

TERMS AND CONDITIONS RISE STO

1. SCOPE OF APPLICATION

- 1.1 These terms of use ("**Terms of Use**") of RISE WEALTH TECHNOLOGIES GmbH, Luise-Ullrich-Str. 4, 82031 Grünwald, Germany (hereinafter "**RISE**") apply to the user's ("**User**") process of registering for the participation in RISE's sale of tokenized profit participation rights ("**RSE Token**"), including any related process like the process to identifying the User ("**Know Your Customer**", "**KYC**", the entire process being the "**Subscription Process**").
- 1.2 These Terms of Use apply as of 15 July 2019 and will automatically be included in the contractual relationship between the User and RISE on entering into the Subscription Process. With each access to the platform which technically implements the Subscription Process and which is available under sto.rise.eco ("**Subscription Platform**"), the User undertakes to comply with these Terms of Use.
- 1.3 Any terms and conditions of the Users that deviate from or supplement these Terms of Use shall not apply.

2. RESTRICTION OF USE

- 2.1 The RSE Tokens can only be subscribed by Users who act on their own behalf and
 - a) who are domiciled in the European Economic Area and whose intention is to subscribe to RSE Tokens worth more than 100,000 EUR per investment; or
 - b) who are domiciled in the United States of America pursuant to the exemptions provided by Section 4(a)(2) of the Securities Act of 1933, as amended, and Regulation D promulgated thereunder; or
 - c) who are domiciled in another country where they can legitimately subscribe to the RSE Token, ("**Investment Requirements**"). Users who do not meet the Investment Requirements must not use the Subscription Platform, must not enter the Subscription Process and are not eligible to subscribe the RSE Token.
- 2.2 Furthermore, Users who have their domicile, tax residence or habitual residence in a state (i) in which the sale or purchase of crypto currencies or other crypto tokens is prohibited or is only permitted under certain conditions, (ii) which is on the Financial Action Task Force (FATF) list of "high-risk and other monitored jurisdictions" or (iii) which is subject to embargo or sanctions, in particular by the USA or the EU, must not use the Subscription Platform, must not enter the Subscription Process and are not eligible to subscribe the RSE Token.
- 2.3 A prerequisite for the use of the Subscription Platform is that the User has a device which complies with the current state of the art. Moreover, the use of the Subscription Platform requires an internet connection of the User that provides a sufficient data transmission rate.

3. SUBSCRIPTION PROCESS

- 3.1 The Subscription Process is free of charge. The User's right to access the Subscription Platform is not sub-licensable, not transferrable, may be terminated by RISE at any time for any reason without notice period and is granted without any warranty. RISE will facilitate the use of the Subscription Platform within the framework of the current state of the art and strives to provide maximum possible availability. However, RISE reserves the right to restrict access to the Subscription Platform or the possibility of its use temporarily in whole or in part if this is necessary due to capacity limits or the security or integrity of the servers or to carry out technical measures serving the purpose of providing the services properly or with improvements (e.g. for maintenance work).
- 3.2 Entering into the Subscription Process requires the creation of an account on the Subscription Platform. The User undertakes only to provide true, correct and complete data during registration. The access data

(e.g., User identification and password) may not be disclosed to third parties and must be kept in a manner that prevents third parties from accessing such data. If there are reasons to believe that unauthorised persons have gained knowledge of the access data, the User must inform RISE of this by e-mail without undue delay and change his/her access data immediately. Users must also ensure that the data they provided during the Subscription Process is always up-to-date.

- 3.3 It is prohibited to misuse the Subscription Platform. Misuse of the Subscription Platform includes, in particular, if the registered User (i) provides information which to the best of his/her knowledge is incorrect or incomplete, (ii) takes measures which aim to circumvent technical protection measures, (iii) enables automatic data readouts, or (iv) circulates or enables the circulation of viruses, worms, trojans, brute force attacks, spam or other malicious actions. Misuse of the Subscription Platform results in immediate exclusion from use and in the institution of civil and criminal proceedings.

