

# NODE Tokens Crowdfunding Terms and Conditions

I agree to the terms and conditions NODE Tokens Crowdfunding Terms and Conditions

## DEFINITIONS

**“Accounts”** mean addresses of ETH, BTC on which Crowdfunders will transfer their donations for the reasons (aims) of pre-ITO and ITO.

**“Blockchain”** means a digital ledger in which bitcoin or another cryptocurrency transactions are recorded chronologically and publicly.

The public blockchain Account and information about the NODE token is located on the Web site: <http://www.nodepower.io/>

**“Company”** is exclusively understood as the company which will be incorporated before ITO and which will be receiver of the ITO funds.

**“Crowdfunders”** mean a legal entity (such as an individual, a company, or partnership) that actively participates in this initial token offering.

**“Crowdfunding manager”** (CFM) is a person or Company, responsible for management of raised fund. At the Pre-ITO stage, the CFM function is performed by the CEO of Node Team, Pavel Zelenin. At the ITO stage, CFM will be selected for the fundraising management, located in a favorable to blockchain jurisdictive environment. The choice will be made based on the legal opinion obtained after the Pre-ITO.

**“Cryptocurrency”** means a digital currency in which encryption techniques are used to regulate the generation of the units of currency and to verify the transfer of funds, operating independently of (a central banks).

**“Donation”** means the sum which Crowdfunder transfer to the Accounts.

“**ITO**” means “Initial Token Offering” which is a method of crowdfunding where new tokens are sold in order to raise funds.

“**NODE**” ticker (name) on the token on the Ethereum network.

“**Node**” means team which is going to provide ITO and implement an ITO.

“**Node Products**” mean the goods which will be developed by Node. Such products will be produced by Node LLC after ITO.

“**Node LLC**” is company organized in Latvia, under the laws of Latvia. Node LLC will be final receiver of the donations gained by ITO. All donations will be spent by Node LLC according to Terms and White Paper.

“**Terms**” means present terms and conditions.

“**Website**” means <http://www.nodepower.io/>

“**White Paper**” means the white paper setting out the concept of NODE ITO, which can be found at <http://www.nodepower.io/>

## 1. This document

1.1 These terms and conditions and any terms and conditions published on the Website constitute the legal relationship and agreement in respect of your participation in the Crowdfunding, receiving and holding Tokens, and your use of the Website.

1.2 By using the Website and participating in the Crowdfunding you agree to these Terms. Node reserves the right to amend the terms and conditions at any time and such amendments will be effective immediately upon publication on the Website. By continuing to use the Website and participating in the Crowdfunding you accept such amendments.

1.3 If you do not agree to these terms and conditions, you must refrain from using the Website and participating in the Crowdfunding.

## 2. Website

2.1 Node reserves the right, at its sole and absolute discretion and without giving prior notice, to:

(a) vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and

(b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. No member of Node will be liable for any Loss which may be incurred as a result of such action.

## 3. Crowdfunding

3.1 Crowdfunders will donate funds on Accounts for the development of Node Products, and will receive Tokens in recognition of donations.

3.2 Tokens impart no rights, express or implied, other than the ability to receive any rewards described in the Whitepaper, if Node Products is successfully developed and manufactured. In particular, Crowdfunders will not have any influence in the development or governance of Node LLC, and Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Node LLC. The sole and exclusive usage rights of these intellectual property rights are held by and assigned to Node LLC and its nominees.

3.3 Crowdfunding will be conducted via the Website and will consist of taking donations and providing Tokens in recognition of such donations. Crowdfunders may donate using the cryptocurrencies notified on the Website. Failure to follow the Crowdfunding instructions on the Website may limit, delay, or prevent a Crowdfunder from donating. Any questions about such instructions should be directed to [support@nodepower.eu](mailto:support@nodepower.eu).

3.4 There are no guarantees that Node will be delivered within any particular timeframe, or at all (see clause 5).

3.5 By donating your funds you agree to not hold any Node LLC or Node team, or CFM liable for any Loss arising out of, or in any way connected to, your failure to properly secure and keep private your email address and any password used in connection with Crowdfunding.

## 4. Creation of Tokens

4.1 Tokens will be created and provided to Crowdfunders during the Crowdfunding depending on a way Crowdfunder makes donations. Donations in fiat may cause the delay in Tokens provision that in its turn may cause the less rate and delay of time-based bonus allocation.

