, us** and/or **we**). We have developed the Fundrs Platform on which Seekers can raise Funds from Funders for their Projects, in return for the issuance of digital cryptographic tokens transferable over the blockchain (**Tokens**) and Stakers can stake NXRA tokens to earn reputation tokens (**rALBT**). Seekers, Funders and Stakers are jointly referred to as **Users**.

We facilitate the Fundrs Platform, on which Seekers can submit a Project to offer Tokens for subscription by Funders in exchange for Funds, and Stakers can earn rALBT and we provide services related thereto, including the provision of the Platform to Users, staking services to Stakers and the acceptance of Projects, Seekers and Funders to the Fundrs Platform (the **Fundrs Platform**). For more information, you can visit our **Website: [fundrs.app](https://www.fundrs.app)**

1 Purpose

- 1.1 These Platform Terms (the **Terms**) apply to the relationship between AllianceBlock and Users of the Fundrs Platform. By accessing, using, or attempting to use the Fundrs Platform in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you do not agree, do not access or use the Fundrs Platform.
- 1.2 Depending on the country of residence or the country from which User accesses the Fundrs Platform, User may not be permitted to use the Fundrs Platform. User is responsible for complying with all rules and regulations applicable in its country of residence and/or the country from which User accesses the Fundrs Platform. User represents and warrants that its use of the Fundrs Platform is permitted under applicable regulations.
- 1.3 Additional information, guidelines and FAQ's regarding the Fundrs Platform, as amended from time to time, may be published on the Website.
- 1.4 These Terms do not govern any (commercial and/or legal) relationship between Seekers and Funders regarding the sale of tokens (**Terms and Conditions of Token Sale**). AllianceBlock is not a party to such Terms and Conditions of Token Sale, but merely facilitates a platform for Seekers and Funders. If a Seeker decides to govern the relationship with Funders by Terms and Conditions of Token Sale, it will be made available to Funders before the purchase of tokens. The content terms of Terms and Conditions of Token Sale are at sole discretion and responsibility of a Seeker.
- 1.5 By participating in a Token Sale, Funders must take into account the risks of token sales, as the Funds transferred by Funders may be lost and/or may not bring the return(s) desired or expected by Funders due to Seeker's or Project's (financial) difficulties, insolvency or other circumstances.
- 1.6 Users are solely responsible for all interactions related to Projects with other Users that take place through the Fundrs Platform, including any statements, representations, or acts or omissions following such interactions.
- 1.7 Seekers may only offer unregulated Tokens via the Fundrs Platform which are not supervised, authorized or otherwise subject to supervisory practices by any regulatory or governmental authority. This is the sole responsibility of Seekers.

2 Definitions

- 2.1 **Account:** The online personal environment on the Fundrs Platform which Users can access by using their (external) cryptocurrency wallet address.
- 2.2 **Agreement:** The agreement between AllianceBlock and User, consisting of these Terms and any supplementary written agreements between User and AllianceBlock.
- 2.3 **AllianceBlock:** Stichting AllianceBlock Foundation, a foundation (*stichting*) incorporated under the laws of the Netherlands, having its corporate seat in Utrecht (address: Radonweg 2D, 3542 AN Utrecht, The Netherlands), trade register number 71833900.
- 2.4 **Funder:** natural person accepted to the Fundrs Platform by AllianceBlock after completion of the Onboarding Process.
- 2.5 **Fundrs Platform or Platform:** We facilitate the Fundrs Platform, on which Seekers can submit a Project to offer Tokens for subscription by Funders in exchange for Funds, and Stakers can earn rALBT and we provide services related thereto, including the provision of the Platform to Users, staking services to Stakers and the acceptance of Projects, Seekers and Funders to the Fundrs Platform (the Fundrs Platform). The Fundrs Platform is available via <https://www.fundrs.app>.
- 2.6 **Funds:** Stablecoins that aim for a stable 1:1 value with the USD, namely USDC or any other stablecoins, that are facilitated by the Fundrs Platform and accepted by an individual Seeker in relation to a Project.

- 2.7 **KYC Procedure:** The identity verification procedure (**KYC**) conducted by GB Group plc (**GBG**) for the Fundrs Platform. In case of Seekers, the KYC may also be conducted by AllianceBlock. We refer to our [Privacy Notice](#) for more information on the KYC Procedure and GBG.
- 2.8 **NXRA:** token issued by AllianceBlock, native to and having use and utility within the AllianceBlock's Ecosystem.
- 2.9 **Presale:** The second round of Token sale initiated by Seeker, accessible for a selected group of Funders only (to be determined by Seeker).
- 2.10 **Private Sale:** The first round of Token sale initiated by Seeker, accessible for a selected group of Funders only (to be determined by Seeker).
- 2.11 **Project:** The project for which Seeker is seeking Funds from Funders via the Fundrs Platform.
- 2.12 **rALBT:** The non-transferable reputation token that reflects the reputation of User on the AllianceBlock Protocol (**User Level**), and may be required to access the Private Sale or Presale of Seekers (**User Level**).
- 2.13 **Seeker:** The legal person (represented by an authorized individual) accepted to the Fundrs Platform to offer Tokens for subscription by Funders in exchange for Funds.
- 2.14 **Staking:** Locking tokens in AllianceBlock's staking contract to earn rALBT as a reward.
- 2.15 **Tokens:** The cryptographic utility tokens issued by a Seeker in relation to a Project which are transferred to Funders in return for Funds in the manner set out in these Terms.
- 2.16 **User:** The natural or, only in case of Seeker, a legal person (represented by an authorized individual) making use of the Fundrs Platform, being a Seeker, Funder or Staker.
- 2.17 Other definitions – recognizable by use of a capital letter at the beginning - may also be explained in the text below.

