

## HHEM Token Generation Event General Terms and Conditions

Please read these HHEM Token Generation Event General Terms and Conditions (hereinafter, these “**Terms and Conditions**”) carefully, as they set out our and your legal rights and obligations in relation to sale of our cryptographic tokens – the HHEM Tokens. You will be asked to agree to these Terms and Conditions before participating in the HHEM Token Generation Event.

Please note that we have added an Annex I to these Terms and Conditions in order to notify you of important risks relating to purchase, sale and use of the HHEM Tokens sold during the HHEM Token Generation Event as specified herein. Annex I is an integral part of these Terms and Conditions, and by agreeing to these Terms and Conditions, you confirm that you have read Annex I and that you are aware of and acknowledge the risks specified therein.

These Terms and Conditions are available in the English language only. You should print a copy of these Terms and Conditions for future reference. We will not file a copy specifically in relation to you, and they may not be accessible on our website in the future.

### 1. Definitions

- 1.1. **Account**—an account required to set up by the Participant on the Website through which Participants will be enabled to participate in TGE.
- 1.2. **Base Price** – price of 1 HHEM token after TGE – \$3.53 in BTC, ECH or ETH.
- 1.3. **BTC** – Bitcoin cryptocurrency.
- 1.4. **Content** – Content and other materials contained in the Website, including, without limitation, the HHEM Token logos and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof.
- 1.5. **ECH** – Etherecash cryptocurrency.
- 1.6. **End Date** – last day of the TGE, which concludes the public offering of HHEM tokens. End Date will arrive on 1st April 2018 or on the date when 32 700 000 HHEM tokens have been distributed via TGE Pre-Sale and TGE Sale, whichever occurs first.
- 1.7. **ETH** – Ethereum cryptocurrency.
- 1.8. **Force Majeure Event** – an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the Internet or a part of the Internet, hacker attacks, virus or other malicious software attacks, Ethereum network failures, power failures, industrial disputes affecting any third party, changes to Laws, disasters, explosions, fires, floods, riots, terrorist attacks and wars).
- 1.9. **Governmental Authority** – any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either party, the HHEM Tokens and/or the TGE.

- 1.10. **Healthureum.io dashboard**– Healthureum.io dashboard Software developed for the Initiator, which handles payments for HHEM Tokens which allocates the relevant HHEM Tokens to the Participants.
- 1.11. **Healthureum White Paper** – informational document issued by the Initiator highlighting the Initiator’s business and development strategies, etc., available at [www.healthureum.io](http://www.healthureum.io):
- 1.12. **Healthureum services** – services and/or products specified in the Healthureum White Paper that the Initiator is intending to develop using the funds gathered via TGE.
- 1.13. **HHEM Tokens** – utility tokens created based on the ERC-20 standard Ethereum token and stored and distributed to the Participants by means of the Healthureum.io dashboard during the TGE.
- 1.14. **Initiator** – the company initiating the HHEM Token Generation Event, Me Healthy OÜ, established in the Republic of Estonia and having registration no. 14378564.
- 1.15. **Launch Date** –first day of the TGE, which commences the public offering of HHEM tokens. Launch Date is December 16<sup>th</sup>, 2017.
- 1.16. **Laws** – laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees of any Government Authority, including amendments thereto.
- 1.17. **Loss** – damages, claims, applications, loss, injuries, delays, accidents, costs, business interruptions, expenses (including, without limitation, counsel or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.
- 1.18. **Participant** – anyone who subscribes to the Webpage and purchases HHEM Tokens or receives HHEM Tokens via the Healthureum.io dashboard during the HHEM Token Generation Event.
- 1.19. **Person** – an individual or legal entity or person, including without limitation a Governmental Authority.
- 1.20. **Privacy Policy** – set of rules that the Initiator will apply to the processing of Participant’s information. The Privacy Policy is accessible on the Website. Please be informed that you agree to the Privacy Policy by using the Website or participating in the TGE. If you do not agree with the Privacy Policy, you should refrain from using the Website and any services or activities provided by the Initiator via or in connection to the Website.
- 1.21. **Subscribing** – act of providing personal data to the Initiator through a form made available on the Website. Subscribing is a prerequisite for the Participant to get further information about participating in HHEM Token Generation Event.
- 1.22. **UTC** – Coordinated Universal Time.
- 1.23. **TGE** – HHEM Token Generation Event, initial coin offering of HHEM Tokens, the public sale of HHEM Tokens. TGE will be conducted in two phases: From the Launch Date

until December 30<sup>th</sup>, 2017 as TGE Pre-Sale and from February 26<sup>th</sup>, 2018 until the End Date as TGE Sale. During these two phases total of 32 700 000 HHEM tokens will be made available for the Participants to purchase. In these Terms and Conditions term TGE will collectively refer to TGE Pre-Sale and TGE Sale.

