

# Tobius Group

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## TERMS OF USE

Tobius Group, hereafter referred to as “Company” or “We” or “Us” or “Our” offers you IT/Business consulting services in the areas of platform architecture design, business strategy, and tokenization of businesses, management and issuance (sales) of EMOT Tokens located at Our website [tobius.group](http://tobius.group) (collectively, the "Site"). The Site is the property of Tobius Group. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE. The issuance of EMOT Tokens is exclusively and specifically as utility tokens as defined in this document. We encourage you to read the outlined terms (referred to as “Agreement”) and the Privacy Policy contained herein in this document carefully, which may be found at [here](#).

This document serves as information regarding the terms of use of any of Our resources and services such as the website, subdomains, blogs, digital data, software, services, products, and any copyrighted items belonging to Us. You understand that your access to and usage of the Site is governed by these terms, same with our Products, Services, Data and Third Party Data. This document thereby, establishes a legal agreement that is binding on you (“You,” User or “Customer”) and the Company.

BY CLICKING THE CHECKBOX OR WHEN YOU ACCESS OR USE THE SITE, OUR SERVICES, PRODUCTS OR THIRD PARTY INFORMATION, YOU ACCEPT AND AGREE TO THIS TERMS AND CONDITIONS. YOUR USAGE OF OUR SERVICES INDICATES THAT YOU HAVE READ, UNDERSTAND AND AGREE THAT THIS AGREEMENT IS BINDING ON YOU AND THE COMPANY.

IF FOR ANY REASON, YOU DO NOT AGREE IN PART OR AS A WHOLE TO THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE THE SITE, SERVICES, PRODUCTS OR THIRD PARTY INFORMATION.

You warrant and represent that you have the authority to bind any company or other legal entity to this Agreement in such event that you accept or agree to this Agreement on behalf of a company or other legal entity, and, in such occurrence; the term “Your”, “Customer”, and “You” will apply to that company or other legal entity concerned or in question.

## **Definitions**

**Utility Tokens:** refers to units of services that can be purchased to be used on applications/software (both current and future). They are often called app coins or user tokens, providing users with current or future access to a product or service (usually, decentralized applications). These tokens can be compared to API keys, used to access the service.

**Clients:** Any business, separate from Us, that purchases our services. Tobius group provides tokenization, IT/Business strategy, and ecosystem/platform services to partners and other enterprises. These Clients may use EMOT Tokens on their platforms and are part of Tobius group’s ecosystem.

**Web Services:** refers to a set of interfaces, software programs, and web pages that runs on browsing devices e.g. servers that are physically located at the premises of the Company, or hosting facilities of third-party platforms or services that are accessible by means of the Internet as defined on the Site and in this Agreement.

**Data:** refers to the market information and prices, that is:

(i) Held by the Company and (ii) acquired from different exchanges and extra sources by the Us and supplied to User through our Web Services as termed in this Agreement and on our Site.

**Third Party Data:** means the prices and other information that is

(i) Not solely possessed by Us and (ii) gotten by Us from other sources and/or exchanges and consequently conveyed to User via our Web Services and as designated in this Terms and Conditions and on the Site.

**Owner of Data:** can be referred to as a legal entity that possesses rights of ownership over Data in part or as a whole or Third Party Data and is the original source of such ration of Data or Third Party Data, when such Data ration is not yet in the domain of the public.

In cases of Third Party information, the Company has secured agreements for possible use and redistribution with the Data Owner.

**Data Exchange Format:** refers to the version or the format used for sharing Data between software applications, this includes but is not limited to any network

transmission format (e.g., EDI, SOAP, RSS, XML, etc.), any data file format (e.g., XLS, CSV, etc.), any database access (e.g., ODBC, etc.), and any application programming interface (API). Tobius Group, in Our sole discretion, reserves the right to determine if a particular electronic version of Data is of a valid Data Exchange Format.

**Support Plan:** refers to the Support Plan selected by the User in connection with the purchase of and the use of our Products or Services. We will always post the obtainable support plans and specific service levels provided by each support plan on the Site, as the Company may update them from time to time.

### **Modification to Agreement**

We reserve the right, at all times and in our sole discretion, to alter, suspend or stop the services that are provided to the user or to amend these Terms at any time only after previously notifying the user or when a refund is issued to the User. We will post the amended Agreement on the Site If and when we make any such amendment; we may also make available to you a notice of the modification. Any substantial updates to this Terms shall be communicated to subscribers to our services e.g. the purchasers of tokens.

It is indicative that you understand and consent to the efficacy of the modified Agreement and acknowledge that it is legally binding on you if you continue with a Service made available by Tobius Group after any modification has been made to this Agreement, whether posted on the Site or the notice of the amendment was sent to you. If you disagree with any part of the modified Agreement or find it unacceptable as a whole document, the only recourse that you have is to terminate Services made available by the Company.