3 Registration and requirements: Seekers

- 3.1 In order to submit the Project, Seeker must complete an acceptance process conducted by AllianceBlock (the **Acceptance Process**). As long as the Acceptance Process has not been completed, Seeker may not submit the Project to the Fundrs Platform.
- 3.2 The Acceptance Process consists of the following stages:
1. Seeker provides AllianceBlock with the **Hard Data**, consisting of: (i) the necessary information to perform the KYC Procedure, (ii) information on the nature of the Project and the envisaged use of the Funds raised from Funders, including essential information on the nature and the risks of the proposed Project, and (iii) any other information requested by AllianceBlock and/or GBG.
 2. AllianceBlock or GBG conducts the KYC Procedure of Seeker and at sole discretion of AllianceBlock any other legal entity relevant to the Token sale. If GBG conducts the KYC Procedure, AllianceBlock provides GBG with the relevant information provided by Seeker. We refer to our [Privacy Notice](#) for more information on the KYC Procedure.
 3. AllianceBlock will assess whether the Hard Data described in Clause 3.2.1 complies with the requirements of the Fundrs Platform (the steps described under 3.2.1 ,3.2.2 and 3.2.3 collectively referred to as the **Prefilter Process**). The Hard Data will be provided via an application form.
 - a. In case of a *negative* outcome of the Prefilter Process, Seeker will be denied access to the Fundrs Platform or will be denied raising Funds for a specific Project on the Fundrs Platform.
 - b. In case of a *positive* outcome of the Prefilter Process, the Acceptance Process proceeds to the next step.
 4. After the Prefilter Process, Seeker must provide additional information on, amongst others: the nature of the Project, the envisaged use of Funds and the necessary amount of Funds, the nature of the Tokens it intends to issue (i.e., what the utility of the Token will be), the sale period, and the soft cap (minimum amount of Tokens that Seeker intends to sell) and hard cap (maximum amount of Tokens that Seeker intends to sell) for the project (all together: **Soft Data**). The Soft Data will be provided via a questionnaire or application form.
 5. Based on the Soft Data, AllianceBlock determines whether Seeker may raise Funds on the Fundrs Platform for this specific Project, based on AllianceBlock's view on the Project, including the trustworthiness and risks of the Project and the likelihood of success of the Project.
- 3.3 After the Acceptance Process has been successfully completed, Seeker may submit its Project and offer Tokens for subscription by Funders.
- 3.4 AllianceBlock may, in its sole discretion, reject the Project at any time during the Acceptance Process and thereafter and delete all information related to it. In addition, AllianceBlock reserves

the right to deviate from the Acceptance Process criteria. AllianceBlock may, in its sole discretion, add Projects to the Fundrs Platform.

4 Registration and requirements: Funders

- 4.1 In order to use the Fundrs Platform, Funder must complete the process of onboarding conducted by AllianceBlock (the **Onboarding Process**). As long as the Onboarding Process has not been completed, Funder may not use the Fundrs Platform.
- 4.2 As part of the Onboarding Process, Funder must provide GBG via the Fundrs Platform with the information required for the KYC Procedure. GBG will consequently perform the KYC Procedure. We refer to our [Privacy Notice](#) for more information on the KYC Procedure. Only natural persons can become Funders, we currently do not offer an Onboarding Process for any legal persons, such as companies, funds, trusts, investment companies, endowments and others.
- 4.3 Depending on relevant regulatory requirements, the Onboarding Process may also include, for example (but not limited to), a process to determine the qualification of the investor, an entry knowledge test or proof of Funder's residence. Funder will provide AllianceBlock with all necessary information to execute the Onboarding Process.
- 4.4 After the Onboarding Process has been completed, Funder is able to subscribe to a Project.
- 4.5 During the Private Sale and Presale rounds, only the following Funders are eligible to subscribe:
- a) whitelisted Funders, that hold a Whitelist NFT; and
 - b) Funders that have sufficient rALBT (as determined by AllianceBlock), if a Seeker determined that rALBT holders are eligible to participate in the round.
- 4.6 If any Tokens are remaining after the Private Sale and Presale, Seeker may request AllianceBlock to offer Tokens during another sale round to be determined by AllianceBlock in consultation with Seeker, and AllianceBlock may, in its sole discretion, reject such request of Seeker.

