



# Distributed Blocks Coin Terms & Conditions

The following Terms and Conditions (“Terms”) govern the sale of Distributed Blocks’s cryptographic coin – Distributed Blocks Coin. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the coin offering in which the token is sold.

## **IMPORTANT**

Ownership of Distributed Blocks Coin during the coin offering carries no rights express or implied. Purchases of Distributed Blocks Coin are non-refundable. Purchasers should have no expectation of influence over the governance of the issuing company, Distributed Blocks, nor of receipt of any profit or returns based on dividends or interest, or any other form of regular payment, from Distributed Blocks. The purchase of Distributed Blocks Coin does not represent an investment associated with the promise of returns; it represents a voluntary contribution to a crowdfunding initiative with the aim of financing Distributed Blocks’s product development projects, as described in the Distributed Blocks Coin Whitepaper published by Distributed Blocks at <https://distributedblocks.com>

The information contained in the Whitepaper and on the website are of descriptive nature only, are not binding and do – unless explicitly referred to herein – not form part of the Terms and Conditions set out below.

By participating in the sale of Distributed Blocks Coin, you expressly acknowledge that you have carefully reviewed the Terms and fully understand the costs and benefits of purchasing Distributed Blocks Coin and agree to be bound by these Terms.

As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase Distributed Blocks Coin in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold Distributed Blocks Coin, its parent or affiliates, or the officers, directors, agents, joint ventures, employees or suppliers of Distributed Blocks Coin or Distributed Blocks (collectively the “Distributed Blocks Team & Parties”), now or in the future, liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of Distributed Blocks Coin.



## **DO NOT PURCHASE DISTRIBUTED BLOCKS COIN IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS**

The purchase of Distributed Blocks Coin should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin (“BTC”) or Ether (ETH), and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While Distributed Blocks will be available to assist Purchasers of Distributed Blocks Coin during the sale, the Distributed Blocks team will not be responsible in any way for loss of BTC, ETH, DASH or Distributed Blocks Coin resulting from actions taken by, or omitted by Purchasers. If you do not have such experience or expertise, then you should not purchase Distributed Blocks Coin or participate in the sale of Distributed Blocks Coin.

### **WARNING: PURCHASERS OF DISTRIBUTED BLOCKS COIN MUST BE MADE AWARE OF CERTAIN FACTORS**

Prior to purchasing Distributed Blocks Coin, you should carefully consider the Terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you, you should not purchase Distributed Blocks Coin. By purchasing Distributed Blocks Coin, and to the extent permitted by law, you are agreeing not to hold any of the Distributed Blocks Team & Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Distributed Blocks Coin, including losses associated with the terms set forth below.



## **TERMS AND CONDITIONS**

### ***Disclosure of Purchases***

*In the spirit of openness, and to enable Distributed Blocks Coin Purchasers to have as much information as possible to guide their decision-making process, the Distributed Blocks Team will disclose on a daily basis, the total number of Distributed Blocks Coin sold, reserved and outstanding to enable the Purchaser to develop an understanding of the size of the existing Distributed Blocks Coin pool at the time of their Distributed Blocks Coin purchase.*

**ALL PURCHASES OF DISTRIBUTED BLOCKS COIN ARE NON-REFUNDABLE, ALL PURCHASES OF DISTRIBUTED BLOCKS COIN ARE FINAL. BY PURCHASING DISTRIBUTED BLOCKS COIN, THE PURCHASER ACKNOWLEDGES THAT NEITHER DISTRIBUTED BLOCKS NOR ANY OTHER OF THE DISTRIBUTED BLOCKS TEAM & PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY DISTRIBUTED BLOCKS COIN THAT IS NOT USED FOR BUYING DISTRIBUTED BLOCKS 'S ENERGY-GENERATING EQUIPMENT AS OUTLINED IN THE WHITEPAPER.**

### **Taxation of Distributed Blocks Coin and Taxation Related to the coin offering**

The Purchaser bears the sole responsibility to determine if the purchase of Distributed Blocks Coin with BTC or ETH, or the potential appreciation or depreciation in the value of Distributed Blocks Coin over time, has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing Distributed Blocks Coin, and to the extent permitted by law, the Purchaser agrees not to hold any of the Distributed Blocks Team & Parties liable for any tax liability associated with or arising from the purchase of Distributed Blocks Coin.

### **Privacy**

Although the Distributed Blocks Team requires that Purchasers provide personal information, such as name and email address, for administrative and KYC purposes, the Distributed Blocks Team will not publish any identifying information related to a Distributed Blocks Coin purchase, without the prior written consent of the Purchaser. Purchasers



may be contacted by email by the Distributed Blocks Team regarding a purchase. Such emails will be informational only. The Distributed Blocks Team & Parties will not request any information from Purchasers in an email.