- 1.24. **TGE Pre-Sale** – phase within the TGE during which considerable discount conditions apply to purchases of HHEM tokens. TGE Pre-Sale takes place between the Launch Date and December 30<sup>th</sup>, 2017. Maximum of 4 400 000 HHEM tokens will be made available for purchase during the TGE Pre-Sale phase.
- 1.25. **TGE Sale** – phase within the TGE that will take place between February 26<sup>th</sup>, 2018 and the End Date. Maximum of 28 300 000 HHEM Tokens will be made available for purchase during the TGE Sale phase.
- 1.26. **Website** – <https://healthureum.io>; the portal through which the TGE will be carried out, and all subdomains and all other respective pages of the same.

## **2. General Provisions**

- 2.1. By Subscribing to our Website, setting up an Account on the Website at and/or purchasing HHEM Tokens, you confirm that you have read and understand the Healthureum White Paper and these Terms and Conditions, agree to these Terms and Conditions, and undertake to comply with the provisions of these Terms and Conditions.
- 2.2. These Terms and Conditions shall be effective as of the date on which they are accepted by the Participant as described in Section 2.1. above, and with the purpose of funding programming and implementation of the Healthureum services.
- 2.3. The Initiator reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time, and any such amendments shall be effective immediately upon publication on the Website. By continuing to use the Website and participating in the TGE, Participant accepts such amendments.
- 2.4. If you do not agree to these Terms and Conditions, you must refrain from Subscribing to the Website, setting up an Account on the Website and participating in the TGE.

## **3. TGE for HHEM Tokens and provisions of using the Website**

- 3.1. During the TGE, total of 32 700 000 HHEM Tokens will be made available to the Participants to purchase in exchange for ETH, BTC and/or ECH. HHEM Tokens sold during the TGE can be used by the Participants as described in the Healthureum White Paper.
- 3.2. To participate in the TGE, the Participant needs to Subscribe to the Website and/or set up an Account by providing name, e-mail address and additional personal data on the request of the Initiator. Initiator may enable means that would allow setting up an Account on the Website without the need to Subscribe to the Website first. Please be informed that you should refrain from Subscribing and/or setting up an Account if you do not agree with these Terms and Conditions or the Privacy Policy. Each Participant must have an Account on the Website in order to participate in the TGE.

- 3.3. Upon identification of requisite number of HHEM Token/s to be purchased by the Participant during the TGE, as per the process mentioned on the Website, the Participant shall transfer the corresponding amount of BTC, ECH, and/or ETH to the unique wallet address generated by the Initiator. HHEM Tokens can only be purchased during the official TGE as described in Section 5 of these Terms and Conditions.
  - 3.3.1. HHEM Tokens purchased by the Participant will be transferred to the Participant's Account/to the Participant's Wallet. The Participant shall be responsible for implementing reasonable measures for securing the Wallet, vault or other storage mechanism the Participant decides to use to receive and hold HHEM Tokens outside of the Participant's Account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If the Participant's private key(s) or other access credentials are lost, the Participant may lose access to any HHEM Tokens the Participant has purchased. The Initiator shall not be responsible for any such losses.
  - 3.3.2. The Participant warrants and represents that all information the Participant provides to the Initiator is current, complete and accurate. The Participant agrees to promptly notify the Initiator of any changes to any information that would cause the information provided to no longer be current, complete or accurate.
  - 3.3.3. The Participant must ensure that the Participant's Account will be exclusively accessed by that Participant. Full responsibility for any activity that occurs through the use of the Participant's Account belongs to that Participant. In case of an event which is suspected by the Participant to be a security breach or vulnerability related to the Website or Participant's Account, the Participant must notify the Initiator immediately.
- 3.4 In order to participate in the TGE and receive HHEM tokens, the Participant must have a personal wallet that supports ERC-20 standard Ethereum tokens. The HHEM Tokens purchased during the TGE will be distributed from the allocation on the Healthureum.io dashboard to Participant's specified Wallet within 45 days from the End Date. The Initiator shall have the right to prescribe additional guidance regarding specific wallet requirements.
- 3.5 The TGE will be concluded through the Healthureum.io dashboard. The Initiator shall accept qualifying purchases through the Healthureum.io dashboard, and the Healthureum.io dashboard will issue HHEM Tokens for the purchases thus accepted.
- 3.6 Failure to follow the TGE instructions as provided in these Terms and Conditions or on the Website may limit, delay, or prevent the Participant from purchasing HHEM Tokens. Should this happen, the Initiator shall in no event be held liable for any costs or damages arising for the Participant or any other persons.
- 3.7 The Participant shall be hereby granted a license to all content and other materials contained in the Website with following restrictions:
  - 3.7.1 Unless otherwise indicated in writing by Initiator, the Website and all Content are the proprietary property of the Initiator or the Initiator's licensors or users, as applicable, and are protected by international copyright laws.
  - 3.7.2 Each Participant is hereby granted a limited, nonexclusive, non-transferable, non-sub-licensable license to access and use the Website and Content. However, such

