

## TERMS AND CONDITIONS

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE BUYING **GoldFor** TOKENS.

YOU ACKNOWLEDGE WHAT YOU READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO OBSERVE THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT PARTICIPATE TO THE TOKENS SALE.

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, NOR FOR **GoldFor** TOKENS.

**ООО «НПО « Россыпь-Геология »** EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM:

- RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT,
- ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR
- ANY ACTION RESULTING THEREFROM.

These Terms and Conditions (hereafter the “**T&C**”) are entered into between **the Company ООО НПО «Россыпь-Геология»** {[Research and Exploration Organization] **R&EO Placer-Geology LLC (Russia)**} a private company limited by shares, organized and existing under Russian law, having its registered office at Moscow, registered with the Companies Registry of Russia under № 1177746822945 from July 28, 2017, duly authorized for the purposes herein, hereafter referred to as “**the Company**”, “**we**” or “**us**”, and the natural or legal person purchasing **the Company’s** token, hereafter referred to as the “**Buyer**”.

The **Buyer** owning a pool of more than 4,000 tokens of **the Company** is hereinafter referred to as the “**Holder**”.

**The Company** and the **Buyer (Holder)** are referred to individually as a “**Party**” and together as the “**Parties**”.

These **T&C** form the basis for the sales agreement. They prevail over all other documents entered into by the **Buyer** or **the Company** and, as from their date of entry into force, shall apply to all purchases, including outstanding orders, and are deemed to be unconditionally accepted by the **Buyer** as of the conclusion of an order.

Any exemption from these **T&C** will require the express agreement of both **Parties**.

Any other document (e.g. Sales prospectus, quotation, presentation, etc.) is provided to the **Buyer** for information purposes only and shall not constitute an agreement that commits the liability of **the Company**, which may therefore withdraw or modify such documents, without the **Buyer** being entitled to any compensation.

The **T&C** form a contract between the **Buyer** and **the Company** for the purposes of the Token Sale.

By purchasing **the Company's** tokens, the **Buyer** accepts **T&C** and acknowledges that they are entering into a binding contract with **the Company** and agrees to be bound by it and all terms incorporated by reference (all Apps).

If you have any questions regarding these **T&C**, please contact us at [support@placer-geology.com](mailto:support@placer-geology.com)

## **The Token Sale**

### *Role And Attributes*

The Token Sale covered herewith involves the sale of virtual tokens, referred to as “**GoldFor**”.

Token **Gold Forecasting Placer (GoldFor)** is a certificate that grants the **Holder** the right to receive and use the result of a placer forecast for an area of 0.1 km<sup>2</sup> (~ 24.7 acres). The forecast is made for a land surface not covered by glaciers. The minimum volume of the forecasted result for a continuous plot of the Earth surface (having an isometric shape with a ratio of length to width of not more than 2) total of 400 km<sup>2</sup> (~ 154.5 square miles) is exchanged for a pool of 4000 **GoldFor** tokens, in accordance with the **Application** in which the owner of the pool (hereinafter referred to as the **Holder**) marks the borders of the land plot, its map projection and the required scale of cartographic materials of the forecast results (up to 1:25 000), other information necessary for concluding the **Agreement** .

The **Application** can be submitted not earlier than 01.08.2020

After that, **the Company** and the **Holder** conclude an **Agreement a Research** on the following subject: “Forecasting placer objects” within the area of the Earth's surface specified in the **Application**.

The **Agreement** shall come into force upon its signing and shall remain valid for two years after the **Parties** fully fulfill their obligations to perform and pay for the **Research** and to accept the **Research** results.

Token **GoldFor** acts as an electronic confirmation of 100% prepayment of research on subject: “Forecasting placer objects” for an area equal to 0.1 km<sup>2</sup> (~ 24.7 acres)

At the dates specified by the **Agreement**: the **Holder** transfers the appropriate number of **GoldFor** tokens to **the Company** account and **the Company** provides the **Holder** (the **Client** in accordance with the **Agreement**) the result of the forecast.

**The Company** provides a non-exclusive, nontransferable license to use the results of the forecast.

During the validity period of the **Agreement**, **the Company** is not entitled to transfer the forecast results to third parties (except for other **Clients** who have paid for **Research** on the forecast of placer for the territory completely or partially coinciding with the territory specified by the **Client** in the **Application** and who provided the identical additional geological-geophysical and other information used in the performance of the **Research** or partially coinciding information, but equally characterizing the area of intersection of the territories mark by the **Clients**) and/or to use for their own purposes, and also to transfer to third parties geological, geophysical and other information received from the **Client**, regardless of the degree of confidentiality of this information.

**The Company** undertakes within one year, adjust the forecast, at receipt from the Client of the geological and geophysical and other information not used at performance of **Research** at the moment of acceptance.

**GoldFor** tokens received from the **Holder**, **the Company** can use at its own discretion (destroy, reserve or sell)

Under no circumstances may **GoldFor** be used as a method of payment or exchange for other services offered by **the Company**.

The **Buyer** attention is however drawn to the fact that purchasing **GoldFor** does not confer automatic access to the service of obtaining the placer forecast, which is available only to the **Holder**.