5 Staking on Fundrs

- 5.1 If a User decides to stake NXRA tokens on Fundrs, it acts as a Staker. As a reward for staking NXRA tokens Staker shall receive rALBT tokens that may be required to access some of Private Sales or Presales on Fundrs platform. AllianceBlock determines if and how many rALBT tokens are required to gain access to Private Sales or Presales on a case-by-case basis.
- 5.2 Stakers can select how many NXRA tokens they wish to stake and for how long ("Staking Period"). Staker can choose between **Ordinary Staking** and **Locked Staking**. With Ordinary staking Staker receives rALBT periodically for the duration of their Staking Period. Once withdrawn, no more rALBT is earned. With Locked Staking, Stakers stake NXRA for a predetermined period of time, either for 90, 180, 360 days, and receive the predetermined amount (depending on the Staking Period chosen) of rALBT at the beginning of the Staking Period.
- 5.3 The amount of rALBT tokens that Stakers receive for staking NXRA tokens depends on (i) the amount of staked NXRA and (i) the Staking Period. The formula for the calculation of the amount of rALBT is as follows:

$$\text{Tier multiplier} \times \text{NXRA staked} \times \text{rALBT multiplier} \times \text{Staking Period (no. of seconds)}$$

whereby

1. the **Staking Tier Multiplier** is determined by the **Staking Tier**, the multipliers are
 - a. 0.35 (**No Tier**) if Staker stakes between 1-4999 NXRA tokens,
 - b. 0.5 (**Bronze**), if Staker stakes between 5000 - 19999 NXRA tokens,
 - c. 0.625 (**Silver**), if Staker stakes between 20.000 - 49.999 NXRA tokens,
 - d. 0.75 (**Gold**) if Staker stakes between 50.000 - 249.999 NXRA tokens,
 - e. 1.5 (**Platinum**), if Staker stakes between 250.000 - 1.000.000 NXRA tokens;
 2. NXRA staked is the number of NXRA tokens that Staker decides to stake;
 3. rALBT multiplier is 0.00000015625 and indicates the number of rALBT minter per second
 4. Staking Period is the total number of seconds that NXRA tokens were staked.
- 5.4 During the Staking Period Staker's tokens are locked in the staking smart contract, AllianceBlock does not have any control over or have a custody of (does not possess a private key to staking smart contract) NXRA tokens while staking.

6 Token Offer Process

- 6.1 Upon successfully completing the Acceptance Process, a Seeker may offer Tokens via the Fundrs Platform for subscription by Funders (**Token Offer**) and may market the Project to potential Funders for the period set out in the Soft Data provided as part of the Acceptance Process. As part of the Soft Data that is provided during the Acceptance Process, Seeker sets a minimum amount of Funds Seeker intends to raise for the Token Offer (the **Soft Cap**), as well as a maximum amount of Funds Seeker intends to raise (the **Hard Cap**).

6.2 The **Token Offer Process** is as follows:

1. The Tokens issued by Seeker, as determined in accordance with the specifications of the Project in the questionnaire of the Acceptance Process, are placed into escrow on a smart contract controlled by AllianceBlock.
2. A Seeker can whitelist wallets to grant Funders access to a Token Offer. After whitelisting by Seeker, the associated Project will appear in the Account of Funder, and Funder is able to mint the whitelist non-fungible token (**Whitelist NFT**) in the Account. Funders with Whitelist NFT's have access to a Token Offer.
3. Funders can subscribe for these Tokens via the Project page on the Fundrs Platform.
 - a. Funder transfers Funds to the smart contract, to be placed in escrow.
 - b. Such Funds cannot be retrieved once it is placed into escrow.
 - c. After the transfer of Funds to the escrow smart contract deployed by AllianceBlock, Funder receives a NFT that represents the transfer of Funds and makes Funder eligible to claim its Token(s) once the subscription period set by Seeker has ended (**Funding NFT**).
 - d. NFTs and Tokens are digital content. Prior to subscribing, Funders are requested to waive their right of withdrawal in relation to Project related digital content (Funding NFT(s) and Token(s)). Funders receive confirmation of their subscription and their waiver of withdrawal rights of Project related digital content.
 - e. If Funder is eligible to subscribe to Tokens on the basis of rALBT held, the relevant number of rALBT will be burned once the smart contract has received the Funds.
 - f. The Funding NFT is transferable.
4. Once the subscription period set by Seeker has ended Seeker may request AllianceBlock to approve the release of Funds (**Withdrawal Request**). Upon approval by AllianceBlock of the Withdrawal Request, the smart contract will automatically release Funds held in escrow. Tokens of the Project held in escrow shall be released to Fundrs in accordance with the timeline of such release as stated by Seeker on Fundrs Platform.
 - a. Seeker receives the Funds transferred by Funders to the smart contract minus a fee (**Fee**). The fee may be determined and paid in a different manner as agreed by Seeker and AllianceBlock.
 - b. Funder may choose either of the following options:
 - i. Funder may return its Funding NFT to the escrow smart contract and receive the released Token(s); or
 - ii. Funder may hold its Funding NFT, thereby earning rALBTs and increasing its rALBT and User Level. Holding the Funding NFT instead of claiming the Tokens does not entitle Funder to any form of interest to be paid over the transferred Funds or the Tokens. If Funder chooses to hold on to the Funding NFT, the Tokens will remain in escrow.
5. If the Withdrawal Request is not approved by AllianceBlock, the smart contract will transfer the Funds to the wallet holding the Funding NFT at that moment.