4.2 The number of Tokens that may be generated will be capped at 10.0 million.

4.3 Tokens distributed in recognition of donations received on Accounts during the Crowdfunding will constitute 98% of the total number of Tokens generated. The remaining 2% of Tokens will be distributed for bounty program.

4.4 The funds raised from the Crowdfunding will be applied towards the operations, marketing and business development expenses of Node Products in accordance with the Whitepaper and the Development Plan.

## 5. Timing of Crowdfunding

5.1 Crowdfunding will begin at the Commencement Time and continue for a period of 45 days (pre-ITO) and 60 days (ITO), and end at the Closing Time.

5.2 Node reserves the right to change the Commencement Time or the Closing Time in its absolute discretion. Any such changes will be published on the Website.

## 6. Bonus Tokens

6.1 Bonuses will be available during the period of pre-ITO and ITO of the Crowdfunding as follows:

<b>Pre-ITO</b>	50% bonus
<b>1-10 days ITO</b>	30% bonus
<b>11-20 days ITO</b>	20% bonus
<b>21-30 days ITO</b>	15% bonus
<b>31-40 days ITO</b>	10% bonus

6.2 Node may determine in its absolute discretion that any other bonuses may apply during the Crowdfunding.

## **7. Disclosure of Purchases**

All Token purchases made during the Crowdsale will be publicly viewable via the Website.

## **8. Obligation to determine Crowdfunder can participate in Crowdfunder's jurisdiction**

It is the responsibility of each potential Crowdfunder to determine if the Crowdfunder can legally participate in the Crowdfunding, make donations to Accounts, and receive and hold Tokens in the Crowdfunder's jurisdiction.

## **9. Acceptance of Crowdfunding terms and conditions**

9.1 By using the Website and participating in the Crowdfunding you represent and warrant that you:

(a) are legally permitted to participate in the Crowdfunding, make donations to Accounts, or receive and hold Tokens in your jurisdiction;

(b) are of a sufficient age to legally participate in the Crowdfunding, make donations to Accounts, or receive and hold Tokens;

(c) are not participating in the Crowdfunding, making donations to Accounts, receiving and holding Tokens, or exchanging any crypto-currency for Tokens for the purpose of speculative investment;

(d) are not participating in the Crowdfunding, making donations to Accounts, or receiving and holding Tokens for an illegal purpose;

(e) have an understanding of the usage and intricacies of crypto-currencies, cryptographic tokens and blockchain-based software systems.

9.2 Further, by using the Website and participating in the Crowdfunding you acknowledge and agree that:

(a) you take sole responsibility for any restrictions and risks associated with participating in the Crowdfunding, making donations to Accounts, or receiving and holding Tokens, whether referred to in these terms and conditions, arising under any applicable law or otherwise;

(b) you waive the right to participate in any class action lawsuit or any class wide arbitration against any member of the Team or Company or Node LLC Party;

(c) you are participating in the Crowdfunding, making donations to Accounts, and receiving and holding Tokens to facilitate the development, testing, deployment and sales Node Products;

(d) the proposed outcomes discussed in the Whitepaper or the Development Plan may not be achieved;

(e) Tokens may not provide the rewards envisaged;

(f) participating in the Crowdfunding, making donations to Node LLC, or receiving and holding Tokens do not grant any decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of Node LLC;

## **10. Token purchase con**

10.1 You will provide CFM or Company with your Ethereum address. You can confirm that your payment has been received and tokens has been sent over via a blockchain explorer or our website.

## **11. Crowdsale Crowdfunding on Website only**

11.1 Crowdfunding will hold only via the Website. To the extent that any third party website or service takes donations on Accounts, provides Tokens during the Crowdfunding, or facilitates donations on Accounts or the provision of Tokens in any way during the Crowdfunding or at any time up to the launch of Node Products, such third party websites or services are not in any way supported, endorsed or sanctioned by any Node LLC Party and have no relationship in any way with Node LLC, Company or CFM.

11.2 The only official and authorized Crowdfunding website URL controlled by CFM is <http://www.nodepower.io/>. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

11.3 By participating in the Crowdfunding, making donations on Accounts, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Node LLC Party, Company or CFM) may be held liable for any Loss arising out of, or in any way connected to your participation in the Crowdfunding, donations on Accounts, or receiving and holding Tokens in any manner other than via the Website.

## **12. Limitations on receiving Tokens**

12.1 There will be limitation in the minimum amount of Tokens provided during the Crowdfund – 10 (ten) Tokens. Subject to clause 12.2, a party may receive any number of the total Tokens provided.