## **Registration**

You may be required to register or create an account (“Account”) in order to access the information, Web Services, and Site. In the course of the registration process, it will be necessitated that you submit some data and will need to create a password for your account. You come to an agreement to submit only information that is current, accurate, and complete during the course of registration. You agree to update your information whenever necessary to keep it up-to-date, exact, and complete.

We reserve the absolute right to suspend or terminate user’s account 1.) only after a previous notification, 2.) if we find any data submitted during the process of registration or afterward proves to be incorrect, not up-to-date or incomplete. If such termination takes place before the crowdsale is completed, refunds of contributed token will be made to users within 4 weeks after the crowdsale.

## **Proprietary Rights**

User understands and acknowledges that EMOT Tokens and other services provided by the Company to User are absolutely owned by Company and consequently proprietary unless otherwise stated in a legal agreement.

All materials accessible to users, including, but not limited to illustrations, graphics, logos, software, photographs, audio, video, images, text, patents, trademarks, service marks, third party data, copyrights, data, web services and all Intellectual Property Rights that are related, are exclusively the property of Tobius Group.

No part of this Agreement shall be taken to create a license in or under, any such Intellectual Property Rights except as unambiguously stated herein. You are prohibited from modifying, distributing, copying, reproducing, selling, licensing,

and renting, publishing, adapting, transmitting, publicly displaying, publicly performing, editing or creating derivative works from any content or materials available or accessed through our services.

### **Information Technology and Web Services Restrictions**

User agrees not to attempt to tamper with the computer systems, technical delivery systems, or website of the Company. User agrees not breach any authentication or security measures or attempt to scan, probe, or test the vulnerability of the Company's systems or networks.

### **Data Limitations and Third Party Data Limitations**

Users of the platform may use the Data including third-party data exclusively with software application licensed or owned by users. User agrees not to sublicense, sell, use, redistribute, or make any part of the Data available in any Exchange Format for usage in software applications which User does not own or license. Users are prohibited from displaying or making in any Data Exchange Format, the Third Party Data or the Data available to non-employee users, which include but are not limited to, contractors, partners, vendors, and the general public.

Users may store and cache the Data and the Third Party Data for usage within each Software Application that is distinct, provided that the user is complying with the limitations imposed by the Owners of such Data. Except otherwise provided in this Agreement User is responsible for all activities linked to User's account which may occur from the use of the Web Services.

### **Internet Services and Telecommunications**

User understands and acknowledges that the usage of the Web Services is reliant on access to Internet services and telecommunications. Securing and maintenance

of telecommunications, Internet services and other software and hardware required for accessing and using the Web Services is exclusively the responsibility of User, this includes any and all expenses, fees, costs, and taxes of any type that is associated with the foregoing.

## **Term & Termination**

### **Term:**

As soon as you click on “I accept” or “I agree,” or use any of our resources, data, services or products, this agreement will apply and will be valid. The term is the period of use of any of the aforementioned properties and/or assets of the Company. The Term ends when the aforementioned properties and/or assets of the Company are not in use e.g. due to terminating services.

### **Termination Rights**

This Agreement can be terminated at any time by any of the parties. However, after the Start Date, either Party may terminate this Agreement for any reason. The foregoing notwithstanding, either party may terminate this Agreement at any time in the occasion that any material term of this Agreement is breached by the other party and fails to resolve such breach within ten business days after receipt of a written notice of any such breach, or if such breach cannot be resolved within that period of time. Failure to demonstrate to the satisfaction of the non-breaching party that it is taking reasonable steps required to resolve the breach may also lead to the termination of this Agreement.

## **Survival**

This refers to the provisions of the Definitions Section and Sections that by their nature ought to endure, and any modifications to the provisions of the aforesaid can survive any expiration or termination of this Agreement.

## **Fees**

Fees are only applicable to Users (not all Users) who require a continued use of services provided at certain intervals by the Company. Users understand and agree to pay fees and an optional Support Plan for related to Services.

### Overage Fee Adjustment for Web Services

Users understand and agree that Token purchases are non-refundable after a successful and verifiable transfer. However, token purchases are refundable if sold via an Initial Token Offering Event and/or targeted to a certain community and the softcap (minimum expected capital raise) is not met. e.g. If EMOT private sale event targeted to the KICKICO community does not meet the soft cap requirement, then purchasers will be refunded and would not receive any EMOT tokens. In the case of termination (not including private sales to certain communities), Users agree to waive any right to refund after the expiration of Agreement.