7 Responsibilities, representations, and warranties

AllianceBlock

- 7.1 AllianceBlock:
- 7.1.1 functions as mere facilitator of the Token Offer Process;
 - 7.1.2 facilitates the Token sale on Seeker's instruction; and
 - 7.1.3 represents and warrants it is a legal entity duly incorporated and validly existing under the laws of the Netherlands and has all requisite corporate power and authority to carry on its activities as now conducted.
- 7.2 AllianceBlock gives Users no representation, warranty or other assurance as to:
- 7.2.1 AllianceBlock's ability to (further) develop the Fundrs Platform, or procure the (further) development of, the Fundrs Platform;
 - 7.2.2 the accuracy or completeness of the information set out in any white paper or similar documentation regarding the Fundrs Platform;
 - 7.2.3 the fitness of Tokens, Projects, or the Fundrs Platform for a particular purpose;

- 7.2.4 whether Tokens are or are not securities or other regulated investments in any jurisdiction;
- 7.2.5 the success of the Fundrs Platform, or Projects;
- 7.2.6 whether NXRA is fit for any particular purpose;
- 7.2.7 whether NXRA constitutes any proprietary right; and
- 7.2.8 whether NXRA constitutes securities or other regulated investments in any and all jurisdictions.

Seeker

7.3 Seeker:

- 7.3.1 is responsible for the creation and issuance of Tokens and transferring the Tokens to the Smart Contract;
- 7.3.2 may solely use the Fundrs Platform for its own Project;
- 7.3.3 is responsible for the hardware, infrastructure and auxiliary software and ensures that the (auxiliary) software for its own hardware is installed, organized, parameterized, and tuned;
- 7.3.4 shall take appropriate measures to ensure that any equipment that is used by Seeker to access the Fundrs Platform, such as PC's, laptops, tablets, or smartphones, is secure and free from viruses and other malicious software;
- 7.3.5 is responsible for the management, monitoring, checks of the settings, (manner of) implementation, and use of the Fundrs Platform provided by AllianceBlock;
- 7.3.6 is responsible for the KYC of Funders for each Project, but may use the KYC Procedure conducted by GBG;
- 7.3.7 shall appropriately instruct other Users. Seeker remains responsible for the use of the Fundrs Platform by its employees and/or auxiliary persons;
- 7.3.8 acknowledges and agrees that the Fundrs Platform is still being developed and may contain bugs or otherwise dysfunction; and
- 7.3.9 acknowledges the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and Tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the Fundrs Platform and/or Tokens.
- 7.3.10 acknowledges and agrees that, if applicable, Seeker shall be responsible for any taxation related to obtaining Funds for its token offer, including but not limited to determining, declaring, withholding, collecting, reporting and remitting the correct amount of payable tax to the competent tax authorities in Seeker's specific case.

7.4 Seeker represents and warrants that:

- 7.4.1 Seeker is authorized to submit a Project, raise Funds and offer Tokens for subscription by Funders, meaning that Seeker has all authorizations, approvals and licenses required in accordance with applicable law to take the actions necessary for the conclusion and/or performance of agreements;
- 7.4.2 all information provided relating to the Acceptance Process and the use of the Fundrs Platform is complete and correct;
- 7.4.3 all information provided relating to the Project is complete, adequate and understandable for Funders to make an informed decision on whether to subscribe;
- 7.4.4 Tokens offered by Seeker are not securities or other regulated investments or products; and
- 7.4.5 Seeker will only use the Fundrs Platform in accordance with these Terms, the Privacy Notice and applicable law.

Funder

7.5 Funder:

- 7.5.1 is fully aware of the risk of transferring Funds to Projects, and is solely responsible to obtain external advice on the adequacy and acceptability of the Project;

- 7.5.2 shall take appropriate measures to ensure that any equipment that is used by Funder to access the Fundrs Platform, such as PC's, laptops, tablets, or smartphones, is secure and free from viruses and other malicious software;
 - 7.5.3 acknowledges and agrees that the Fundrs Platform is still being developed and may contain bugs or otherwise dysfunctions;
 - 7.5.4 acknowledges the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and Tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the Fundrs Platform and/or Tokens.
 - 7.5.5 acknowledges and agrees that, if applicable, Fundr shall be responsible for any taxation related to obtaining tokens from Seeker's token offer, including but not limited to determining, declaring, withholding, collecting, reporting and remitting the correct amount of payable tax to the competent tax authorities in Seeker's specific case.
- 7.6 Funder represents and warrants that:
- 7.6.1 Funder is authorized to use the Fundrs Platform, and agrees to these Terms, meaning that Funder has legal capacity, all authorizations, approvals and licenses required in accordance with applicable law to take the actions necessary for the conclusion and/or performance of agreements.
 - 7.6.2 Funder is able to provide sufficient information and documentation to satisfy anti-money laundering and KYC requirements under applicable law;
 - 7.6.3 If, in the jurisdiction to which Funder is subject, the purchase of Tokens is only permissible if Funder satisfies certain conditions, such as being an 'accredited investor', Funder satisfies all such conditions; and
 - 7.6.4 Funder will only use the Fundrs Platform in accordance with the Terms, applicable Privacy Notice, and applicable law.