license does not include any right to (a) sell, resell or use commercially the Website or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Website or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than the page caching) any portion of the Website or Content, except as expressly permitted by the Initiator, or (f) use the Website or Content other than for their intended purposes. Any use of the Website, or Content other than as specifically authorized herein, without the prior written permission from the Initiator, is strictly prohibited and will automatically terminate the license granted herein. Such unauthorized use may also violate applicable Law, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by Initiator, nothing in Sections 3.7.1 to 3.7.3. shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of the Initiator or any third party. This license is revocable at any time.

- 3.7.3 Notwithstanding anything to the contrary stated in Sections 3.7.1. to 3.7.3., the Website and Content may include software components provided by the Initiator or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

#### **4. Issuing HHEM Tokens**

- 4.1. The Initiator will issue a total of 150 000 000 HHEM Tokens. From all of the HHEM Tokens issued 62% of the HHEM Tokens shall be separated from the total and used in the following manner: 11% of the HHEM Tokens will be reserved for research, bounty program and for advisors; 24% of HHEM Tokens will be reserved for long term sustainability reserve; 27% of HHEM Tokens will be reserved for the Initiator's founding members and core team. See the Healthureum White Paper for further details.
- 4.2. From all of the HHEM Tokens issued, maximum of 38% of HHEM Tokens including discount will be distributed to the Participants during the TGE in two phases: maximum of 9% during the TGE Pre-Sale phase and maximum of 29% during the TGE Sale phase.

#### **5. Purchase and Sale of HHEM Tokens during the TGE**

- 5.1. During the TGE, HHEM Tokens will be sold for ETH, BTC and/or ECH. The Initiator will not accept any cryptocurrencies other than ETH, BTC and/or ECH. The Base Price of 1 HHEM Token is \$3.53 in ETH, BTC or ECH.
- 5.2. Between Launch Date and End Date, the amount of HHEM Tokens received by a Participant for \$3.53 in ETH, BTC or ECH will vary depending on the TGE phase as well as specific date within the TGE phase when the purchase is carried out on, as follows:
- 5.2.1. During TGE Pre-Sale phase, following discounts apply:
- 5.2.1.1. on the Launch Date – 45% discount from HHEM token Base Price;
- 5.2.1.2. on week 1 (December 17<sup>th</sup> – 23<sup>rd</sup>, 2017) – 35% discount from HHEM token Base Price;