4. CONTRIBUTION AND TOKEN DISTRIBUTION

- 4.1 In order to subscribe to RSE Tokens, User must submit an offer by submitting the subscription form in the Subscription Platform (the "Subscription Form") by clicking, after having filled-out all required information, on the button "order with obligation to pay" in order to conclude an agreement to subscribe to the RSE Tokens subject to the Token Terms ("Subscription Agreement"). The Subscription Agreement will be governed solely by the token terms available under investors.rise.eco ("Token Terms"). Those terms prevail over any other provisions and provisions of the Terms of Use that may conflict with the Token Terms. User will need to sign the Token Terms in the browser before being able to submit the Subscription Form. Before submitting the Subscription Form, User has the possibility to modify the provided information.
- 4.2 User's offer is final once the Subscription Form is submitted. User's offer will remain open for acceptance by RISE until withdrawn or canceled by User or declined by RISE, but not later than 30 days following the day of the submission of the offer. Without undue delay upon receipt of the offer, RISE may send to User by e-mail a confirmation of receipt, which shall not constitute an acceptance of the offer. The order shall only be deemed accepted by RISE if expressly stipulated in an e-mail by RISE received by User (the "Acceptance E-Mail"). This Acceptance E-Mail contains all information on the RSE Token distribution, including a copy of these Terms of Use and information on User's right of withdrawal and other information necessary due to applicable laws.
- 4.3 The acceptance of User's offer and, thus, the conclusion of the Subscription Agreement between User and RISE is subject to the sole and free discretion of RISE. RISE may decline the conclusion of the Subscription Agreement for any reason, including – but not limited to – the following:
- 4.4 the User's wallet to which the RSE Tokens shall be transferred and which User has provided in the Subscription Form ("User Wallet") is held on an exchange;
- 4.5 the User Wallet is not fully ERC-20 compliant;
- 4.6 User failed the Compliance Check, meaning that User has not satisfied RISE as to User's identity following RISE's KYC process.
- 4.7 Upon conclusion of the Subscription Agreement, User will without undue delay transfer the respective subscription amount as defined in the Subscription Agreement ("Subscription Amount") in EUR, USD, ETH or BTC (as selected by User indicated in the Subscription Form and as agreed in the Subscription Agreement) to the bank account ("RISE Bank Account") or, in case of ETH and BTH, the wallet of RISE ("RISE Wallet"), each of which has been communicated to User in the Subscription Form and in the Acceptance E-Mail. The transfer of the Subscription Amount may be subject to a fee imposed by the Ethereum or, as the case may be, Bitcoin blockchain which must be chosen by User in a way that it is sufficient in order to have the transfer completed in a timely manner.
- 4.8 The User Wallet must be an address on the Ethereum blockchain that is fully ERC-20 compliant, able to receive the RSE Tokens and not held on an exchange.
- 4.9 Upon conclusion of the Subscription Agreement, but no later than 60 days thereafter, RISE will transfer the respective number of Tokens as agreed in the Subscription Agreement to the User Wallet.
- 4.10 RISE reserves the right to distribute, transfer and sell any number of RSE Tokens at any time to anybody at its sole and free discretion. In particular, RSE Tokens may be distributed, transferred and sold by

RISE to individual investors or to the public. User confirms that User is aware that RISE will also distribute Tokens for free, for example to its advisors.

- 4.11 RISE reserves the right to abort the Subscription Process and the entire RSE Token distribution at any time and for any reason.
- 4.12 A transfer of BTC or ETH to the RISE Wallet or of Tokens to User Wallet shall be deemed completed once six network confirmations of the transfer are stored in the respective blockchain.

5. INTELLECTUAL PROPERTY AND MARKETING MATERIALS

- 5.1 RISE retains all rights, title and interest in RISE's intellectual property. The transfer of the Tokens does not include a transfer of whatsoever intellectual property usage right.
- 5.2 Any material which RISE made available to the public or to User which contains information on the use of the Tokens, including the white paper available under www.rise.eco (the "Marketing Materials"), is to be understood as non-binding and describes only potential use cases and application scenarios. Marketing Materials may be amended by RISE from time to time in RISE's sole discretion.

6. RIGHT OF WITHDRAWAL

As a consumer, you have a right of withdrawal in accordance with the statutory provisions as outlined in Annex 1. This section 6 does not apply to any other Users.

7. REPRESENTATIONS

- 7.1 Before concluding the Subscription Agreement User carefully considers the risks, costs and benefits of subscribing to the RSE Token and the reception of RSE Tokens and, if necessary, obtains any independent advice.
- 7.2 User irrevocably undertakes, represents and warrants to RISE that
 - a) any and all details of User's identity, including the identity of the signing person, that User has supplied to RISE are true and accurate;
 - b) User may lawfully receive RSE Tokens;
 - c) User has made User's decision to receive RSE Tokens and to enter into the Subscription Agreement only on the basis of User's independent investigation and advice, as User has deemed necessary;
 - d) User understands that RSE Tokens are only to be construed, interpreted, classified or treated in accordance with the Subscription Agreement and, thus, the Token Terms;
 - e) any transactions of RSE Token may be subject to transaction fees, which may vary from time to time; more information on the applicable transaction fees is available on request at RISE;
 - f) User has read and understood all information available in the Information Memorandum available under investors.rise.eco.