The **Buyer** accepts and acknowledges that **GoldFor** tokens do not entitle their owners:

- to participate in any decision or vote within **the Company**
- to benefit from **the Company's** results;
- to derive any economic or other gain from **the Company**

The **Buyer** therefore acknowledges that they are fully aware that the **GoldFor** are in no way associated with ownership rights, voting rights or dividend rights, and **GoldFor** tokens do not constitute shares in **the Company** or in any other comparable asset or financial instrument. Consequently, this document does not constitute an offer or an invitation to sell shares, securities or rights belonging to **the Company** or any related or associated company.

*A GoldFor does not represent an investment*

**GoldFor** do not represent an investment in a security or a financial instrument within the meaning of EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments. **GoldFor** confer no direct or indirect right to **the Company's** capital or income nor does it confer any governance right within **the Company**;

*A GoldFor is not proof of ownership or a right of control*

Control over a **GoldFor** does not grant the **Buyer** any asset or share in **the Company**. **GoldFor** does not grant any right to participate in control over **the Company's** management.

*A GoldFor is not an electronic currency*

**GoldFor** do not constitute an electronic currency within the meaning of EU Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 relating to access to and pursuit of the business of electronic currency institutions. **GoldFor** are not accepted outside **the Company** and do not have a fixed exchange value equal to the amount delivered at the time of its issue;

*A GoldFor is not a payment service*

**GoldFor** do not constitute payment services within the meaning of EU Directive 2007/64/EC of 13 November 2007 relating to payment services in the internal market, nor within the meaning of EU Directive 2015/2366 of the European Parliament and of the Council of 25 November 2015 relating to payment services 2 (PSD 2). The Token Sale does not involve the purchase/sale of **GoldFor** and **the Company's** business does not consist in receiving currencies against the delivery of **GoldFor**; as such, a **GoldFor** is not a means of payment either.

## **GoldFor Sale**

Total 5,000,000 non-re-issued tokens.

Platform - WAVES

Token distribution:

- 80% of all issued tokens are put up for sale in the ITO process,
- 20% - **the Company's** reserve;
- 

Public placement of the tokens is made on the DEX and TIDEX crypto-currency exchanges through direct sales in pairs with BTC, ETH, WAVES, ZCASH, LTC, BCH, USDT, USD, EUR,TRY.

The Start course of the **GoldFor** token is 1 USD;

The sale of the tokens at this initial price will

begin on **GoldFor** on August 1, 2018 and

end on October 1, 2018.

After October 1, 2018 **GoldFor** tokens will continue to be traded on crypto-currency exchanges, but their price will be increased.

## **Cancellation And Refund**

The refund is carried out in the amount of 100% of the selling price in **USD** at the time of the start of sales (01.08.2018) regardless of the current exchange price of the **GoldFor** token, but not earlier than August 1, 2020. All refunds will be made in **USD**.

## **Intellectual Property**

We retain all right, title and interest in all of our intellectual property, including the architecture of software systems, interfaces, algorithms, programs, databases, inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

In particular, we retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming **GoldFor** tokens. This terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in this **T&C**.

You are being granted a non-exclusive, nontransferable, revocable license to use the **GoldFor** tokens strictly in accordance with these **T&C**.

As a condition of your use the **GoldFor** tokens you warrant to **the Company** that you will not use **GoldFor** tokens for any purpose that is unlawful or prohibited by these **T&C**.

Limitation to the transferability of license shall not be understood in a way, that the users are not allowed to transfer **GoldFor** tokens to third parties

## Security

The **Buyer** will use reasonable and appropriate measures to prevent unauthorized access to his assets in **GoldFor** tokens.

## Confidentiality

**The Company** does not collect information about **Buyers**, the confidentiality of the person of the **Holder** (legal or physical person) is stipulated in the **Agreement**.

## Taxes

All your factual and potential tax obligations are your concern and **the Company** is not in any case and under no conditions bound to compensate for your tax obligation or give you 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 you are obliged to pay, which tax exemptions you are eligible to etc.

## US Buyers

1. **GoldFor** is not offered for sale to the citizens of the United States of America ("USA") regardless of their location, and are not offered to natural or legal persons, having their seat or habitual residence in the USA;
2. Due to **the Company** products being offered on the Internet (meaning both the world wide web and the Waves blockchain) **the Company** understands that there is a possibility that there might be a certain flow of **GoldFor**'s into the USA or to the citizens of the USA;
3. **The Company** consequently explicitly prohibits persons from paragraph № 1 from using **GoldFor**;
4. **The Company** shall not be held liable for any legal or monetary consequence arising of such use;
5. Such persons who bought **GoldFor**, despite the prohibition shall on first request indemnify and hold harmless **the Company** from any legal or monetary consequence arising of their breach of this terms as described in this paragraph.

Legal and private persons related to US jurisdiction (and similar in the sense of regulating the turnover of securities) who are interested in purchasing **the Company**'s product - the "placer forecast", may act by entering into direct contracts with **the Company**, in period August 1, 2018 - December 31 2018 on general terms.

