TERMS & CONDITIONS

for users acquiring EDU Tokens

November 2017

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. THESE TERMS AND CONDITIONS AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT BUY EDU TOKENS.

THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY RECHAINED, DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN RECHAINED OR THE WEBSITE OR THE PRODUCTS OFFERED THERETO.

ACQUISITION OF CRYPTOGRAPHIC TOKENS FROM RECHAINED DOES NOT PRESENT AN EXCHANGE OF CRYPTOCurrencies FOR ANY FORM OF ORDINARY SHARES IN RECHAINED OR THE WEBSITE, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, ISSUED BY RECHAINED IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR OTHER REVENUE RIGHT. HOLDERS OF RECHAINED CRYPTOGRAPHIC TOKENS ARE ONLY ENTITLED TO THE USE OF THE PLATFORM AND SOFTWARE AND CERTAIN OTHER RIGHTS WITHIN THE PLATFORM IN ACCORDANCE WITH THE TERMS SET OUT HEREIN.

RECHAINED CRYPTOGRAPHIC TOKENS ARE AVAILABLE TO USERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC TOKENS AND RECHAINED DOES IN NOT WAY PROVIDE EXCHANGE OF RECHAINED CRYPTOGRAPHIC TOKENS FOR FIAT CURRENCY. RECHAINED ALSO DOES NOT PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE TOKENS.
1. DEFINITIONS
The following definitions mentioned throughout these Terms shall have the following meaning:

1.1. "Account" – Your digital account on the Website, which You create to take part in the EDU Tokens Sale and check Your EDU Tokens balance.

1.2. "Blockchain" – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

1.3. "Cryptocurrency" - is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency.

1.4. "EDU Tokens" or "Open Source University tokens" - are cryptographic tokens created by the RECHAINED and distributed among Users that can be used to trade courses and degrees in the Open Source University platform. EDU Tokens are Utility tokens. EDU Tokens are ERC-20 standard Ethereum token.

1.5. "EDU Tokens Sale" - a restricted initial coin offering (ICO) by RECHAINED to eligible Users regarding purchase of EDU Tokens.

1.6. "ETH" or "Ether" - shall mean value token of the Ethereum blockchain called "ether".

1.7. "Ethereum" shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

1.8. "Open Source University platform" or "Platform" - shall be a distributed education and certification platform, operating on the public Ethereum blockchain. The platform distinguishes 3 main networks where business, learners and Academia will transparently collaborate.

1.9. "PARITY TECHNOLOGIES Ltd" - a limited company registered in England & Wales with company number 09760015 and registered office is at Ignition Law, Moray House Floor 1, Moray House, 23-31 Great Titchfield Street, London, United Kingdom, WC1W 7PA.

1.10. "RECHAINED" - is RECHAINED Ltd, located at 1-3 Pop Bogomil Street, 3 Floor, Sofia, Bulgaria, company code 204820762, is a EDU Tokens issuer and owner, developer and provider of Open Source University platform.

1.11. "Terms" - means these Terms and Conditions.
1.12. "User" - is an individual or entity that purchases and/or uses EDU Tokens.

1.13. "Utility token" or "User token" - is token that provides users with future access to a product or service. Utility token is not "equity token" or "security tokens" and not represent ownership of an asset, such as debt or company stock. Through utility token ICOs, start-ups can raise capital to fund the development of their blockchain projects, and users can purchase future access to that service, sometimes at a discount off the finished product’s sticker price.


1.15. "Website" - shall mean https://os.university/

1.16. "Whitepaper" - is the document published by RECHAINED on the Website, describing technical and marketing details of the EDU Tokens Sale, the idea and purpose of Open Source University platform, EDU Tokens functionality, as well as respective pricing and tokens distribution periods.

1.17. "You" - is an individual or entity that uses EDU Tokens.

2. TERMS STATUS, ACCEPTANCE AND CHANGES

2.1. These Terms constitute a legally binding agreement between You and the RECHAINED, as defined herein.

2.2. By purchasing EDU Tokens, You are confirming to RECHAINED that You have fully read, understood and irrevocably accepted these Terms. If You do not agree with these Terms in general or any part of them, You are not permitted to purchase EDU Tokens.

2.3. By placing an order for EDU Tokens, You:

(i) consent and agrees to the Terms;

(ii) represent and warrants that You are legally permitted to purchase EDU Tokens in the Yours jurisdiction;

(iii) represent and warrants that You are of a sufficient age to legally purchase EDU Tokens or has received permission from a legal guardian who has reviewed and agreed to these Terms;
(iv) represent and warrants that You will take sole responsibility for any restrictions and risks associated with the purchase of EDU Tokens as set forth below; and

(v) represent and warrants that You have as an understanding of the usage and intricacies of cryptographic tokens, like ETH, and blockchain-based software systems.

2.4. This document or any other document produced by RECHAINED, as well as the Website, and any of their content, does not constitute an offer or solicitation to sell shares or securities. None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer and shall not be construed as investment or financial product.

2.5. You acknowledge and accept that these Terms, the Platform and/or the Website are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at RECHAINED’s sole discretion. Your continued use of the Platform and/or the Website after any amendments or alterations of these Terms, the Platform and/or the Website shall constitute Your consent and acceptance of any such changes, modifications, amendments, alternations or supplements. The date of the most recent amendments and alterations will be indicated at the top of these Terms.

2.6. You acknowledge and accept that the RECHAINED reserves the right at any time, in its sole and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Platform and/or the Website, and/or disable any access to the Platform and/or the Website for any reason.