- 5.2.1.3. on week 2 (December 24<sup>th</sup> – 30<sup>th</sup>, 2017) – 25% discount from HHEM token Base Price.
- 5.2.2. During the TGE Sale phase, following discounts apply:
  - 5.2.2.1. on day 1 (February 26th 2018) – 22% discount from HHEM token Base Price
  - 5.2.2.2. on week 1 (February 27th- 5th March 2018) – 17% discount from HHEM token Base Price;
  - 5.2.2.3. on week 2 (March 6th– 12th 2018) – 12% discount from HHEM token Base Price;
  - 5.2.2.4. on week 3 (March 13th– 19th 2018) – 7% discount from HHEM token Base Price;
  - 5.2.2.5. on week 4 (March 20th– 26th 2018) – 2% discount from HHEM token Base Price;
  - 5.2.2.6. on week 5 (March 27th– 1st April 2018) – 0% discount from HHEM token Base Price.
- 5.3. The minimum amount of HHEM Tokens that can be purchased during the TGE by a Participant in one purchase is the amount that equals to 0.01BTC, 0.01ETH and 20ECH.
- 5.4. HHEM Tokens shall be sold only within the period between the Launch Date and End Date. Initiator reserves the right to change the Launch Date or End Date or any other date specified in section 5.2 of these Terms and Conditions at its absolute discretion. Any such changes shall be published on the Website.
- 5.5. The Participant shall pay the purchase price for the desired amount of the HHEM Tokens by sending the correct quantity of ETH, BTC or ECH to the unique address displayed to the Participant on the Website (the Healthereum.io dashboard address). The purchase shall be conducted through the Healthereum.io dashboard. The purchase of the HHEM Tokens shall not be guaranteed until the Initiator has received the full amount of the purchase price in ETH, BTC or ECH plus payment gateway processing charges.
- 5.6. The Participant shall have the right to purchase an unlimited quantity of HHEM Tokens until all of the HHEM Tokens issued for the TGE have been purchased, on a first-come-first-serve basis. The Initiator reserves the right to restrict that right judging on case-by-case basis
- 5.7. Knowledge of the unique address or unique order identification combination shall not constitute a purchase receipt or indicate in any way that any party with such knowledge shall have a right to the ownership of the HHEM Tokens.
- 5.8. HHEM Tokens purchased by the Participant will be allocated to the Participant on Healthereum.io dashboard within 48 hours after the respective purchase of HHEM Tokens and confirmation of the payment receipt. The purchased HHEM Tokens shall be transferrable from Healthereum.io dashboard to Participant's wallet or any other desired destination within 45 days from the End Date or upon listing of HHEM Tokens on any exchange platform, whichever occurs earlier.
- 5.9. The Participant will be able to check the status of the Participant's HHEM Tokens purchase on the Participant's personal dashboard on healthereum.io website or respective websites. Initiator shall not publish or make available a Participant's personal HHEM Tokens purchase status on the Website.
- 5.10. HHEM Tokens shall not impart on the Participant any express or implied proprietary rights, obligations or contract rights, including but not limited to intellectual property

rights. Participating in the TGE, purchasing HHEM Tokens, or receiving and holding HHEM Tokens does not grant the Participant any decision-making power, including, but not limited to, in relation to development, governance, or the role, conduct or performance of the Initiator.

- 5.11. The purchase of HHEM Token is not tantamount to an acquisition of the capital stock of the Initiator. Accordingly, the purchase of HHEM Tokens will not entitle the participant to any ownership interest in the Initiator, nor will the Participant acquire dividend, interest or any rights upon any liquidation of the Initiator. The Tokens do not afford the Participant with any voting rights paripassu or otherwise with the stockholders of the initiator. As further delineated herein, the acquisition of Tokens will afford the purchaser with certain license-backed participation rights within the crypto-economy created within the Healthureum platform. As such, the Tokens may not hold significant value as a digital currency or medium of exchange outside of the Initiator's platform. The HHEM Tokens do not provide the Participant with a titular ownership interest in the technology or any asset of the Initiator, but rather represent a limited license to access and use those elements of the Initiator's technology and corresponding website that it makes accessible to Token holders to utilize the Tokens.
- 5.12. The Initiator shall monitor all potential transactions for attempts to double-spend cryptocurrency or cryptographic HHEM Tokens during TGE. Any double-spends detected shall result in the cancellation of the HHEM Token issued to the relevant Participant at any stage of the TGE. The relevant Participant shall not be reimbursed for any costs he/she bears related to the TGE.

## **6. Cancellation and Refund Policy**

- 6.1. If the HHEM Tokens distributed by the End Date have accumulated funds that amount to less than \$15 000 000 by the End Date, the TGE will be deemed unsuccessful, and each Participant shall have the right to a full refund. Using the refund is optional for the Participant. The Initiator shall not be required to provide a refund for any reason other than as set forth in this Section 6.1.
- 6.2. The Participant shall not have the right to withdraw from the TGE after the Launch Date.
- 6.3. All purchases of HHEM Tokens are final and non-refundable, unless the amount of funds specified in section 6.1. is not reached by the End Date.
- 6.4. All costs connected with any refund transactions shall be borne by respective Participant.

## **7. TGE on the Healthureum.io dashboard and Authorized Exchanges**

- 7.1. The Initiator shall conduct the TGE via the Healthureum.io dashboard only.
- 7.2. Any third-party website or service that is not the Healthureum.io dashboard and that takes payments for HHEM Tokens during the TGE, provides HHEM Tokens during the TGE, or facilitates purchases of HHEM Tokens in any way during the TGE, is not in any way supported or endorsed by the Initiator and has no relationship in any way to the Initiator.