### **Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT HE/SHE IS PURCHASING DISTRIBUTED BLOCKS COIN AT THE PURCHASER'S SOLE RISK AND THAT DISTRIBUTED BLOCKS COIN IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE DISTRIBUTED BLOCKS TEAM & PARTIES WARRANT THAT THE PROCESS FOR PURCHASING DISTRIBUTED BLOCKS COIN WILL BE UNINTERRUPTED OR ERROR-FREE.

By purchasing Distributed Blocks Coin, the Purchaser understands and accepts that while Distributed Blocks Team & Parties will make reasonable efforts to develop and complete the Research and Development projects outlined in the Whitepaper, it is possible that such development may fail and Purchaser's Distributed Blocks Coin may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.

The Purchaser is also aware of the risk that even if all or parts of the Distributed Blocks Coin and Distributed Blocks projects are successfully developed and released in full or in parts, due to a lack of public interest. The Purchaser therefore understands and accepts that the purchase of Distributed Blocks Coin carries significant financial, regulatory and/or reputational risks (including the complete loss of value of created Distributed Blocks Coin if any).

### **Technical Risks**

By purchasing Distributed Blocks Coin, Purchasers understand that the blockchain technology underlying the storage and transmission of Distributed Blocks Coin. Purchasers understand that a loss of



Distributed Blocks Coin may occur due to any of the following technical risks:

- **Risk of loss of private seed:** Purchasers' Distributed Blocks Coins can only be accessed by using a Distributed Blocks Coin wallet, which can only be loaded and backed up using a private seed. Purchasers understand and accept that if their private seed gets lost or stolen, the obtained Distributed Blocks Coin associated with the wallet addresses will be unrecoverable and will be permanently lost. Purchasers also understand and accept that it is their sole responsibility to take the appropriate steps to back up their wallet. Purchasers accept that the Distributed Blocks Team is not liable for any losses in Distributed Blocks Coin attributable to the failure on the part of the Purchaser to back up their wallet.

- **Risk of theft:** The Purchaser understands and accepts that the software application and software platform underlying Distributed Blocks Coin (i.e. the Sky Fiber blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of Distributed Blocks Coin.

- **Risk of wallet incompatibility:** The Purchaser understands and accepts that his computer's operating system must be compatible with the Distributed Blocks Coin wallet obtained for the storage of Distributed Blocks Coin. The failure to assure this may have the result that Purchasers may not gain access to the wallet service.

### **13. Limitations Waiver of Liability**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, DISTRIBUTED BLOCKS COIN OR THE DISTRIBUTED BLOCKS TEAM & PARTIES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE DISTRIBUTED BLOCKS PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT



OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, DISTRIBUTED BLOCKS COIN.

THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE DISTRIBUTED BLOCKS TEAM & PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF DISTRIBUTED BLOCKS COIN, AND THAT THE RISK OF PURCHASING AND USING DISTRIBUTED BLOCKS COIN RESTS ENTIRELY WITH THE PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE DISTRIBUTED BLOCKS TEAM.

#### **14. Force Majeure**

The Distributed Blocks Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.



## **15. Complete Agreement**

These Terms set forth the entire understanding between each Purchaser and The Distributed Blocks Team with respect to the purchase and sale of Distributed Blocks Coin. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these two documents (Terms and Whitepaper) in determining purchase decisions and understands that these documents govern the sale of Distributed Blocks Coin and supersede any public statements about the coin offering made by third parties or by the Distributed Blocks Team or individuals associated with any of the Distributed Blocks Team & Parties, past and present and during the coin offering.

## **16. Severability**

The Purchaser and the Distributed Blocks Team agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, 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 of the Terms, which shall continue to be in full force and effect.

## **17. No Waiver**

The failure of the Distributed Blocks Team to require or enforce strict performance by the Purchaser of any provision of these Terms or the Distributed Blocks Team's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the Distributed Blocks Team's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Distributed Blocks Team of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in this these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Distributed Blocks Team shall be deemed a modification of these Terms nor be legally binding.

## **18. Updates to the Terms and Conditions of the Distributed Blocks Coin Offering**

The Distributed Blocks Team reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Distributed Blocks website ([www.solarbankers.com](http://www.solarbankers.com)). Any Purchaser will be deemed to



have accepted such changes by purchasing Distributed Blocks Coin. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and the Distributed Blocks Team. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase Distributed Blocks Coin.

### **19. Cooperation with Legal Authorities**

The Distributed Blocks Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of Distributed Blocks — transparency — the Distributed Blocks Team will endeavor to publish any legal enquiries upon receipt.

### **20. Further Information**

For further information regarding the Distributed Blocks Coin sale, please contact [info@distributedblocks.com](mailto:info@distributedblocks.com)