3. ELIGIBILITY, REPRESENTATIONS AND WARRANTIES

3.1. You shall meet certain participation requirements to participate in the EDU Tokens Sale:

(i) provide a scan copy of passport or identity card in order to carry out the appropriate identification check of the person and the check whether User is listed on global watchlists;

(ii) comply with all the terms and conditions set forth in these Terms;

(iii) create the account necessary to purchase the EDU Tokens, including an associated Wallet;
(iv) provide a valid email address;

(v) fund Your Wallet with an amount of Ether ("ETH") sufficient to allow You to complete the purchase under these Terms and to pay the full purchase price for the EDU Tokens from the Wallet. The address associated with the Wallet will be deemed Your “purchaser address” for all purposes under these Terms.

3.2. You are not eligible to purchase any EDU Tokens in the EDU Tokens Sale if You are:

(i) natural person - a citizen, resident (tax or otherwise) or green card holder of the United States of America or legal person, having its seat of incorporation in the United States of America;

(ii) natural person - a citizen or resident of the Republic of Singapore or legal person, having its seat of incorporation in the Republic of Singapore;

(iii) natural person - a citizen or resident of Republic of China or legal person, having its seat of incorporation in Republic of China;

(iv) natural person - citizen or resident of South Korea or legal person, having its seat of incorporation in South Korea.

3.3. If buying, selling and usage of cryptocurrency and/or tokens, participation in the ICO are not legal in Your country (whether You are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering (IPO), crowdfunding or similar, You oblige not to participate in the EDU Tokens Sale and not to use or buy EDU Tokens. Failure to comply with local laws may result in the loss of Your Account and any assets contained within.

3.4. RECHAINED reserves its right to decide in its own discretion to adopt reasonable organizational and technical measures to assure that EDU Tokens are not available to persons from paragraph 3.2.

3.5. Due to the EDU Tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) RECHAINED and users understand that there is a possibility that there might be a certain “flow back” of EDU Tokens to natural and legal persons with their habitual residence or seat of incorporation located in the restricted areas pointed at paragraph 3.2. RECHAINED consequently explicitly prohibits persons from paragraph 3.2 from using the EDU Tokens. RECHAINED shall not be held liable for any legal or monetary consequence arising of such use. Such persons using EDU Tokens despite the prohibition shall on first request indemnify and hold harmless RECHAINED.
from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 3.2. Any person, matching the criteria from paragraph 3.2, shall immediately stop using EDU Tokens.

3.6. If You are registering to use EDU Tokens on behalf of a legal entity, You represent and warrant that:

(i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and

(ii) You are duly authorized by such legal entity to act on its behalf.

3.6. You further represent and warrant that:

(i) You are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions) and You are of sufficient age to participate in the EDU Tokens Sale / the ICO and have full capacity of civil conduct under the laws of the jurisdiction where You are domiciled;

(ii) You have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which You are a party;

(iii) You are not located in, under the control of, or a national or resident of any restricted areas pointed at paragraph 3.2;

(iv) You have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);

(v) You will not use the EDU Tokens if any applicable laws in jurisdiction of Your habitual residence or incorporations prohibit You from doing so in accordance with these Terms;

(vi) You have a deep understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, cryptographic protocol, smart contracts, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and blockchain-based software;

(vii) You have carefully reviewed the content of this document and have understood and agreed with these Terms;
(viii) You will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the EDU Tokens;

(ix) Your participation in EDU Tokens Sale is voluntary and based on Your own independent judgment without being coerced, solicited or misled by anyone else;

(x) You have obtained and were given sufficient information about the EDU Tokens to make an informed decision to acquire them;

(xi) You understand that the EDU Tokens confer only the right to use the Open Source University platform, as set out in paragraph 1.4, and confer no other rights of any form with respect to the Platform or RECHAINED, such as voting in its annual general meeting, right to dividends or other distribution or other financial or legal rights;

(xii) Your purchase of EDU Tokens complies with applicable law and regulation in Your jurisdiction, including, but not limited to:

➢ legal capacity and any other threshold requirements in Your jurisdiction for purchasing the Tokens, using the Tokens in the Platform, and entering into contracts with us;

➢ any foreign exchange or regulatory restrictions applicable to such purchase; and

➢ any governmental or other consents that may need to be obtained;

(xiii) You agree and acknowledge that the EDU Tokens do not constitute securities in any form in any jurisdiction;

(xiv) You agree and acknowledge that no regulatory authority has examined or approved of the information set out in this Terms and the Whitepaper, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of this Terms and the Whitepaper to You does not imply that the applicable laws, regulatory requirements or rules have been complied with;

(xv) You agree and acknowledge that this Terms and the Whitepaper, the undertaking and/or the completion of the Blockchain Initial Token Sale, or future trading of the EDU Tokens on any cryptocurrency exchange, shall not be construed, interpreted or deemed by You as an indication of the merits of the Blockchain, the EDU Tokens, the Blockchain Token Sale (each as referred to in this Whitepaper);
(xvi) You agree and acknowledge that this Terms and the Whitepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and You are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of this Terms and the Whitepaper;

(xvii) You agree and acknowledge that in the case where You wish to purchase any EDU Tokens, the EDU Tokens are not to be construed, interpreted, classified or treated as:

➢ any kind of currency other than cryptocurrency;
➢ debentures, stocks or shares issued by any person or entity (Blockchain)
➢ units in a business trust;
➢ derivatives of units in a business trust;
➢ units in a collective investment scheme;
➢ rights, options or derivatives in respect of such debentures, stocks or shares;
➢ rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
➢ any other security or class of securities.