Staker

- 7.7 Staker:
- 7.7.1 shall take appropriate measures to ensure that any equipment that is used by Funder to access the Fundrs Platform, such as PC's, laptops, tablets, or smartphones, is secure and free from viruses and other malicious software;
 - 7.7.2 acknowledges and agrees that the Fundrs Platform is still being developed and may contain bugs or otherwise dysfunctions;
- 7.8 Staker represents and warrants that:
- 7.8.1 Staker owns or has a right to use staked NXRA tokens;
 - 7.8.2 Staker is authorized to use the Fundrs Platform, and agree to these Terms, meaning that Staker has legal capacity, all authorizations, approvals and licenses required in accordance with applicable law to take the actions necessary for the conclusion and/or performance of agreements.
 - 7.8.3 If, in the jurisdiction to which Staker is subject, staking is only permissible if Staker satisfies certain conditions, Staker represents and warrants to satisfy all such conditions; and
 - 7.8.4 Staker will only use the Fundrs Platform in accordance with the Terms, applicable Privacy Notice, and applicable law.

8 Acceptable Use Policy

- 8.1 User agrees not to use the Fundrs Platform for any purpose that is prohibited by these Terms, or applicable law, and only for the purpose that AllianceBlock intended it for. User is responsible for all its activity in connection with its Account and the Fundrs Platform. By way of example, and not as a limitation, User shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any information on or through the Fundrs Platform that:
- 8.1.1 infringes any patent, trademark, trade secret, copyright, right of publicity or other (intellectual property) right of any other person or entity (including AllianceBlock) or violates any law or contractual duty;
 - 8.1.2 User knows is false, misleading, untruthful or inaccurate;
 - 8.1.3 is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane,

- promotes bigotry, discrimination or violence, or is otherwise inappropriate as determined by AllianceBlock after being informed about this;
- 8.1.4 constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- 8.1.5 other than appropriate use of an invitation URL, involves commercial activities (whether or not for profit) and/or sales without AllianceBlock's prior written consent;
- 8.1.6 contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of AllianceBlock or any third party;
- 8.1.7 impersonates any person or entity, including any employee or representative of AllianceBlock; or
- 8.1.8 includes anyone's identification documents or sensitive financial information except as envisaged in the Privacy Notice;
- 8.2 Furthermore, User shall not (directly or indirectly):
 - 8.2.1 use the Fundrs Platform in any way that affects the integrity or continuity of Allianceblock's systems;
 - 8.2.2 resell or redistribute (parts of) the Fundrs Platform in any way;
 - 8.2.3 send unsolicited messages to AllianceBlock and or to any third-party recipient;
 - 8.2.4 take any action that imposes or may impose an unreasonable or disproportionately large load on AllianceBlock's (or its third-party providers') infrastructure;
 - 8.2.5 interfere or attempt to interfere with the proper working of the Fundrs Platform or any activities conducted on the Fundrs Platform;
 - 8.2.6 bypass any measures AllianceBlock may use to prevent or restrict access to the Fundrs Platform (or other accounts, computer systems or networks connected to the Fundrs Platform);
 - 8.2.7 use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Fundrs Platform;
 - 8.2.8 modify, copy, mirror, scrape, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Fundrs Platform;
 - 8.2.9 otherwise take any action in violation of these Terms.
- 8.3 Insofar as is permitted by law, User indemnifies and compensates AllianceBlock for all third-party claims (including settlement costs and reasonable attorneys' fees) arising from any use of the Fundrs Platform by User that is in violation with these Terms or the applicable legislation, or is unlawful in any other way.
- 8.4 If, in AllianceBlock's judgment, a User acts in breach of the Terms, AllianceBlock reserves the right to block or terminate the Account at any time and delete all information related to it.

9 Confidentiality

- 9.1 Users will treat as confidential the information provided by AllianceBlock, if this information has been marked as confidential or if User knows or should reasonably assume that this information was intended to be confidential. Users shall not use any information for any purpose other than is necessary for the use of the Fundrs Platform. Users shall impose these confidential obligations on their employees and other third parties engaged by them.
- 9.2 These provisions continue to apply after User has stopped using the Fundrs Platform for any reason whatsoever and for as long as AllianceBlock has the right to invoke the confidential nature of such information.

10 Term and termination

- 10.1 Users shall have the right to terminate the Agreement any time by deregistering from the Fundrs Platform or by a notice to AllianceBlock on the condition that: (i) at the time of termination of the Agreement, User does not have any effective obligations, pending to Projects (as a Seeker), and does not have any rights and obligations related to Terms and Conditions of Token Sale; (ii) at the time of termination of the Agreement, User is not involved in a Token Offer Process, and (iii) at the time of termination of the Agreement, User has settled with AllianceBlock adequately and in full based on any agreement between User and AllianceBlock, and does not have any Funds or any other outstanding obligations due to AllianceBlock or other parties using the Fundrs Platform.
- 10.2 AllianceBlock has the right to partially or entirely terminate, suspend or alter the provision of the Fundrs Platform at any time, without prior notification, and for any reason at its sole discretion, for

example (without limitation) if AllianceBlock decides to cease or alter one or more of its services in general. In addition, AllianceBlock may, in its sole discretion, suspend, restrict or terminate User's access to any the Fundrs Platform, or terminate this Agreement without liability to the User, at any moment without prior notice.