## **Support Services**

During the validity of this agreement, support related to services, which will be according to provisions of the support plan a user chooses during purchase to use the Company's services will be provided by Tobius Group. This will cover the duration of the Agreement, guidance on the effective and proper use of Web Services, and Correction program for correcting any errors revealed in the Web

Services which may be important to ensure operation of Web Services according to specified service levels in the Support Plan may be included in Support Services.

### **User Responsibilities**

There shall be a prompt report by the user to the Company on any errors in the operation of the Services and products including the transfer of Tokens, and User will not take actions that would aggravate the severity of the error whatsoever. Peradventure, a User, does not adhere to the requirements of this Section, The Company will not be bound to provide support nor be responsible for the actions of the User including actions that could lead to loss of access to tokens due to loss of Private Key(s), Custodial Error or Purchaser Error. The Company's Products (EMOT Tokens) and Services are to be used and utilized strictly and independently as defined herein.

### **Improvements & Modifications**

Adjustments and Developments ("Updates") to the Web Services may be made and communicated to Users as they become available. The user has sole discretion and retains the rights to use Updates and User is only responsible for paying additional charges for whatever updates the User uses. If at any time, User decides to use Updates that attract extra charges, subsequently, new charges will be as chosen by User through the Site connected to purchase or to use the Web Service, Third-party Data and Data plan OR as discussed between User and Us by producing an appendix to this Agreement.

## **Indemnity, Liability & Warranties**

Indemnification by Company: In the case of any liability, loss, damage or expenses

Including costs of court and rational attorney fees that have anything to do with third-party claims that Third Party Data, Web Services or Data trespasses or misuses Intellectual Property Right of any third party. There's an agreement by the Company to defend, indemnify and hold User, employees, officers, and directors harmless against such claims. This is just to the extent that the damages, liabilities and expenses results from use of the Web Services that is covered in the latitude of this Agreement, as long as User does not pronounce Company guilty without first obtaining a written legal document of approval from Company and provided that Company gets (i) all rationally available evidence, backing, and authority to resolve and/or defend any such claim or deed, (ii) lone control and power on the defense or clearance thereof, (iii) Timely written report of the claim or deed. "Intellectual Property Rights" as mentioned in this Section unambiguously comprises, without restriction, any proprietary process, trade name, service mark, patent, copyright, service name, trademark, title, trade dress, slogan, trade secret, or any other intellectual property right.

## **Warranty Disclaimers**

BESIDES THE WAY IT IS WRITTEN IN THIS AGREEMENT, (i) THERE IS NO WARRANTY FROM THE COMPANY THAT THE SITE, PRODUCTS AND SERVICES ARE BUGS OR ERROR FREE (ii) THERE IS NO WARRANTY FROM US THAT THE SITE, SERVICES AND PRODUCTS WILL SATISFY USER'S SPECIFIC INTENTIONS OR NEEDS (iii) SITE, SERVICES AND PRODUCTS ARE PROVIDED TO USER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING,

WARRANTIES OF MERCHANTABILITY, WITHOUT LIMITATION, NON-INFRINGEMENT, ACCURACY OF INFORMATION PROVIDED, OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR QUALITY, and (iv) COMPANY PROVIDES NO WARRANTY THAT THERE WILL BE NO INTERRUPTION OF OPERATION OF THE SITE, SERVICES AND PRODUCT. USER ACCEPTS THAT (i) THE ABOVE-MENTIONED EXCLUSIONS AND DISCLAIMERS OF WARRANTIES ARE AN IMPORTANT PART OF THIS AGREEMENT AND IS THE BASIS FOR DEFINING THE PRICE CHARGED FOR THE PRODUCTS (ii) ANY DOCUMENTS NOT DOWNLOADED THROUGH THE USE OF THE SITE AND WEB SERVICES IS DONE AT USER'S OWN CHOICE AND RISK, AND THAT USER WILL COMPLETELY TAKE RESPONSIBILITY FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR APPLICATIONS LOSS OR DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH DOCUMENTS AND NO INFORMATION OR ADVICE, BE IT WRITTEN OR ORAL, GOTTEN FROM COMPANY OR ANYWHERE ELSE WILL BRING ABOUT ANY WARRANTY NOT SPECIFICALLY STATED IN THIS AGREEMENT. SOME OF THE LIMITATIONS MENTIONED ABOVE MAY NOT APPLY TO JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF SOME WARRANTIES IN SOME CIRCUMSTANCES. THE COMPANY IS RESPONSIBLE FOR ENSURING THE SAFETY OF ALL DATA AND RESOURCES DOWNLOADED DIRECTLY FROM OUR WEBSITES, BLOGS, FORUMS, AND APPLICATIONS.