(xviii) You do not contemplate to use EDU Tokens for any speculative, illegal or non-ethical purpose, including, but not limited to, speculative investment;

(xix) You are fully aware and understand that in the case where You wish to purchase any EDU Tokens, there are risks associated with Blockchain and its respective business and operations, the EDU Tokens, the EDU Tokens Sale;

(xx) You understand and accept that the purchase and sale of cryptocurrencies and tokens of any kind (including EDU Tokens) involves risk. Due to the constant price fluctuations, You may increase or lose value in Your assets at any time

(xxii) You agree and acknowledge that Blockchain is not liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data),
arising out of or in connection with any acceptance of our reliance on this Terms and the Whitepaper or any part thereof by You;

(xxii) You are legally permitted to receive and hold cryptocurrencies and tokens;

(xxiii) You do not intend to break or misuse EDU Tokens for money laundering or any illegal activities;

(xxiv) You will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website or the Platform; You will not violate or attempt to violate the security of the Website or the Platform;

(xxv) You will not access information or data which You are not authorized to access;

(xxvi) You will promptly provide to RECHAINED, upon request, any additional information which RECHAINED may consider necessary;

(xxvii) You waive the right to anticipate in any class action lawsuit or any class wide arbitration against RECHAINED and any person or legal entity associated with it;

(xxviii) by participating in the EDU Tokens Sale or receiving and holding EDU Tokens You acknowledge and agree that You fully understand that EDU Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, You agree that RECHAINED and any of its affiliates may not be held liable for any loss arising out of, or in any way connected Your participation in the EDU Tokens Sale or receiving and holding EDU Tokens;

(xxix) You accept that there are certain risks associated with purchase of EDU Tokens, holding EDU Tokens, and using EDU Tokens. By purchasing EDU Tokens, You expressly acknowledges and assumes such risks, including, but not limited to: risk of losing access to the EDU Tokens in Yours possession due to loss of private key(s) or password, as well as any other registration information, risks associated with the EDU Tokens Blockchain, risk of mining attacks, risk of hacking and security weaknesses, risks associated with Cryptocurrency markets, etc.;

(xxx) You accept that there is no warranty that the process for creating EDU Tokens will be uninterrupted or error-free and that there is an inherent risk that the EDU Tokens Blockchain could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of EDU Tokens;
(xxx) You agree to be solely responsible for any applicable taxes imposed on the Your accepts that purchased hereunder;

(xxxi) You hereby undertake to provide valid proves concerning legality of Your proceeds used to purchase EDU Tokens upon RECHAINED’s request or request of bank institutions or government authorities;

(xxxii) All of the above representations and warranties are true, complete, accurate and nonmisleading from the time of Your access to and/or acceptance of possession this Terms and the Whitepaper or such part thereof.

3.7. RECHAINED represents and warrants that:

(i) RECHAINED is a Bulgarian corporation, duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(ii) The performance by RECHAINED of these Terms is within the power of RECHAINED and, other than with respect to the actions to be taken when EDU Tokens are to be sold to You, has been duly authorized by all necessary actions on the part of RECHAINED. These Terms constitute a legal, valid and binding obligation of RECHAINED, enforceable against RECHAINED in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of RECHAINED, it is not in violation of:

➢ its current certificate of incorporation or bylaws,

➢ any material statute, rule or regulation applicable to RECHAINED or

➢ any material indenture or contract to which RECHAINED is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on RECHAINED.

(iii) The performance and consummation of the transactions contemplated by these Terms do not and will not:

➢ violate any material judgment, statute, rule or regulation applicable to RECHAINED,
result in the acceleration of any material indenture or contract to which RECHAINED is a party or by which it is bound, or

result in the creation or imposition of any lien upon any property, asset or revenue of RECHAINED or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to RECHAINED, its business or operations.

(iv) To its knowledge, RECHAINED owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

4. KYC PROCEDURE AND ANTI-MONEY LAUNDERING POLICY

4.1. RECHAINED reserves the right to conduct “know your customer” procedure (KYC procedure) and any other kind of customer due diligence on You at any time (including after the close of the EDU Tokens Sale).

4.2. KYC procedure is based on already provided solution by Parity Technologies Ltd. called PICOPS. PICOPS solution was integrated into our Website. For the purpose of the KYC procedure You must fill in Surname, Given name, Country, email and already verified ETH Wallet on our platform - https://os.university. You hereby authorize RECHAINED and Parity Technologies Ltd. to directly make any inquiries we consider necessary to verify Your identity and/or account information, and request and obtain any information relating to You and to take action we reasonably deem necessary based on the results of such inquiries.

4.3. You acknowledge that You cannot open an account without having passed the KYC procedure.

4.4. You acknowledge that RECHAINED may refuse to sell EDU Tokens to You or to provide Services, until You provide such requested information and RECHAINED has determined that it is permissible to sell You EDU Tokens and to provide the Services under applicable laws or regulations.
4.5. If RECHAINED discovers Your purchase of EDU Tokens violating these Terms or any anti-money laundering, counter-terrorism financing or other regulatory requirements, Your purchase of EDU Tokens under the EDU Tokens Sale shall be invalid with retroactive effect and RECHAINED shall be entitled to immediately terminate this Agreement with You, deny Your access to the EDU Tokens Sale, reject delivery of any EDU Tokens and request return of any delivered EDU Tokens, irrespective of any payment that You could have made.

4.6. If we have any doubt that You are violating anti-money laundering and counter-terrorism financing requirements, You may be required to provide RECHAINED with certain personal information, including but not limited to, Your name, address, telephone number, email address, date of birth, personal code, passport, utility bills, proof regarding source of funds, etc. RECHAINED may also require You to answer certain questions or take certain actions in order to verify Your identity or comply with applicable law. In submitting this personal information, You verify that the information is accurate and authentic, and You agree to update it if any information changes. You hereby authorize RECHAINED to directly make any inquiries we consider necessary to verify Your identity and/or account information, and request and obtain any consumer report or similar information relating to You and to take action we reasonably deem necessary based on the results of such inquiries.