That is, minimum volume of the forecasted result for a continuous plot of the Earth surface total of 400 km<sup>2</sup> (~ 154.5 square miles) at a price of 0.1 km<sup>2</sup> (~ 24.7 acres) - 1USD, after October 1, 2018 the price will be adjusted. If interested, please contact us at [contract@placer-geology.com](mailto:contract@placer-geology.com)

## **Risks**

You understand that **GoldFor** token, blockchain technology, the Waves protocol, Waves and other associated and related technologies are new and untested and outside of **the Company** control and adverse changes in market forces or the technology, broadly construed, may affect **the Company**'s performance under this agreement.

### ***Legal risks regarding securities regulations***

There is a risk that in some jurisdictions **GoldFor** might be considered to be a security, or that it might be considered to be a security in the future. **The Company** has avoided the sale **GoldFor** tokens available to natural and legal persons from such jurisdictions, however **the Company** does not give warranties or guarantees that **GoldFor** token is not a security also in all jurisdictions, where it was made available. Each **Buyer** of **GoldFor** tokens shall bear its own legal or financial consequences of **GoldFor** being considered a security in their respective jurisdiction.

### ***Risks associated with the Waves protocol***

**GoldFor** token is based upon the Waves protocol. As such, any malfunction, unintended function or unexpected functioning of the Waves protocol may cause the **GoldFor** token to malfunction or function in an unexpected or unintended manner.

### ***Risk of unfavorable regulatory action in one or more jurisdictions***

The functioning of the Waves network and associated blockchain networks and **GoldFor** could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like **GoldFor**, which could impede or limit their existence, permissibility of their use and possession, and their value.

### ***Risk of theft and hacking***

Hackers or other groups or organizations may attempt to interfere with your token wallet, or the availability of **GoldFor** tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

### ***Risk of security weaknesses in the GoldFor source code or any associated software and/or infrastructure***

There is a risk that the **GoldFor**, or other third parties may unintentionally introduce weaknesses or bugs into the **GoldFor** source code interfering with the use of or causing the loss of **GoldFor** tokens.

### ***Risk of weaknesses or technological breakthroughs in the field of cryptography***

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Waves platform and **GoldFor**, which could result in the theft or loss of tokens.

### ***Risk of low or no liquidity***

Even though there are currently online services available, which enable the possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that **GoldFor** tokens will be subject to exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and **the Company** does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure

### ***Risk of uninsured losses***

- Unlike bank accounts or accounts at some other financial institutions, funds held using **GoldFor** or Waves network are entirely uninsured.
- Risk of malfunction in the Waves network or any other blockchain. It is possible that the Waves network or any other network, to which **GoldFor** is interacting with, malfunctions in an unfavorable way, including but not limited to one that results in the loss of **GoldFor**.

### ***Unanticipated risks***

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that **the Company** cannot foresee and it is unreasonable to believe that such risks could have been foreseeable.

**GoldFor** tokens are provided “as is”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the **GoldFor** tokens, including any warranty that the **GoldFor** tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged.

Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, noninfringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.



## Liability

**The Company** and its affiliates and their respective officers, employees or agents will 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 **GoldFor** tokens, even if **the Company** has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of **GoldFor** tokens.

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

- your inability to use the **GoldFor** tokens, including without limitation as a result of any termination or suspension of the Waves network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions;
- the cost of procurement of substitute goods or services;
- any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the **GoldFor** tokens;
- or
- 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 any **GoldFor** token.

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their 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 third-party claim concerning this **T&C** or your use of **GoldFor** tokens contrary to these terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us 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.

The information, products, and services included in or available through the website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. **The Company** and/or its suppliers may make improvements and/or changes in the website at any time.

**The Company** makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the **GoldFor** tokens, the website, information, products, services and related graphics contained on the website for any purpose. To the maximum extent permitted by applicable law, **GoldFor** tokens, the website, all such information, products, services and related graphics are provided "as is" without warranty or condition of any kind.

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

We and our affiliates will not be liable for any delay or failure to perform any obligation under this **T&C** 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, 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 the Waves or any other blockchain protocols or any other force outside of our control.

## **Miscellaneous**

The whitepaper of **GoldFor** shall be considered part of this **T&C** and by accepting these **T&C** users are deemed to have read the **GoldFor White-Paper** and are aware of all risks and rules provided thereto.

We do not permit individuals under the age of 18 use our products. This **T&C** does not create any third-party beneficiary rights in any individual or entity.

You will not assign this **T&C**, or delegate or sublicense any of your rights under this **T&C**, without our prior written consent. Any assignment or transfer contrary to these terms will be void. Subject to the foregoing, this **T&C** will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

The failure by us to enforce any provision of this **T&C** will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

Except as otherwise set forth herein, if any portion of this **T&C** is held to be invalid or unenforceable, the remaining portions of this **T&C** will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this **T&C**, but the rest of the **T&C** will remain in full force and effect.

All disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the Russian Federation in Moscow.

This **T&C** is the entire agreement between you and us regarding the subject matter of this **T&C**. This **T&C** supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this **T&C**.

We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this **T&C** (whether or not it would materially alter this **T&C**) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.