- 7.3. The only official and authorized TGE website URL operated by the Initiator is [www.healthureum.io](http://www.healthureum.io) and respective website. The Participant shall ensure that the URL of the Participant's web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.
- 7.4. The Participant shall not hold the Initiator liable for any Loss arising out of, or in any way connected to the Participant's participation in the TGE, purchase of HHEM Tokens, or receiving and holding HHEM Tokens in any manner other than via the Healthureum.io dashboard during the TGE.

## **8. Representations, Warranties, and Acknowledgments of the Participant**

- 8.1. By participating in the TGE, the Participant represents, warrants and covenants to the Initiator, as of the day that the Participant Subscribes to the Website, enables an Account on the Website and/or purchases any HHEM Tokens, that:
  - 8.1.1. To the extent that the Participant is a corporation, that the Participant is a corporation duly organized, validly existing and in good standing under the laws of the Participant's country of incorporation, and has all requisite corporate power and authority to carry on the transactions contemplated of the Participant under these Terms and Conditions;
  - 8.1.2. The Participant has all requisite power, legal right, and authority to enter into and perform the Participant's obligations under these Terms and Conditions and to purchase the HHEM Tokens, and these Terms and Conditions will constitute a legal, valid and binding obligation of Participant enforceable against Participant in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law);
  - 8.1.3. The Participant will not, directly or indirectly, transfer HHEM Tokens except in accordance with applicable Laws and the provisions of these Terms and Conditions. The Participant understands that the Participant must bear the economic risk of the Participant's purchase of HHEM Tokens for an indefinite period of time.
  - 8.1.4. The Participant understands that even though HHEM tokens are not intended to be regarded as securities in any jurisdiction, there may exist jurisdictions under which HHEM tokens are securities. To the extent HHEM Tokens are securities under the laws of any jurisdiction in which HHEM Tokens are to be traded or subject of transfers, such trades or transfers of HHEM Tokens may be restricted by such laws. Initiator will not be liable for any Losses suffered by Participant in this case;
  - 8.1.5. The Participant has received a copy of the current Healthureum White Paper prepared in relation to the TGE and has carefully read it. The Participant acknowledges that the Healthureum White Paper may change during the time leading up to the Launch Date, and the Participant accepts the obligation to promptly read and review new versions of the Healthureum White Paper, which will be made available to the Participant at the Website;



- 8.1.6. The Participant has such knowledge and experience in financial matters, business and technology, including but not limited to blockchain technology and blockchain based software systems, cryptocurrencies, cryptographic tokens and other considerations relating thereto to be able to evaluate the risks and merits of (a) the TGE and (b) the HHEM Tokens to be purchased by the Participant pursuant to the terms of these Terms and Conditions, including but not limited to the risks outlined in Annex I hereto, and is able to bear such risks;
- 8.1.7. The Participant understands that the TGE and the creation and distribution of the HHEM Tokens involve significant risks, including, but not limited to, the risk that (i) the technology associated with the TGE may not function as intended; (ii) the TGE may fail to attract interest or adoption, either from key stakeholders or the broader community; (iii) the Initiator may fail to adequately fund its operations and/or the TGE; (iv) the HHEM Tokens may decrease in value over time and/or lose all monetary value; and (v) the Initiator and/or the TGE may be subject to investigation and enforcement actions from Governmental Authorities, and these Governmental Authorities may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Further, the Participant has carefully read and considered the risks and other information relating to the Initiator contained herein, including Annex I hereto. The Participant acknowledges and understands that that the risks set forth in Annex I are not all of the risks relating to the purchase of HHEM Tokens;
- 8.1.8. The Participant acknowledges, understands and agrees that: (a) the purchase and receipt of HHEM Tokens may have tax consequences for the Participant; (b) the Participant is solely responsible for the Participant's compliance with the Participant's tax obligations; and (c) the Initiator bears no liability or responsibility with respect to any tax consequences to Buyer;
- 8.1.9. To the extent required by applicable Laws, the Participant represents and warrants to the Initiator that the Participant complies with all anti-money laundering and anti-terrorism-financing requirements;
- 8.1.10. The Participant is not participating in the TGE, purchasing HHEM Tokens, or receiving and holding HHEM Tokens for illegal purpose;
- 8.1.11. The Participant is not an individual who is a resident of the People's Republic of China, Singapore, USA, North Korea, South Korea, Pakistan, Bangladesh, Lebanon, Nigeria or a legal entity formed under the laws of these countries;
- 8.1.12. The Participant is not an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in Sections 8.1.11. above;
- 8.1.13. The Participant's decision to purchase or subscribe for HHEM Tokens was not (i) based, in whole or in part, on the information the Participant received or communications the Participant exchanged while the Participant or the person providing the information or with whom such communication was exchanged was located inside the People's Republic of China, Singapore, USA, North Korea, South Korea, Pakistan, Bangladesh, Lebanon or Nigeria; (ii) made inside the People's Republic of China, Singapore, USA, North Korea, South Korea, Pakistan, Bangladesh, Lebanon or Nigeria or (iii) communicated to the Initiator from a source within the