4.7. Use of EDU Tokens is subject to international export controls and economic sanctions requirements. By acquiring EDU Tokens, You represent and warrant that Your acquisition comports with and Your use of the item will comport with those requirements. Without limiting the foregoing, You may not acquire EDU Tokens if You are on any sanctions list or You intend to use EDU Tokens in association with any persons or entities that are listed on any sanctions list.

5. PURPOSE AND USE OF EDU TOKENS. POSSIBLE MIGRATION OF EDU TOKENS

5.1. Open Source University platform is a distributed education and certification platform, operating on the public Ethereum blockchain. The platform is distinguished 3 main networks where business, learners and Academia will transparently collaborate. There are Massive Open Online Courses and other high-quality learning opportunities, which are distributed over a number of online platforms and providers, to be openly integrated into the Open Source University platform, using smart contracts. To achieve this goal,
RECHAINED will develop the ecosystem and introduce the utility EDU Tokens for the ecosystem. While RECHAINED intends to develop the ecosystem it may opt to develop components of the ecosystem in a manner that varies from its current intent as RECHAINED believes is necessary or desirable in light of business or technical considerations.

5.2. The Platform does not encompass and RECHAINED is not a provider of:

(i) exchange services between virtual currencies and fiat currencies,

(ii) wallet or custodial services of credentials necessary to access virtual currencies.

5.3. The purpose of the EDU Tokens is to be used to trade courses and degrees within the Open Source University ecosystem. EDU Tokens are built on the ERC-20 token standard, which allows for simple integration into users’ wallets.

5.4. While RECHAINED is developing certain applications and software for use in the ecosystem, except to the extent set forth in any separate terms governing the use of company-provided elements of the ecosystem, RECHAINED shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the parties, which You may suffer, sustain or incur, arising out of or relating to the ecosystem or Your use thereof or any third-party uses of the ecosystem.

5.5. Purchase, ownership, receipt, or possession of EDU Tokens carries no rights, express or implied, other than the right to use EDU Tokens as a means to enable usage of and interaction with services enabled by the Ecosystem, if the Ecosystem is successfully completed and deployed. In particular, You understand and accept that EDU Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the ecosystem and/or RECHAINED, other than any rights relating to the provision and receipt of services in the ecosystem, subject to limitations and conditions in these Terms. The EDU Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.

5.6. The EDU Tokens will be delivered to You as ERC-20 compliant Ethereum network tokens. Following Your purchase of the EDU Tokens, if You elect to transfer the tokens from the Wallet to another wallet, the wallet to which the EDU Tokens are transferred must be compatible with Ethereum ERC-20 tokens.
5.7. RECHAINED reserves the right to migrate the ERC-20 Tokens to another protocol in the future should RECHAINED determine, in its reasonable discretion, that doing so is necessary or desirable for the operation of the Ecosystem. Upon RECHAINED’s request, You agree to take any and all actions reasonably necessary to effectuate the migration of Your ERC-20 Tokens to another protocol identified by RECHAINED. If You fail to effectuate such migration, the EDU Tokens may not be compatible with the services going forward. Notwithstanding any other provision of these Terms, RECHAINED shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the Parties, which You may suffer, sustain or incur, arising out of or relating to Your failure to effectuate such migration of Your ERC-20 Tokens to another protocol identified by RECHAINED.

5.8. EDU Tokens holders are granted a right of use and access to the Platform. EDU Tokens will be an integral part of the Platform and it will be necessary to use and access it. Platform fees will be determined in EDU Tokens and consequently paying for the Platform services in EDU Tokens will not present exchange risk for the users. The Platform might be accepting payments in ETH. RECHAINED reserves its right to introduce a number of additional utility features to EDU Tokens, for which change of these Terms shall not be required, and may such additional changes be introduced to the users by being published on the Website.

5.9. EDU Tokens are designed to be exchangeable on cryptographic token exchanges. RECHAINED gives no warranties that EDU Tokens will be exchangeable on bigger exchanges, but undertakes on best effort bases to do everything that is reasonable possible and within the powers of RECHAINED to enable exchange of EDU Tokens on as many exchanges as possible.

5.10. EDU Tokens do not entitle You to any intellectual property rights in regard to RECHAINED and its products and services.

5.11. RECHAINED is not required to consult with You regarding any activities and/or decisions of RECHAINED or coordinate it with You. You will not have any influence in the development or governance of RECHAINED.

5.12. EDU Tokens holders cannot request an audit of RECHAINED and its business, and an investigation of RECHAINED’s activities.
6. USER’S WEBSITE REGISTRATION AND ACCOUNT

6.1. For the purpose of EDU Tokens Sale and proper use of the Website and EDU Tokens balance check, You should register on the Website and create an individual Account with Your respective login and password. You are given access to an Account following Your provision of all information required by the RECHAINED, authorization by the RECHAINED and upon Your successful creation of an Account. You warrant that any and all information provided for the purpose of Your Account creation and/or any other Website use is valid, current, complete and accurate. Registration data and other information about You is subject to the accompanying Privacy Policies available on the Website. You cannot open an account without having passed the KYC procedure.

6.2. You hereby expressly consent that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the RECHAINED of any unauthorized Account activity. You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or RECHAINED may suffer as a result of Your failure to do so.

6.3. You may deactivate Your registration with the Website at any time by sending respective request in the contact form on the Website. We may terminate Your use of and registration with the Website or freeze any transactions on the Platform at any time if You violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any other party, when we find such measures reasonable and/or necessary in a particular situation, without any refunds.