12.2 However, all Tokens provided during the Crowdfunding will constitute 98% of the total number of Tokens generated. The remaining 2% of Tokens will be distributed for bounty program. The number of Tokens that may be generated in total will be capped at 10.0 million.

## **13. Fraudulent attempts to double spend cryptocurrency**

CFM will monitor all potential transactions for attempts to double spend any crypto-currency or cryptographic tokens during Crowdfunding. Any detected double spend will result in no Tokens being provided to the relevant party.

## **14. Node LLC will not receive Tokens during the Crowdfunding**

Except in relation to the Reserved Proportions, Node LLC undertakes and warrants that it will not receive Tokens as a result of the Crowdfunding.

## **15. Warning: do not participate in this Crowdfunding if you are not familiar with or do not understand cryptographic tokens, crypto-currency, and blockchain-based software systems.**

15.1 Only parties having significant experience with, or an understanding of, the use and

intricacies of Crypto-token Technology should participate in the Crowdfunding.

15.2 While CFM will provide general guidelines in relation to use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with Crypto-token Technology. While CFM will be available to assist you during and after the Crowdfunding, no Node LLC or CFM Party will be liable for any Loss arising out of, or in any way connected to any actions taken by, or any omissions by any Crowdfunder.

## **16. Warning: Token price may experience extreme volatility**

16.1 Cryptographic tokens or crypto-currencies that possess value in public markets, such as BTC and ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. CFM or Node LLC cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions, and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in different jurisdictions.

16.2 By participating in the Crowdfunding, making donations on Accounts , or receiving and holding Tokens, you acknowledge and agree that you fully understand that Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any CFM or Node LLC Party) may be held liable for any Loss arising out of, or in any way connected your participation in the Crowdfunding, donations on Accounts, or receiving and holding Tokens.

## **17. Warning: Receiving Tokens has a number of risks**

17.1 Tokens carries risk. Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in the Crowdfunding, making donations on Accounts, or receiving and holding Tokens, you acknowledge and agree that you understand the risks described below and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any CFM or Node LLC Party) may be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, donations on Accounts, or receiving and holding Tokens or such risk.



**17.2 Dissolution of Node due to a diminishment in the value of other Technology or Crypto-token Technology.** All Crowdfunders are using cryptographic tokens or crypto-currencies to participate in the Crowdfunding, make donations, or receive and hold Tokens. While some of these may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive Company or Node LLC of sufficient resources to continue to operate.

**17.3 Regulatory action in one or more jurisdictions.** Crypto-token Technology has been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. CFM, Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of CFM to finance the activity of Node LLC and Node LLC to develop Node Products.

**17.4 Insufficient interest in Node LLC.** It is possible that Node Products will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of Node Products. Node LLC will contract with developers to help build Node Products, and is working with third-party developers around the world to create an interest in Node Products. However, Node LLC cannot predict the success of these development efforts or the efforts of other third parties.

**17.5 Node Products, as developed, will not meet Token holder expectations.** Crowdfunders acknowledge that Node Products is currently under development and may undergo significant changes before release. Crowdfunders acknowledge that any expectations regarding the form and functionality of Node Products held by the Crowdfunder may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of Node Products.

## **18. Refund for Donations**

**18.1.** Failure to hit the minimum funding sum of USD 1.0 million during ITO will trigger the refund process. CFM will send the ETH crowdfounded during ITO back to Ethereum address of Crowdfunder who had participated in the crowdfunding as well as send BTC back to BTC addresses from which donation were made.

**18.2.** Subject to clause 18.1, all donations on Accounts are final and non-refundable. By participating in the Crowdfund, you acknowledge that CFM or Node LLC is not required to provide a refund if we hit our minimum funding goal, and that you will not receive money or other compensation in lieu of a refund.

## **19. Acceptance of terms and conditions of the Crowdfunding**

By participating in the Crowdfunding, you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Whitepaper, the Website and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.

## **20. Taxation**

CFM or Node LLC makes no representations concerning the tax implications of participating in the Crowdfunding, making donations on Accounts, or receiving and holding Tokens. You bear the sole responsibility for determining or assessing the tax implications of your participation in the Crowdfunding, donations on Accounts, or receiving and holding Tokens in all respects and in any relevant jurisdiction. By participating in the Crowdfunding, making donations, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any CFM or Node LLC Party) may be held liable for any Loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Crowdfunding, donations on Accounts, or receiving and holding Tokens.