People's Republic of China, Singapore, USA, North Korea, South Korea, Pakistan, Bangladesh, Lebanon or Nigeria; and

8.1.14. The Participant's purchase of HHEM Tokens is made for the Participant's own account as principal.

8.2. The Participant acknowledges and agrees that:

8.2.1. The Participant shall take sole responsibility for any restrictions and/or risks associated with participating in the TGE, purchasing HHEM Tokens, and/or receiving and holding HHEM Tokens, whether referred to in these Terms and Conditions, Annex I hereto, arising under any applicable law, or otherwise;

8.2.2. The Participant is participating in the TGE, purchasing HHEM Tokens, and receiving and holding HHEM Tokens to facilitate the development, testing, deployment and operation of the Healthureum services and other accompanying activities;

8.2.3. The proposed outcomes of the Healthureum services may not be achieved;

8.2.4. HHEM Tokens may not provide the rewards envisaged;

8.2.5. The Participant shall not attempt to gain unauthorized access or hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website and/or Healthureum.io dashboard;

8.2.6. The Participant shall not violate or attempt to violate the security of the Website and/or Healthureum.io dashboard;

8.2.7. The Participant shall not access information or data which he/she is not authorized to access;

8.2.8. The Participant shall promptly provide to the Initiator, upon request, any relevant additional information, which the Initiator may consider necessary for the purpose of providing services to the Participant;

8.2.9. The Participant shall ensure that any information or content he/she posts, or makes available in any way, or causes to be posted on the Website and/or Healthureum.io dashboard shall be non-confidential and non-proprietary unless expressly indicated otherwise, and not offensive or illegal, and that he/she is be responsible for all such information or content;

8.2.10. The Participant represents that he/she is aware about the governing laws of his/her country of resident with respect to the participation in a TGE event and subsequent sale, purchase, retention and exchange thereof and agrees to be bound by them at all the times;

8.2.11. The participant shall assume all risk and liabilities solely should the sale, purchase, retention and exchange of crypto currencies, including the HHEM, in their country of residence be declared unlawful.

## **9. Warranties of the Initiator**

9.1. The Initiator warrants that it will not purchase HHEM Tokens during the TGE. Furthermore, the Initiator warrants that it will not purchase HHEM Tokens from any third party during the period of the TGE.

- 9.2. The Initiator will use all proceeds from the TGE for developing Healthureum services and the accompanying activities as described in the Healthureum White Paper. The Initiator reserves the right to change the breakdown of the use of the proceeds from the TGE at any time at its own discretion, without the responsibility to inform any party thereof.

## **10. Exclusion of Liability**

- 10.1. The Initiator shall not be liable (whether in an action in negligence, contract or tort based on a warranty, or otherwise) for any Loss even if the Initiator or its representatives are advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:
- 10.1.1. The Participant's participation in the TGE, receiving and holding HHEM Tokens;
  - 10.1.2. Any access, the use of, or inability to access or use, the Website and/or the Healthureum.io dashboard;
  - 10.1.3. The Participant's reliance on or use of or inability to use the content and information of the Website and/or the Healthureum.io dashboard or any linked website;
  - 10.1.4. Any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website and/or the Healthureum.io dashboard or any linked website;
  - 10.1.5. The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website and/or the Healthureum.io dashboard;
  - 10.1.6. Unauthorized access to or alteration of the Participant's transmissions or data;
  - 10.1.7. Statements or conduct of any third party on the Website and/or the Healthureum.io dashboard; or
  - 10.1.8. Any other matter relating to the Website and/or the Healthureum.io dashboard.