6.4. RECHAINED reserves its right to implement verification or token purchase limitation services on the Website at any time to verify certain eligibility requirements set forth by RECHAINED or to limit certain residents from purchase of EDU Tokens. Such measures might include, but not limited to: IP address verification or restriction, application of online verification systems and checkboxes, etc. For this purpose RECHAINED reserves its right to engage any third parties at its own discretion. Any of the verification or token purchase restriction measures might be modified by RECHAINED at any time.

6.5. By creating an Account, You also consent to receive electronic communications from RECHAINED (e.g., via email or by posting notices to the Website). These communications
may include notices about Your Account (e.g., password changes and other transactional information) and are part of Your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to You electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send You promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to You. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

7. EDU TOKENS SALE CONDITIONS

7.1. RECHAINED intends to create a total of 48,000,000 EDU Tokens. Of those, 34,800,000 EDU Tokens will be made available for sale in the EDU Tokens Sale and the remaining 13,200,000 Tokens will be allocated for other uses. RECHAINED shall not create additional tokens at any time after the initial token release.

7.2. The EDU Tokens will be issued on the Ethereum platform.

7.3. The funds raised from the EDU Tokens Sale will belong to RECHAINED and will be used exclusively for the development and running of the Platform, as defined above.

7.4. The EDU Tokens Sale will be conducted by RECHAINED on Website - https://os.university/. The Offer shall be available only at this Website. Any other offers concerning EDU Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the RECHAINED.

7.5. The EDU Tokens Sale will be facilitated via web interface, locked crypto wallets, and smart contracts on the Ethereum side.

7.6. RECHAINED reserves a right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of RECHAINED and shall only be used in limited situations, such as, but not limited to: i) serious security issue detected, ii) serious network performance issue, depriving all users of equal
treatment, iii) any type of material attack on the EDU Tokens, the Platform, Website or Ethereum network.

7.7. Users of EDU Tokens in the EDU Tokens Sale will be granted user accounts on the aforementioned website that will enable them to claim their purchase at the end of the initial sale.

7.8. Users of EDU Tokens in the EDU Tokens Sale will acquire EDU Token in exchange only for ETH.

7.9. RECHAINED will allocate the purchased EDU Tokens to the corresponding user account on the website, delivering it to their control.

7.10. EDU Tokens are available for purchase to eligible Users only during the specified EDU Tokens Sale period of time that is defined in the Term and the Whitepaper and published on the Website.

7.11. The EDU Tokens Sale will be held in two stages: pre-sale and crowdsale.

7.12. The pre-sale will begin on November 20 2017, 12:00:00 UTC and will end on December 31 2017 at 12:00:00 UTC.

7.13. The crowdsale will begin on June 20 2018, 12:00:00 UTC and will end on July 01 2018 at 12:00:00 UTC.

7.14. RECHAINED reserves the right to change the date when the pre-sale or the crowdsale will begin and further reserves the right to extend the sale duration for any technical or organizational reason, including the unavailability of the Website or other unforeseen security or procedural issues, without any duty to provide explanation to the users or the public. Any such change will be published on the Website. Though it does not currently anticipate doing so, RECHAINED also reserves the right to shorten the sale duration for any reason.

7.15. The number of EDU Tokens offered for sale by RECHAINED is limited. The maximum number of EDU Tokens that can be purchased by a pre-sale User will be 4,800,000 EDU Tokens. The maximum number of EDU Tokens that can be purchased by a crowdsale User will be 30,000,000 EDU Tokens.

7.16. The price of EDU Tokens is set forth in ETH and shall be published on the Website. The price of EDU Tokens is different for each stage of EDU Tokens Sale as follows:
➢ for the pre-sale: the price for the first 2,601,600 EDU Tokens is 1350 EDU Tokens per 1 ETH;

➢ for the pre-sale: the price for the rest 2,198,400 EDU Tokens is 1200 EDU Tokens per 1 ETH;

➢ for the crowdsale: the price for all 30,000,000 EDU Tokens is 740 EDU Tokens per 1 ETH.

7.17. The number of EDU Tokens allowed for purchase by one User is not limited.

7.18. When will start each stage of The EDU Tokens Sale on the Website, RECHAINED would publish an offer to sell EDU Tokens to potential, eligible Users. This offer is considered a legally binding offer of the RECHAINED to sell EDU Tokens.

7.19. The Offer shall be available only at this Website. Any other offers concerning EDU Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the RECHAINED.

7.20. Legally binding acceptance of the offer shall be conducted by an eligible User on the Website by clicking on the respective button on the Website. From this moment the offer shall be considered formally accepted by the respective User and the User shall be obliged to pay the price of the respective amount of EDU Tokens (at the condition that the respective User complies with the eligibility requirements set forth by RECHAINED). Offer acceptance by eligible User shall be deemed irrevocable.

7.21. RECHAINED reserve the right to refuse or cancel EDU Token purchase requests at any time in its sole discretion

7.22. User must pay the full purchase price immediately at the time of his/her purchase of the EDU Tokens, by sending the amount of ETH representing the purchase price to the send address provided to him/her during the purchase. If User fails to make such payment, RECHAINED reserves the right to declare these Terms void, by providing written notice to you and refusing to accept your payment of the purchase price.

7.23. The payment of EDU Tokens must be conducted by the User in ETH. RECHAINED do not accept fiat currency as payment for EDU Tokens.

7.24. To purchase EDU Tokens the User shall only send ETH from his/her personal Ethereum address wallet (hardware wallet for which User controls the private key), in the amount which is commensurate to the amount of the EDU Tokens the User is willing to
receive for such payment. It is prohibited to send ETH to purchase EDU Tokens from any cryptocurrency exchanges. User undertakes to control solely the address and/or the cryptocurrency wallet used for the EDU Tokens Sale contribution, shall not act on behalf of any third party and shall not transfer the control of the mentioned address or wallet to any third party.