## **21. Privacy**

21.1 Except as otherwise provided in these terms and conditions or on the Website, CFM or Node LLC will not publish any identifying information relating to you without your prior written consent.

21.2 Crowdfunders may be contacted by email by CFM regarding the Crowdfunding. Such emails will be informational only.

## **22. Intellectual Property**

22.1 All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of Node LLC. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that you do not breach these terms and conditions.

## **23. Fraud**

NODE Tokens are not offered or distributed, nor can they be resold or otherwise alienated by their owners to citizens, individuals and entities resident or registered in the United States of America (including all states and the District of Columbia), Puerto Rico, the United States Virgin Islands States, any other possessions of the United States of America, as well as in countries or territories where operations with crypto-currencies are prohibited or in any way restricted. If such person acquires NODE tokens, his actions will be regarded as illegal, unauthorized and fraudulent, which will have negative consequences.

## **24. Cooperation with legal authorities**

CFM or Node LLC will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdiction.

## **25. Jurisdiction of the Crowdfund**

The place of Company incorporation will be selected for the fundraising management, located in a favorable to blockchain jurisdictive environment. The choice will be made based on the legal opinion obtained after the Pre-ITO.

## **26. Force majeure**

CFM or No Node LLC Party is liable in any way for failure to perform due to any Force Majeure Event. By participating in the Crowdfunding, making donations on Accounts, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any CFM or Node LLC Party) may be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

## **27. Complete agreement**

27.1 These terms and conditions together with any terms and conditions published from time to time on the Website, set out the entire understanding between each Crowdfunder and CFM

or Node LLC and any other CFM or Node LLC Party in relation to your participation in the Crowdfunding, donations on Account, or receiving and holding Tokens.

27.2 To the extent this document conflicts with the Website or any other document, including but not limited to the Whitepaper or the Development Plan, this document prevails.

27.3 To the extent that these terms and conditions, any terms and conditions published from time to time on the Website, the Whitepaper or Development Plan conflict with translated copies, the English version prevails.

## **28. Severability**

If any provision of these terms and conditions 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, which shall continue in full force and effect.

## **29. No waiver**

The failure of CFM or Node LLC to require or enforce strict performance of any provision of these terms and conditions or CFM's or Node LLC's failure to exercise any right under these terms and conditions shall not be construed as a waiver or relinquishment of CFM's or Node LLC's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by Node LLC of any provision, condition, or requirement of these terms and conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in this these terms and conditions, no representations, statements, consents, waivers, or other acts or omissions by CFM or Node LLC shall be deemed a modification of these terms and conditions or be legally binding.

## **30. Disclaimer of warranties**

30.1 The Crowdfunder expressly agrees that the Crowdfunder is participating Crowdfunding, making donations on Accounts, and receiving and holding Tokens at their own risk and that Tokens are 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).

30.2 Without limiting clause 30.1, CFM or Node LLC does not warrant that the process for participating in the Crowdfunding, making donations on Account, or receiving and holding Tokens will be uninterrupted or error-free.

## **31. Indemnity**

You will indemnify the CFM or Node LLC Parties, from and against all Loss in any way arising out of your participation in the Crowdfunding, donations on Accounts, or receiving and holding Tokens, or your use of the Website.

## **32. Forward looking statements**

32.1 The Whitepaper, Development Plan, Website and Business Outline may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta,” “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Node LLC to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Although CFM and Node LLC believes it has a reasonable basis for making these forward-looking statements, you must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

32.2 By participating in the Crowdfunding, making donations on Account, receiving and holding Tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks in clause 33.1, and to the extent permitted by applicable law, you agree that no other party (including, without limitation any CFM or Node LLC Party) will be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, donations on Account, receiving or holding Tokens or use of the Website.

### **33. Acknowledgement**

Use of Node Products and receiving Tokens may carry financial risk. You acknowledge and agree that in no event shall any CFM or Node LLC Party be liable or responsible for any Loss in any way arising out of your participation in the Crowdfunding, donations on Account, receiving and holding Tokens, or use of the Website and all Operator or Company or Node LLC Parties are hereby released by the Crowdfunder from liability for any and all such Loss.

### **34. Governing Law**

The process of Crowdfunding, these terms and conditions and any aspect directly or indirectly related to the pre-ITO and ITO process doesn't governed by US law or Law of jurisdiction with the prohibition of cryptocurrency. After Company's incorporation all relations arising in connection with the pre-ITO and ITO will be governed by law of jurisdiction of Company incorporation unless otherwise specified in the supplement present Terms & Conditions.