11 Availability, disclaimer of warranties

- 11.1 To the maximum extent permitted by law, hereby AllianceBlock disclaims all implied warranties with regard to the Fundrs Platform. The Fundrs Platform is provided 'as is' and 'as available' without warranty of any kind, meaning that AllianceBlock does not guarantee that the Fundrs Platform is free of errors and functions without any interruptions. In addition, AllianceBlock rejects all implied warranties that the Fundrs Platform and the use thereof comply with User's expectations thereof.
- 11.2 AllianceBlock does not guarantee that the Fundrs Platform is timely adapted to any amendments in the relevant laws and regulations.
- 11.3 AllianceBlock will make commercially reasonable efforts to make the Fundrs Platform available as much as possible. However, AllianceBlock does not make any commitments with regard to the availability, continuity, functionality or usability of the Fundrs Platform, nor does it make any other commitments other than those expressly set out in these Terms. User acknowledges the Fundrs Platform is provided over the internet and ,if applicable, mobile networks and thus the quality and availability thereof may be affected by factors outside AllianceBlock's reasonable control.
- 11.4 AllianceBlock shall make commercially reasonable efforts to improve the functionality of the Fundrs Platform, including through updates and to correct faults/errors. If any maintenance or modification could lead to limitations of availability, AllianceBlock shall make reasonable efforts to perform such maintenance during periods in which relatively limited use is made of the Fundrs Platform by Users.
- 11.5 Users expressly acknowledge and agree that they understand the risks involved in using the Fundrs Platform, and the development of the Fundrs Platform by AllianceBlock, including without limitation that:
- 11.5.1 the technology associated with the Fundrs Platform will not function as intended;
 - 11.5.2 the Fundrs Platform of parts thereof may not be completed, may never be launched or may be defective;
 - 11.5.3 the Fundrs Platform will fail to attract sufficient interest from Users;
 - 11.5.4 AllianceBlock may be subject to investigation and punitive actions; and
 - 11.5.5 the Fundrs Platform may be subject to significant legal and regulatory requirements.
- 11.6 AllianceBlock reserves the right to use third parties to supply (parts of) the Fundrs Platform (**Subcontractors**).

12 Liability

- 12.1 AllianceBlock is not liable to User for any damage User suffers as a result of or in connection with the use of Fundrs Platform by User, unless arising from AllianceBlock's willful misconduct or gross negligence. In any event, without limitation, AllianceBlock is not liable for:
- i. the actions or inactions of Users;
 - ii. the accuracy and correctness of information provided by Seeker in the submitted Projects;
 - iii. the situation where User's device is stolen, and any third party subsequently makes use of User's Account;
 - iv. any damage caused when a User acts on incorrect or incomplete information provided by another User (e.g. if a Seeker provides incorrect information on its Project);
 - v. any damage caused by a Funder or Seeker not complying with its obligations under these Terms;
 - vi. any damage caused by a Funder or Seeker not complying with its obligations, promises or other agreements toward other Users (e.g. when Seeker goes bankrupt and fails to provide the Tokens invested in by Funder,);
 - vii. failure to meet any of AllianceBlock's obligations under these Terms where such failure is due to events beyond AllianceBlock's control or beyond the control of Subcontractors (for example failures of the internet, data network or telecommunication facilities, (cyber) crime, (cyber) vandalism, network failures;
 - viii. any damage or alteration to User's equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Fundrs Platform;
 - ix. damage of User that occurs due to the fact AllianceBlock assumed incorrect or incomplete information provided by that User; and

- x. the disruptions and/or inadequate provision of the services of Subcontractors, including GBG.
- 12.2 If AllianceBlock is liable, for any reason, the total aggregate liability of AllianceBlock to User shall not exceed the total amount of Fees paid by User in the six months prior to the date on which the liability causing event(s) occurred.
- 12.3 AllianceBlock's liability for indirect damages, including but not limited to consequential damages, lost profits, lost savings, reduced goodwill, loss due to business interruption, losses as a result of claims from third parties, and damages in connection with engagement of third parties by User, as a result of or in connection with the Fundrs Platform, is excluded.
- 12.4 AllianceBlock is not liable for any loss arising in the performance of its services related to the Fundrs Platform due to AllianceBlock acting on incorrect or incomplete information provided by User.
- 12.5 Nothing in these Terms shall exclude or limit AllianceBlock's liability which cannot be excluded or limited under applicable law.

13 Indemnification

- 13.1 User shall indemnify and hold AllianceBlock and its officers, directors, members, employees, agents and affiliates from and against any and all claims, actions, audits, demands, damages, losses, investigations, inquiries, costs or expenses including without limitation reasonable attorney's fees, or any other proceeding instituted by a person or entity that arises out of or relates to: (i) User's (non-)performance of a Token Sale Agreement, (ii) an actual or alleged breach of User's representations, warranties, or obligations set forth in these Terms, (iii) User's wrongful or improper use of the Fundrs Platform, (iv) and also from any claim resulting from abuse or violation of any rights by other Users of the Fundrs Platform.