**7.25.** User is not entitled to send any funds to purchase EDU Tokens until each stage of the EDU Tokens Sale has officially begun. User is not entitled to send any funds to purchase EDU Tokens upon ending of the respective EDU Tokens Sale stage.

**7.26.** The amount of EDU Tokens to be provided to a User shall be specified in User’s registered Account on the Website upon completion of EDU Tokens purchase by the User. The EDU Tokens shall be sent to the User’s personal respective cryptocurrency wallet after EDU Tokens Sale distribution phase.

**7.27.** The purchase of the EDU Tokens by the User from RECHAINED is final, and, thus, there are no refunds and/or cancellations, except as expressly provided in these Terms or as may be required by applicable law or regulation.

**7.28.** RECHAINED will monitor all potential transactions for fraudulent attempts to double spend ETH. Any detected double spend of ETH will result in no EDU Tokens being delivered to the associated User.

**7.29.** The transactions on purchase of EDU Tokens shall be stored on Blockchain and available for reference and check.

**7.30.** RECHAINED shall not store the EDU Tokens on User’s behalf. Any EDU Tokens shall be stored on the User’s own cryptocurrency wallet.

**7.31.** RECHAINED do not have any access to any passwords of User’s cryptocurrency wallet.

**7.32.** By purchasing EDU Tokens, and to the extent permitted by applicable law, the User agrees not to hold RECHAINED liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to, User’s failure to secure its account and/or its cryptocurrency wallet.

**7.33.** User is responsible for implementing reasonable measures for securing the cryptocurrency Wallet and any other wallet, vault or other storage mechanism he/she use to receive and hold EDU Tokens purchased from RECHAINED, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If
User’s private key(s) or other access credentials are lost, User may lose access to his/her EDU Tokens. Notwithstanding any other provision of these Terms, RECHAINED shall not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to:

(i) User’s failure to implement reasonable measures to secure the wallet, vault or other storage mechanism you use to receive and hold EDU Tokens or the relevant access credentials; or

(ii) the loss of or unauthorized use of any of User’s access credentials.

7.34. Ownership rights for EDU Tokens shall be transferred from RECHAINED to the respective eligible User upon completion of the payment procedure.

7.35. Ownership rights for ETH contributed by a User shall be transferred to RECHAINED upon completion of respective payment procedure. Any ETH might be converted by RECHAINED into fiat currency at any time.

7.36. The EDU Tokens are not consumer products and their Users accept explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

8. CERTAIN RISKS RELATING TO EDU TOKENS

8.1. You understand that Digital Assets, the Platform, EDU Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of RECHAINED’s exclusive control and adverse changes in market forces or the technology, broadly construed, will excuse RECHAINED’s performance under these Terms.

8.2. The EDU Tokens and the Platform are provided “as is”. We make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the EDU Tokens, including any warranty that the EDU 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 disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.
8.3. In addition to the above, You also acknowledge that You have been warned of the following risks, associated with the Website, the Digital Assets, the EDU Tokens, the Platform and other relevant technologies mentioned herein.

8.4. There is a risk that in some jurisdictions the EDU Tokens and other digital assets might be considered to be a security, or that it might be considered to be a security in the future. RECHAINED does not give warranties or guarantees that EDU Tokens are not a security in all jurisdictions. Each user of EDU Tokens shall bear its own legal or financial consequences of EDU Tokens being considered a security in their respective jurisdiction. Every user is bound to check if acquisition and disposal of EDU Tokens is legal in its jurisdiction, and by accepting these Terms each user undertakes not to use EDU Tokens should their use not be legal in the relevant jurisdiction. If a user establishes that the use of EDU Token under these Terms is not legal in its jurisdiction, it should not use the EDU Token, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of RECHAINED to provide EDU Tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that EDU Tokens are not legal in certain jurisdiction, RECHAINED will either cease operations in that jurisdiction, or adjust EDU Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

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

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

8.7. Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens (as EDU Token) between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that EDU Tokens will be listed or made available for 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 RECHAINED does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, RECHAINED will not enable exchange of EDU Tokens for other cryptographic tokens or for fiat currency. User may not at any given time be able to acquire or dispose of its EDU Tokens due to lack of liquidity.

8.8. Value of EDU Tokens may fluctuate and their users might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the EDU Tokens.

8.9. EDU Tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

8.10. There is a risk that the Website and EDU Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of EDU Tokens.

8.11. It is possible that RECHAINED, EDU Tokens or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.

8.12. The Platform is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Platform and EDU Tokens may not be met upon release of Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of EDU Token.
8.13. There is a risk that due to different reasons the Platform may never be released and operational, even though RECHAINED will make reasonable efforts to complete and deploy it.

8.14. You acknowledge that there are risks associated with using the EDU Tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that RECHAINED shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and EDU Tokens, howsoever caused.

8.15. It is possible that alternative ecosystems could be established that utilize the same open source code and protocol underlying this ecosystem and attempt to facilitate services that are materially similar to the services. The ecosystem may compete with these alternatives, which could negatively impact the ecosystem and EDU Tokens, including the utility of the EDU Tokens for obtaining services.

8.16. The ecosystem is still under development and may undergo significant changes over time. Although RECHAINED intends for the EDU Tokens and ecosystem to function as described in these Terms and the Whitepaper, and intends to take commercially reasonable steps toward those ends, RECHAINED may have to make changes to the specifications of the EDU Tokens or ecosystem for any number of legitimate reasons. Moreover, RECHAINED has no control over how other participants will use the ecosystem, what products or services will be offered through the ecosystem by third parties, or how third-party products and services will utilize EDU Tokens (if at all). This could create the risk that the EDU Tokens or ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite RECHAINED’s good faith efforts to develop and participate in the ecosystem, it is still possible that the ecosystem will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the ecosystem and EDU Tokens, and the potential utility of the EDU Tokens, including the utility of the EDU Tokens for obtaining services.