User will not offer, sell, transfer or deliver as principal or agent, directly or indirectly, any RSE Token to any person who could not give the confirmations set out in terms in this section 7.

8. INFORMATION, ANTI-MONEY LAUNDERING AND KNOW YOUR CUSTOMER

- 8.1 RISE may determine, in its sole discretion, that it is necessary to obtain certain information about User in order to comply with applicable laws or regulations in connection with entering into the Subscription Agreement and providing RSE Tokens to User (the "**Compliance Check**"). User shall provide RISE such information promptly upon request and acknowledges that RISE may refuse to conclude the Subscription Agreement and transfer RSE Tokens to User until User provides such requested

information and RISE has had the chance to determine that it is permissible to transfer RSE Tokens to User under applicable laws or regulations.

- 8.2 User warrants that such information as referred to in subsection 1 is true, correct and complete. User will immediately inform RISE should any of the information referred to in this section become false.
- 8.3 User warrants that User's funds in no way came from illegal or unethical sources, including any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule; that User is not using any proceeds of criminal or illegal activity; and that no transactions involving RSE Tokens are being used to facilitate or for the purpose of any criminal or illegal activity, including any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule.

9. COMPLIANCE

User irrevocably undertakes, represents and warrants to RISE that

- a) Neither User nor any person having a direct or indirect beneficial interest in User or the RSE Token being transferred to User, nor any person for whom User is acting as agent or nominee in connection with the RSE Tokens, is the subject of sanctions administered or enforced by any country or government or is organized or resident in a country or territory that is the subject of country-wide or territory-wide sanctions.
- b) By receiving RSE Tokens, User complies with applicable laws and regulations in User's jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in its jurisdiction for the reception or purchase of RSE Token and entering into contracts with RISE, (ii) any foreign exchange or regulatory restrictions applicable to such reception or purchase, and (iii) any governmental or other consents that may need to be obtained;
- c) User has obtained all necessary consents and permission required and observed any formalities in any jurisdiction required to enable User to enter into and comply with the Subscription Agreement and to receive RSE Tokens;
- d) User is not a national or resident of any territory in which it is unlawful to receive RSE Tokens or to transfer an amount in the currency of the Subscription Amount to the RISE Bank Account or, as the case may be, to the RISE Wallet;
- e) User understands that it is User's sole responsibility to ensure that User's reception of RSE Tokens is not prohibited under the applicable legal restrictions in User's country of residence or domicile;

10. SECURITY, KNOWLEDGE AND EXPERIENCE

- 10.1 User shall implement reasonable and appropriate measures designed to secure access to a) any device User uses in connection with the reception of RSE Tokens, b) any private keys corresponding to the User Wallet. Those measures shall at least comply with state of the art and shall not be less effective than measures that a third party would expect that User implements with regard to the assumption that User might store high values on the User Wallet and that losing the private key(s) to the User Wallet means a loss of the entire RSE Tokens stored in the User Wallet. User agrees to regularly backup the private key(s) to the User Wallet and will apply the same measures to such backup.
- 10.2 User is solely responsible for the use of the RSE Tokens received in the User Wallet and for the User Wallet itself.
- 10.3 User irrevocably undertakes, represents and warrants to RISE that User has a full and comprehensive understanding, experience and knowledge of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain assets and tokens including ETH, BTC and other blockchain based tokens, blockchain-based software systems, cryptocurrency and token wallets, including the User Wallet, or other ERC-20 token storage mechanisms, blockchain technology and smart contract technology as well as the merits, risks and any restrictions associated with the aforementioned, and User confirms that User knows how to manage such merits, risks and restrictions.

11. TAX

Any RSE Tokens that RISE transfers to User are exclusive of all applicable taxes. User is responsible for determining what, if any, taxes apply to the reception of RSE Tokens, including, for example, sales, use, value added, and similar taxes. It is also User's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. RISE is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Subscription Agreement or User's reception of the RSE Tokens.