14 Intellectual Property

- 14.1 AllianceBlock (or our licensor or supplier, if applicable) is the exclusive owner of all intellectual property rights vesting in and/or relating to the Fundrs Platform (including the underlying source and object code), including, but not limited to, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, know how, property rights and processes (the **Intellectual Property Rights**).
- 14.2 AllianceBlock grants User a non-transferable, non-sublicensable, royalty-free and non-exclusive right to use the Fundrs Platform, subject to User complying with all its obligations set forth in these Terms.
- 14.3 If User does not (longer) complies with its obligations under these Terms, AllianceBlock can withdraw the right to use the Fundrs Platform with no notice of default being required or any compensation being due.
- 14.4 User guarantees to be the owner and/or lawful licensee of all Intellectual Property Rights on the information and Project provided by that User to AllianceBlock and the Fundrs Platform. User grants AllianceBlock a transferable, sublicensable, royalty-free and non-exclusive license to use such information in the course of providing the Fundrs Platform.
- 14.5 Nothing in this Terms shall be construed to assign or confer to any Intellectual Property Rights of AllianceBlock to User, from User to AllianceBlock or from User to another User.

15 Privacy and data protection

- 15.1 By providing the Fundrs Platform to User, AllianceBlock processes personal data of User. For more information on the processing of personal data by AllianceBlock, please consult our [Privacy Notice](#).
- 15.2 By using the Fundrs Platform, User may process personal data itself as well. User guarantees to only process personal data in line with the relevant privacy legislation, such as but not limited to, the General Data Protection Regulation (GDPR).
- 15.3 If a funding process is initiated on the Fundrs Platform, the Seeker will request the KYC results of Fundrs that applied to participate in Seeker's token sale. We sign the KYC results with a cryptographic signature and forward the KYC them to Seeker. Seeker can make an autonomous decision on the approval of an individual Funder. When facilitating the transfer of KYC results from Fundrs to Seekers we act as data processors of Seekers who act as data controllers of the obtained data. We conduct data processing in accordance with the data processing agreement set out in the Annex I of these Terms and Conditions.

16 Miscellaneous

- 16.1 AllianceBlock reserves the right to amend these Terms. Any material changes to the Terms will be announced via the Fundrs Platform and (if possible) by sending a notification to the User or the Account, at least 15 days before the changes have effect. If User does not agree with the changes, User has the right to terminate its use of the Fundrs Platform. Continued use of the Fundrs Platform after the effective date applies as acceptance of the amended Terms.

- 16.2 If AllianceBlock does not enforce (parts of) these Terms, this cannot be construed as consent or as a waiver of the right to enforce them at a later moment against any User.
- 16.3 User cannot transfer its rights and obligations under these Terms to third parties. AllianceBlock can assign and/or transfer all rights and obligations under these Terms to a third party, without consent from User being required.
- 16.4 If any provision of these Terms is deemed unlawful, void, voidable or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions of these Terms. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.
- 17 Applicable law and jurisdiction**
- 17.1 These Terms shall be exclusively governed by the laws of the Netherlands.
- 17.2 All disputes arising out of or in connection with these Terms shall be solely submitted to the competent court in Utrecht, the Netherlands (*Rechtbank Midden-Nederland, locatie Utrecht*).
- 17.3 In case of consumers, the choice of law and the choice of forum do not affect the consumer's protection under the statutory law of the consumer's country of residence.

**Stichting AllianceBlock Foundation, trading under the name AllianceBlock,
providing the Fundrs Platform**

Radonweg 2D

3542 AN Utrecht

The Netherlands

Chamber of Commerce: 71833900

T: +31 6 10 17 80 95

E: fundrs@allianceblock.io

Annex 1 - Data Processing Agreement

This Data Processing Agreement (**DPA**) is an annex to the Fundrs Terms and Conditions and applies when AllianceBlock acts as a processor on behalf of the Seeker pursuant to clause 14.3 of those Fundrs Terms and Conditions. This DPA does not apply to any processing of Personal Data by AllianceBlock for its own purposes as a controller regarding the Fundrs Platform.

DEFINITIONS	
Data Collection Agreement	The arrangements described in [article 15/15.3] of the Fundrs Terms on the basis of which AllianceBlock collects and transfers Funder data, including Personal Data, to Seeker.
GDPR	means the EU General Data Protection Regulation 2016/679/EC and any related and applicable national implementation legislation.
Data Subjects	means the natural persons whose Personal Data is processed under the Agreement.
Non-Adequate Country	means a country that is deemed not to provide an adequate level of protection of Personal Data within the meaning of article 45 GDPR.
Personal Data	has the meaning as described in article 4 (1) GDPR, and in as far as processed by Processor or a Sub-Processor under the Agreement.
Personal Data Breach	has the meaning as described in article 4 (12) GDPR, where such breach involves Personal Data.
Sub-Processor	means any third party that processes Personal Data under the instruction or supervision of Processor but that does not fall under the direct authority of Processor.