8.17. It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in the EDU Tokens’ utility (including their utility for obtaining services), the failure of commercial relationships, or intellectual property ownership challenges, the ecosystem may no longer be viable to operate or RECHAINED may dissolve.
8.18. The success of the ecosystem, services, and EDU Tokens is dependent in large part to the adoption of the ecosystem, services, and underlying technology by real property land registration systems, many of which are governmental or quasi-governmental authorities. It is possible that real property land registration systems do not adopt or use the ecosystem. Such lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the EDU Tokens, including the utility of the EDU Tokens for obtaining services.

8.19. RECHAINED is a young company and the growth of the team and its capabilities may take longer than expected to result in the intended usefulness for the EDU Tokens. The EDU Tokens are just one product in a highly competitive market, and broad adoption by other users and developments by technology partners may take longer than expected. The usefulness of the EDU Tokens depends on the extent of widespread adoption of the offered technology by the marketplace.

8.20. The EDU Tokens are intended to represent a new capability on emerging technology that is not fully proven in use. As the technology matures, new capabilities may dramatically alter the usefulness of the EDU Tokens or the ability to use or sell them. The functionality of the EDU Tokens is complex, will require enhancements and product support over time, and full functionality may take longer than expected. The full functionality of the EDU Tokens is not yet complete and no assurance can be provided of such completion.

8.21. Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of EDU Tokens and ETH in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

8.22. EDU Tokens are based on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the EDU Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to EDU Tokens, and also other ways.

8.23. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and digital assets and EDU Tokens 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 EDU Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

8.24. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, EDU Tokens, the Platform, which could result in the theft or loss of EDU Tokens.

8.25. As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the EDU Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the EDU Tokens, expected proper execution and sequencing of EDU Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of RECHAINED and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the EDU Tokens interact with and consequently the EDU Tokens may be impacted also in that way to the extent, described above.

8.26. It is possible that the Ethereum network or any other network, to which the EDU Tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of EDU Tokens.

8.27. Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Hive cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

8.28. If the value of ETH fluctuates unfavorably during or after the EDU Token Sale, RECHAINED team may not be able to fund development, or may not be able to develop or maintain the ecosystem in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH, including another DAO-like attack on the Ethereum network, or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

8.29. Cryptographic tokens such as the EDU Tokens are a new and untested technology. In addition to the risks included in these Terms and the Whitepaper there are other risks associated with your purchase, possession, and use of the EDU Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or
combinations of the risks discussed in these Terms.

9. TAXES

9.1. All Your factual and potential tax obligations are Your concern and RECHAINED 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.

9.2. Any amounts that you pay for EDU Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of EDU Tokens. It is your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities.

9.3. By purchasing EDU Tokens, and to the extent permitted by law, You agree to be solely responsible for any applicable taxes imposed on, and agree not to hold RECHAINED liable for any tax liability associated with or arising from the purchase of EDU Tokens. You hereby agree to fully indemnify, defend and hold RECHAINED harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with these Terms, the EDU Token Sale, EDU Token and usage of EDU Token.

9.4. All fees and charges payable by You are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts.

9.5. Upon the RECHAINED’s request (if there is any request), You will provide it any information it reasonably requests to determine whether it is obligated to collect VAT from You, including Your VAT identification number. If any deduction or withholding is required by law, You will notify RECHAINED and will pay RECHAINED any additional amounts necessary to ensure that the net amount that RECHAINED receives, after any deduction and withholding, equals the amount RECHAINED would have received if no deduction or withholding had been required. Additionally, You will provide RECHAINED with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.
10. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

10.1. The EDU Tokens and the Platform are unregulated. RECHAINED is not a financial institution and is currently not under supervision of any financial supervisory authority. RECHAINED does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This EDU token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

10.2. This document, the Whitepaper or any other document, produced and signed by RECHAINED, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

10.3. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and RECHAINED services and the Website are not, do not offer and shall not be construed as investment or financial products.

11. LIABILITY AND INDEMNIFICATION

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

11.2. Further, neither RECHAINED nor any of our licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:
(i) Your inability to use the to the Website, the Platform or EDU Tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions;

(ii) the cost of procurement of substitute goods or services;

(iii) any investments, expenditures, or commitments by You in connection with these Terms or Your use of or access to the to the Website, the Platform and EDU Tokens; or

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

11.3. You waive Your right to demand the return of any cryptographic tokens You exchanged with us for the purpose of acquiring EDU Tokens, including, without limitation, a demand for specific performance.

11.4. You will defend, indemnify, and hold harmless us and licensors, and each of our 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 these Terms or Your use of the Website, the Platform and EDU Tokens contrary to these Terms. If we 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.

11.5. The information, software, products, and services included in or available through the Website and the Platform may include inaccuracies or typographical errors. Changes are periodically added to the information herein. RECHAINED and/or its suppliers may make improvements and/or changes to the Website and the Platform at any time. RECHAINED makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, the Platform, EDU Tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Platform and EDU Tokens, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. RECHAINED hereby disclaims all warranties and conditions with regard to the Website, the Platform, EDU Tokens, information, software, products, services and related graphics, including all
implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

11.6. You warrant to RECHAINED that You will not use the Website, the Platform or the EDU Tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform or HVN tokens in any manner that could damage, disable, overburden, or impair the Platform, HVN tokens or the Website.

12. PROHIBITED ACTIVITIES

12.1. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency.