## **11. No Waiver**

- 11.1. The failure of the Initiator to require or enforce strict performance of any provision of these Terms and Conditions or to exercise any right under these Terms and Conditions shall not be construed as a waiver or relinquishment of the Initiator's right to assert or rely upon any such provision or right (or any other provision and/or right contained in this document in its entirety, as the case may be) in that or any other instance. The express waiver by the Initiator of any provision, condition, or requirement of these Terms and Conditions shall not constitute a waiver of any other or future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these Terms and Conditions, no representations, statements, consents, waivers, or other acts or omissions by the Initiator shall be deemed a modification of these Terms and Conditions or be legally binding.

## **12. Taxation**

- 12.1. The Initiator shall not make any representations concerning the tax implications of participating in the TGE, purchasing HHEM Tokens, or receiving and holding HHEM Tokens.
- 12.2. The Participant shall bear the sole responsibility for determining or assessing the tax implications of the Participant's participation in the TGE, purchasing HHEM Tokens, or receiving and holding HHEM Tokens in all respects and in any relevant jurisdiction, and bear all tax costs.
- 12.3. By participating in the TGE, purchasing HHEM Tokens, or receiving and holding HHEM Tokens, to the extent permitted by applicable law, the Participant shall agree that no other party (including, without limitation, the Initiator) may be held liable for any Loss arising out of, or in any way connected to, any tax liability the Participant may incur in connection with the Participant's participation in the TGE, purchasing HHEM Tokens, or receiving and holding HHEM Tokens.

### **13. “Know Your Customer” and Anti-Money Laundering Provisions**

- 13.1. The Initiator shall reserve the right to conduct “Know Your Customer” and/or anti-money laundering checks and procedures on each Participant as required by applicable Law.
- 13.2. The Participant undertakes to submit to such checks and procedures, and provide all the information and confirmations requested by the Initiator to that end. Should the Participant fail or refuse to provide the necessary information and confirmations requested by the Initiator within the specified timeframe, the Initiator may terminate the Participant’s right to use the Website and provide services to that Participant without any obligation to refund.

### **14. Force Majeure**

- 14.1. The Initiator shall not be liable in any way for failure to perform due to any Force Majeure Event. By participating in the TGE, purchasing HHEM Tokens, or receiving and holding HHEM Tokens, to the extent permitted by the applicable law, the Participant agrees that no other party (including, without limitation, the Initiator) shall be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

### **15. Assignment**

- 15.1. In case of restructuring, reorganisation by way of any other arrangement or agreement or any change, the Initiator shall have a right to assign/transfer the business of the Healthereum along with all rights and liabilities/ obligation accruing from the Healthereum White Paper, sales of HHEM Tokens, customer data etc at the sole discretion of the Initiator. In such case the right of the Participant shall remain unaffected.

### **16. Severability**

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

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

## **17. Applicable Law and Jurisdiction**

- 17.1. The law of the Republic of Estonia shall apply to these Terms and Conditions.
- 17.2. All disputes arising from these Terms and Conditions will be settled by the negotiations of the parties. If the disputes resulting from these Terms and Conditions could not be settled by the negotiations of the parties within a reasonable timeframe, the dispute will be solved in the Harju County Court, in Tallinn, Estonia.

## **18. Miscellaneous**

- 18.1. If these Terms and Conditions are in conflict with the information provided on the Website or any other document, including, but not limited to the Healthureum White Paper, these Terms and Conditions shall prevail.
- 18.2. These Terms and Conditions, the Website, and/or other related documents may be translated into other languages. In case of a conflict between the English and translated versions of the respective document, the English version shall prevail.

## ANNEX I

### Certain Risks Relating to Purchase, Sale, and Use of HHEM Tokens

**Important Note:** *None of the information presented in this Annex I is intended to form a basis for any investment decision, and no specific recommendations are intended. The Initiator expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Annex I, (ii) any error, omission or inaccuracy in any such information, or (iii) any action resulting from such information.*

**By purchasing, owning, and using HHEM Tokens, you expressly acknowledge and assume the following risks:**

#### **1. Risk of Losing Access to HHEM Tokens Due to Loss of Private Key(s), Custodial Error, or Your Error**

A private key, or a combination of private keys, is necessary to control and dispose of HHEM Tokens stored in your digital wallet or vault. Accordingly, loss of the requisite private key(s) associated with your digital wallet or vault storing HHEM Tokens will result in loss of such HHEM Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your HHEM Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store HHEM Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your HHEM Tokens. Additionally, your failure to precisely follow the procedures set forth for buying and receiving HHEM Tokens, including, for instance, if you provide an incorrect personal wallet address, or provides an address that is not ERC-20 compatible, may result in the loss of your HHEM Tokens.