For the purpose of this DPA, AllianceBlock will be referred to as **Processor** and Seeker will be referred to as **Controller**.

1. Description of the Services

- 1.1. The subject-matter of this DPA is the processing of Personal Data under the Agreement by
- 1.2. Processor on behalf of Controller and in accordance with Controller's written instructions.
- 1.3. The term of this DPA is the term in which Processor provides services to Controller under the Agreement.
- 1.4. The nature and purpose of the processing, the types of Personal Data and the Data Subjects concerned are described in the Agreement.

2. Instructions

- 2.1. Processor shall process Personal Data as described in this DPA only (i) on behalf and for the benefit of Controller, (ii) in accordance with Controller's written instructions and (iii) for the purposes authorized by the Agreement, this DPA or otherwise in writing by Controller. Processor shall comply with the GDPR when carrying out these processing activities.
- 2.2. Processor shall not process the Personal Data further than as instructed in writing, or as required by applicable EU or EU member state law. In case of such requirement of EU or EU member state law, Processor shall inform Controller of that legal requirement before the processing takes place, unless that law prohibits such information on important grounds of public interest.
- 2.3. Processor shall immediately inform Controller if Processor believes that an instruction under this DPA violates the GDPR or if Processor can no longer comply with this DPA or the GDPR.

3. Security and confidentiality

- 3.1. Processor shall implement and maintain appropriate technical and organisational security measures to prevent accidental or unlawful destruction, loss, alteration, unauthorised

disclosure of, or access to Personal Data. The security measures shall take into account the state of the art, the costs of the implementation and the nature, scope and context and purposes of the processing under the Agreement as well as the risk of likelihood and severity for the rights and freedoms of the Data Subjects.

- 3.2. Processor shall ensure that any employee, agent, contractor or any other person working under the direct authority of Processor is committed to respect and maintain the confidentiality and security of the Personal Data.

4. Sub-Processors

- 4.1. Controller consents to the processing of Personal Data by the Sub-Processor(s) as listed in Schedule 2 of this DPA. Processor shall inform Controller of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving Controller the opportunity to object to such changes.
- 4.2. Processor will remain fully liable to Controller for each Sub-Processor's performance of the Agreement and this DPA. Processor shall ensure that Sub-Processors are contractually bound to the same data protection obligations as those to which Processor is bound under this DPA.

5. Cooperation obligations

- 5.1. Processor shall deal promptly and appropriately with reasonable requests of Controller for cooperation and assistance in cases where Data Subjects wish to exercise their rights of access, rectification, erasure, restriction or data portability, insofar it is reasonably possible for Processor to execute such requests.
- 5.2. Processor shall cooperate with and assist Controller where Controller reasonably requests such cooperation or assistance in scope of its data protection impact assessment and prior consultation obligations under the GDPR.

6. Personal Data Breaches

- 6.1. Processor shall inform Controller without undue delay after becoming aware of a Personal Data Breach. Such notice shall be sent per e-mail to the contact details of Controller as known by Processor.
- 6.2. In the event of a Personal Data Breach, Processor shall promptly take adequate remedial measures. Furthermore, Processor shall promptly provide Controller with all relevant information and assistance as reasonably requested by Controller regarding the Personal Data Breach.

7. Return or destruction of Personal Data after termination of the Agreement not possible

- 7.1. Controller acknowledges and agrees that the services of Processor under the Agreement solely consist of:
- a) collecting Personal Data on behalf of Controller; and
 - b) transferring such Personal Data to Controller,
- and that such services do not include any storage of Personal Data by Processor on behalf of Controller.

8. Compliance and right of audit

- 8.1. Processor shall make available to Controller all information necessary to demonstrate compliance with the obligations laid down in this DPA.
- 8.2. Audits will take place at most once a year and will be announced at least 15 business days in advance. The Parties shall jointly determine the scope of the audit, taking into account

the limited processing of Personal Data under this Data Processing Agreement and the relatively low risks in terms of Personal Data protection as a result. The costs of the audit shall be borne by the Party requesting the audit.

9. International data transfer

9.1. Processor may transfer Personal Data to countries and/or parties as listed in Schedule 2 and works with parties within the EEA as much as possible. When transferring data to a Non-Adequate Country, Processor takes into account the relevant legislation (Chapter 5 GDPR) as much as possible, including entering into the necessary agreements with and performing Data Transfer Impact Assessments on the Sub-Processor.

10. Other terms

10.1. In addition to the termination terms as described in the Agreement, Controller has the option to terminate the Agreement with immediate effect and without incurring any damages or fines in case the Processor violates one or more of its obligations under this DPA.

10.2. All terms of the Agreement remain in effect. In case of conflicts or inconsistencies between this DPA and the Agreement, the provisions of this DPA prevail.

Schedule 1 – approved Sub-processors

1. MongoDB Inc., 1633 BROADWAY 38TH FLOOR NEW YORK NY 10019, US
2. Amazon Web Services EMEA SARL, Avenue John F. Kennedy 38, LUXEMBOURG, 1855, LUXEMBOURG