12.2. You may not use your EDU Token to engage in the following categories of prohibited activity and you confirm that you will not use EDU Token to do any of the following:

(i) engage in a transaction involving the proceeds of any unlawful activity;

(ii) defraud or attempt to defraud RECHAINED;

(iii) provide false, inaccurate or misleading information;

(iv) infringe upon RECHAINED’s or any third party’s copyright, patent, trademark, or intellectual property rights;

(v) take any action that imposes an unreasonable or disproportionately large load on RECHAINED’s infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;

(vi) transmit or upload any material to the Website that contains viruses, Trojan horses, worms, malware or any other harmful or deleterious programs;

(vii) otherwise attempt to gain unauthorized access to the Website, computer systems or networks connected to the Website, through password mining or any other means;

12.3. RECHAINED reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. RECHAINED reserves the right to cancel and/or suspend your
Account and usage of EDU Token immediately and without notice if we determine, in our sole discretion, that your Account and usage of EDU Token is associated with prohibited use, and/or a prohibited business and money laundering or illegal activity under applicable law.

13. INTELLECTUAL PROPERTY RIGHT

13.1. RECHAINED retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Platform, 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.

13.2. These 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 these Terms.

13.3. You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website and the Platform and the EDU Tokens strictly in accordance with these Terms. As a condition of Your use of the Website and the EDU Tokens You warrant to RECHAINED that You will not use the EDU Tokens in any manner that could damage, disable, overburden, or impair the Website and the Platform.

13.4. RECHAINED has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the EDU Tokens and his activities generally and there are no implied licenses under these Terms.

13.5. The RECHAINED’s logo and any RECHAINED’s product or service names, logos or slogans that may appear on the Website or service are trademarks of RECHAINED and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “EDU Tokens” or any other name, trademark or product or service name of us without our prior written permission. In addition, the look and feel of the Website and its content, including,
without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of RECHAINED and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and RECHAINED names or logos mentioned on the Website are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by RECHAINED.

14. SECURITY

14.1. You will implement reasonable and appropriate measures designed to secure access to

(i) any device associated with the email address associated with Your account with the Platform,

(ii) private keys required to access any relevant Ethereum address, and

(iii) Your username, password and any other login or identifying credentials of the Platform.

14.2. In case You suspect a security breach in any of the abovementioned, You will inform us immediately so we can take all required and possible measures to secure Your account, the Website, the Platform, EDU Tokens and systems as whole.

14.3. You agree to not hold RECHAINED liable for any loss arising out of, or in any way connected to, your failure to properly secure and keep private your Account information, email address, any password, private keys and any other identification numbers/codes used in connection with participation in the EDU Token Sale and usage of EDU Token.

14.4. RECHAINED shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.
14.5. RECHAINED does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. RECHAINED will not be held liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website.

15. PRIVACY POLICY

15.1. As a principle, RECHAINED may collect only what we need and will not share Your personal information with any third parties other than our identity verification partner. Even within RECHAINED, access to Your personal information is limited to a subset of employees who work on compliance and identity verification matters.

15.2. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, ID cards, driver’s licenses, utility bills, photographs of You, government identification cards, or sworn statements.

15.3. RECHAINED reserves its right to request documentation, described in these Terms, prior to activating Your Account. RECHAINED may refuse You access to the Platform, to the EDU Tokens Sale, the EDU Token and the Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by You.

15.4. RECHAINED collects information from running the Website and uses information, provided to us by You. When You visit the Website, or use our products, we collect information sent to us by Your computer, mobile phone, or other access device. This information may include Your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as Your browser type, and the pages You accessed on our Website. When You use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from Your device that may, for instance, provide data on nearby cell
towers and wi-fi access spots. However, we will not release Your personally-identifying information to any third party without Your consent, except as set forth herein.

15.5. If You create an account at our Website or the Platform we may collect and store the following types of information: Contact information – Your name, address, phone, email and other similar information. Before permitting You to use our Website and acquiring EDU Tokens, we may require You to provide additional information (such as a date of birth, passport number, numbers that You may use or have registered with Your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify Your identity or address. We may also obtain information about You from third parties such as identity verification services.

15.6. When You access the Website, or use our products or services we (or another service provider on our behalf) may place small data files called cookies on Your computer or other device. We use these technologies to recognize You as our user; customize our Website and advertising; measure promotional effectiveness and collect information about Your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

15.7. We store and process Your personal information on our servers in the EU and elsewhere in the World, where our facilities or our service providers are located. We protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfill their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.

15.8. We are sometimes required to compare the personal information You provide to third party databases in order to verify its accuracy and confirm Your identity. This allows us to comply with relevant regulations. We will not sell or rent Your personal information to third parties. We may combine Your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use Your name and email address to provide You with information about products or services that may be of interest to You, but we
will not use Your personal information without complying with applicable laws and, where appropriate, obtaining Your consent.

16. FORCE MAJEURE

16.1. RECHAINED shall not be liable in any way for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications of Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity of enforceability of any remaining provisions.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. These Terms will be governed by and construed and enforced in accordance with the laws of Republic of Bulgaria.

17.2. Any disagreements or disputes of the User and RECHAINED, arising from these Terms shall be settled by negotiations between parties. In case of failure to reach an agreement in reasonable period of time, any disputes, disagreements or claims, arising from these Terms shall be settled in the competent court of Republic of Bulgaria. Both the User and RECHAINED hereby submit to the exclusive jurisdiction of the Bulgarian courts.

18. MISCELLANEOUS

18.1. These Terms represent the entire agreement between You and us regarding the subject matter of these Terms.
18.2. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

18.3. We may provide any notice to You under these Terms by posting a notice on the Website or sending an email to the email address then associated with Your Account. You

18.4. Materials, such as Whitepaper and others, published in 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.

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

18.6. These Terms are not intended to create, and it shall in no way be construed as creating a joint venture, partnership, or any other similar relationship between You and RECHAINED.