#### **2. Risks Associated with the Ethereum Protocol**

Because the HHEM Tokens and the Healthureum.io dashboard are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on HHEM Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the HHEM Tokens, including the utility of the HHEM Tokens for Healthureum services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

#### **3. Risk of Mining Attacks**

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

#### **4. Risk of Hacking and Security Weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with Healthureum services, the Healthureum.io dashboard, the Website or the HHEM Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks,

consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Healthureum.io dashboard is based on open-source software, there is a risk that a third party or a member of the Initiator team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Healthureum.io dashboard, which could negatively affect Healthureum services, the Healthureum.io dashboard and the HHEM Tokens.

#### **5. Risks Associated with Markets for HHEM Tokens**

The HHEM Tokens could be used for any secondary trading or external valuation of HHEM Tokens from the End Date. If secondary trading of HHEM 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 HHEM Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

#### **6. Risk of Uninsured Losses**

Unlike bank accounts or accounts at some other financial institutions, HHEM Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss of HHEM Token or loss of utility value, there is no public insurer or private insurance arranged by the Initiator to offer recourse to you.

#### **7. Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of the HHEM Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulations with respect to such technology and its applications, including the Healthureum.io dashboard, Healthureum services and the HHEM Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to Law or regulations affecting distributed ledger technology and its applications. Regulatory actions could negatively impact the Healthureum.io dashboard, Healthureum services and the HHEM Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the HHEM Tokens constitutes unlawful activity or that the HHEM Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Initiator may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

#### **8. Risks Arising from Taxation**

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

#### **9. Risks Associated with the Development and Maintenance of Healthureum services**

Healthureum services is still under development and may undergo significant changes over time. Although the Initiator intends for the HHEM Tokens and Healthureum services to function

as described in Healthureum White Paper, and intends to take commercially reasonable steps toward those ends, the Initiator may have to make changes to the specifications of the HHEM Tokens or Healthureum services for any number of legitimate reasons. This could create a risk that HHEM Tokens or Healthureum services, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop Healthureum services, it is still possible that Healthureum services will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact Healthureum services and HHEM Tokens, and the potential utility of HHEM Tokens.

#### **10. Risk of Alternative Networks**

It is possible that alternative networks could be established that utilize the same or similar source code and protocol underlying Healthureum services and attempt to facilitate services that are materially similar to Healthureum services's services. Healthureum services may compete with these alternative networks, which could negatively impact the Healthureum services and the HHEM Tokens.

#### **11. Risk of an Unfavourable Fluctuation of BTC, ECH and ETH Value**

If the value of BTC, ECH or ETH fluctuates unfavourably during or after the TGE, we may not be able to fund development, or may not be able to develop or maintain Healthureum services in the manner that was intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavourable fluctuation in the value of aforementioned cryptocurrencies, including uncertainties created by the lack of resolution to the cryptocurrency scaling debate, the possibility of a so-called "Hard Fork" of cryptocurrency if one of the competing camps in the scaling debate decides to force the issue; another "DAO-like" attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

#### **12. Risks Arising from Lack of Governance Rights**

Because HHEM Tokens confer no governance rights of any kind with respect to the Initiator, all decisions involving Healthureum services or the Initiator itself will be made by the Initiator at its sole discretion, including but not limited to, decisions to discontinue Healthureum services, to create and sell more HHEM Tokens for use in Healthureum services, or to sell or liquidate the Initiator. These decisions could adversely affect Healthureum services and the utility of any HHEM Tokens you own.

#### **13. Risks Arising from the Identity Verification Market**

The identity verification industry, and by extension Healthureum services, is subject to a variety of state and international laws and regulations, including those with respect to Know Your Customer and/or Anti-Money Laundering and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change at any time. In addition, new laws or regulations affecting Healthureum services could be enacted, which could impact the utility of the HHEM Tokens. Also, Healthureum services users are subject to industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent



or are otherwise expanded, it could adversely impact Healthureum services and the HHEM Tokens.

#### **14. Risks Associated with Lack of Information**

Participants may not be able to obtain all information it would want regarding the Initiator, the HHEM Tokens, or the TGE on a timely basis or at all. It is possible that Participants may not be aware on a timely basis of material adverse changes that have occurred. While the Initiator has made efforts to use open-source development for the HHEM Tokens, this information may be highly technical by nature. As a result of these difficulties, as well as other uncertainties, Participants may not have accurate or accessible information about the Healthureum services.

#### **15. Unanticipated Risks**

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