12. LIABILITY AND INDEMNIFICATION

12.1 In any case of simple negligence each RISE and the User (the "**Parties**") are liable for the breach of a contractual obligation which gives distinction to the contract and on which the other Party may rely on (essential obligation) and limited to the typical and foreseeable damage only; this exception does not apply to culpable damage to life, body or health nor in cases of mandatory liability including without limitation liability resulting from the German Product Liability Act, the General Data Protection Regulation and the German Federal Data Protection Act (BDSG).

12.2 In the case of infringement of third-party rights for which the User is responsible, the User will be directly liable towards these third parties himself/herself. In the event of justified claims of third parties against RISE due to such an infringement, the User has the obligation to indemnify RISE in full unless he/she proves that he/she is not responsible for the breach of duty that has caused the damage or loss.

13. AMENDMENT OF THE TERMS OF USE AND SERVICE

13.1 RISE reserves the right to amend these Terms of Use at any time and without giving reasons, unless this is unreasonable for the User. RISE will notify the User of amendments of the Terms of Use in good time in text form. If the User does not object to the validity of the new terms of use within four weeks after notification, the amended terms of use will be deemed accepted by the User. RISE will indicate the right to object and the significance of the objection period to the User in the notification. If the User objects, the entitlement to use the Services will end and RISE will be entitled to delete the Account and the data of the relevant User.

13.2 RISE reserves the right to change the Services or to offer deviating services, unless this is unreasonable for the User. In particular, RISE may adapt the scope of Services to the relevant state of the art or extend it.

14. TERM

The agreement is concluded for an undefined period of time and may be terminated by either party without notice period at any time in text form. This is without prejudice to the Subscription Agreement.

15. ALTERNATIVE DISPUTE RESOLUTION IN CONSUMER MATTERS

15.1 The European Commission provides a platform for out-of-court settlement of disputes under the external link <http://ec.europa.eu/consumers/odr/>. This platform offers consumers the opportunity to initially resolve disputes in connection with their online contract without the intervention of a court.

15.2 In the event of disputes arising from the application of the provisions of the German Civil Code concerning distance contracts for financial services pursuant to § 14 para. 1 sentence 1 no. 1 UKlaG, we are obliged to participate in dispute resolution proceedings before a consumer conciliation body. We take part in proceedings before the following competent consumer conciliation body: Schlichtungsstelle bei der Deutschen Bundesbank, Postfach 10 06 02, 60006 Frankfurt am Main, www.bundesbank.de/schlichtungsstelle.

- 15.3 The rights mentioned in this section are without prejudice to the right to bring an action before a competent court.

16. FINAL PROVISIONS

- 16.1 RISE may make use of third parties, in particular companies affiliated with it, for the purpose of performing the agreement and exercising its rights.
- 16.2 Amendments and additions to the Terms of Use shall be valid only if made in writing, including the electronic form (§ 126a German Civil Code (BGB)) and the text form (§ 126b BGB). This also applies to any amendment to this written form clause. Section 13.1 remains unaffected.
- 16.3 The Terms of Use and their interpretation are subject to German substantive law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 16.4 The exclusive place of jurisdiction for all disputes arising from and in connection with the use of the Services and the Terms of Use, including their validity, shall be Grünwald, Germany.
- 16.5 Communication between the Parties will be offered by RISE in German and English.

ANNEX 1

RIGHT OF WITHDRAWAL

INFORMATION CONCERNING THE EXERCISE OF THE RIGHT OF WITHDRAWAL FOR CONSUMERS:

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason by an unequivocal statement. The withdrawal period begins after receipt of this information on a durable data medium, however, not before conclusion of the contract and also not before the fulfilment of our duties to inform you according to article 246b § 2(1) in connection with article 246b § 1(1) EGBGB. To meet the withdrawal deadline, it is sufficient for you to send your statement concerning your exercise of the right of withdrawal before the withdrawal period has expired, if the statement is made on a permanent data carrier (e.g. letter, fax, e-mail).

The withdrawal shall be addressed to RISE WEALTH TECHNOLOGIES GmbH, Luise-Ullrich-Str. 4, 82031 Grünwald, Germany, investors@rise.eco.

Effects of withdrawal

In case of an effective withdrawal, the services received by both parties shall be reimbursed. You are obliged to pay compensation for the value of the service provided until withdrawal, if you have been informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we will begin to perform the contract before the end of the withdrawal period. If there is an obligation to pay compensation, this may mean that you still have to fulfil the contractual payment obligations for the period until withdrawal. Your right of withdrawal expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of withdrawal, for us with its receipt.

End of the Information concerning the exercise of the right of withdrawal