### **Data Accuracy**

COMPANY ENSURES THE SAFETY OF ALL ITS DATA, THIRD PARTY DATA OR ANY OTHER INFORMATION PURCHASED OR OBTAINED THROUGH COMPANY'S SITE AND/OR THE WEB SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY DATA, THIRD PARTY DATA OR OTHER INFORMATION OBTAINED THROUGH COMPANY'S WEBSITE AND/OR THE WEB SERVICES.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES WILL COMPANY AGGREGATE LIABILITY TO USER AND ANY OTHER THIRD PARTY THAT IS CONNECTED TO THIS AGREEMENT OR THE USER'S ACCESS OR USE OF THE SERVICES IRRESPECTIVE OF THE FORM OR THEORY OF THE CLAIM OR ACTION, EXCEPT IF STATED OTHERWISE IN THIS AGREEMENT. COMPANY WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, IMPORTANT, EXCEPTIONAL, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, OR ANY DAMAGES AS A RESULT OF ANY DISRUPTION OR INTERFERENCE IN COMMUNICATIONS OR SERVICES, TECHNICAL MALFUNCTION, LOST DATA, UNAVAILABILITY OR INOPERABILITY OF SERVICES, OR PROFITS LOSS, EVEN IF COMPANY IS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF OR COULD HAVE PRACTICALLY NOT PERMITTED SUCH DAMAGES, AND THE FAILURE OF CRUCIAL PURPOSE OF ANY LIMITED REMEDY NOTWITHSTANDING.

### **Miscellaneous Provisions**

Excusable Delays: as a result of conditions beyond any reasonable control any deferral experienced in the performance of any part of this Agreement caused by either parties, will not construe a breach of this Agreement, with the provision that the party delaying has taken equitable measures to notify the party affected by the delay and makes reasonable efforts to implement according to this Agreement nonetheless such conditions. The party responsible for delaying time for performance is deemed extended for an amount up to the period of the conditions on the far side its management. Conditions on the far side a party's

affordable management embody, however, aren't restricted to, major network failures, acts of terrorism, natural disasters, political and regulatory changes, power failures, fires and other natural disasters, acts of war, and riots (collectively, "Excusable Delays").

### **Laws & Policies Compliance**

The parties herewith conform to abide by and accommodate all applicable native, state, national, and international laws and laws (including applicable laws pertaining to the transmission of technical information, privacy, the transmission of obscenity, the encoding of code, the permissive uses of intellectual property, or the export of technology).

### **Controlling Law**

The parties consent the laws of the the Cayman Islands, excluding conflict of law's provisions, can govern this Agreement and every one matter arising out of or associated with this Agreement. The parties go through the jurisdiction of the courts of the the Cayman Islands. The parties expressly conform to venue within the courts and waive any objection supported by personal jurisdiction.

### **Severability of Agreement**

This Agreement, as well as the set up and Support set up, as revised from time to time per its terms, shall represent the whole agreement between User and also the Company with respect to the positioning, the net Services, the Support, the Data, and also the Third Party knowledge delineated herein, and shall succeed all previous agreements, arrangements, representations or guarantees, whether or

not oral or written, on its material. This Agreement could also be amended solely in an exceedingly official document that's punctually dead by approved representatives of the parties.

### **Force Majeure**

The Company and their several affiliates shall not be seen fit to be in default of any provision herein or be to blame for any delay, interruption of service, or failure in performance, ensuing indirectly or directly from civil or military authority, natural disasters, acts of God, civil disturbance, war, strikes, different catastrophe, terrorism, fires, power or telecommunications failure or the other cause on the far side its cheap management.

### **Waiver**

No release by either party of any default by the opposite within the performance of any provisions of this Agreement shall operate as a release of any continued or future default, whether or not of a like or totally different character.

### **Assignment**

Neither party might assign this Agreement without previous written consent unless in reference to a merger or acquisition of either party.

### **Severability**

If any provisions made in this Agreement (or any of its portions thereof) shall be invalid, extralegal or unenforceable, the validity, lawfulness or enforceability of

the remaining part of this Agreement shall not in any means be affected or rendered invalid thereby.

### **Partnerships and Relationships**

Nothing in this Agreement shall be construed to make a partnership, venture or agency relationship between the parties. Neither party can have the facility to bind alternative (the opposite} or to incur responsibilities on the other's behalf while not such other party's previous written consent.

### **Notice**

The parties may give notice to each other via email, fax or certified mail. Notices sent to Company should be directed to hello@tobius.group. Notices will be sent to users at the email address provided during registration.

The Company is registered in Caymans Island to the following address:

George Town, Cayman Islands P.O. Box 31493, George Town Grand Cayman, KY1-1206  
Cayman Islands