

## WEBSITE TERMS AND CONDITIONS

### Smart Valley Website Terms and Conditions

LAST UPDATED 12.01.2017

Please read carefully these Terms and Conditions (“Terms”, “Terms of Use”) before using website <https://smartvalley.io/> (“Website”) made available through **FERMOSA LIMITED**, or its subsidiaries and affiliates (“Company”, “we”, or “us”), as they affect your obligations and legal rights, including but not limited to waivers of rights and limitation of liability. Company maintains the Website and provides any services through it on legitimate basis.

Website allows to receive the information about the purchase of the ERC223 compatible SVT tokens (“SVT Tokens”) distributed on the Ethereum blockchain in accordance with **SVT Token Purchase and Sale Agreement available at [●]**. All capitalized terms used herein and not otherwise defined shall have the same meaning as in SVT Token Purchase and Sale Agreement.

**THESE TERMS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU** (“USER”, “YOU”), ON THE ONE PART, AND THE COMPANY, ON THE OTHER PART (COLLECTIVELY, “PARTIES”).

**IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS WEBSITE AND/OR THE SERVICES OR ANY INFORMATION CONTAINED ON THE WEBSITE.** YOUR USE OF THIS WEBSITE AND/OR THE SERVICES ON THIS WEBSITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. YOU AGREE THAT THE COMPANY MAY MAKE CHANGES TO THE SERVICES OFFERED ON THIS WEBSITE, AT ANY TIME IN ITS SOLE DISCRETION WITHOUT ANY NOTICE, AND CAN REVISE THESE TERMS AT ANY TIME. WE WILL NOTIFY YOU OF SUCH REVISIONS BY POSTING AN UPDATED VERSION OF THESE TERMS ON THE WEBSITE AND/OR DISCLOSE NEW TERMS ELSEWHERE ON THE WEBSITE. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS. YOUR CONTINUED USE OF THE WEBSITE AND/OR THE SERVICES ON THE WEBSITE SHALL CONSTITUTE YOUR CONSENT TO SUCH CHANGES.

#### ARTICLE I.

#### INTRODUCTION, REPRESENTATIONS AND WARRANTIES

By using this Website and by agreeing to these Terms in full you warrant and represent to the Company and agree to the requirements as follows:

A. Authority

- You must be at least 18 years of age or equivalent minimum age in the relevant jurisdiction to use this Website. You must have a full power and authority to enter into this Terms and in doing so will not violate any other agreement to which you are a party.
- If you are a corporation, governmental organization or other legal entity, you have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms. You will not use this Website if any applicable laws in your country prohibit you from doing so in accordance with these Terms.

B. Knowledge;

- You are in-depth knowledge and deep understanding of the crypto market, including sufficient understanding of Blockchain-based systems, cryptocurrencies and other digital assets, escrow agency, as well as obtained sufficient information about the Company to enter these Terms.

C. Not a U.S. Person.

- If you are citizen, resident, natural or legal person located or domiciled in the United States of America including its states, territories and the District of Columbia, or any legal entity, including, without limitation, any corporation or partnership created, registered or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia, or anyone who has any other minimal connections or any other ties with the United States of America, you are not allowed to use this Website.

D. Not a Singapore Person.

- If you are citizen, resident, natural or legal person located or domiciled in Singapore, or any legal entity, including, without limitation, any corporation or partnership created, registered or organized in or under the laws of Singapore, or anyone who has any other minimal connections or any other ties with Singapore, you are not allowed to use this Website.

E. Not a ROK Person.

- If you are citizen, resident, natural or legal person located or domiciled in Republic of Korea, or any legal entity, including, without limitation, any corporation or partnership created, registered or organized in or under the laws of Republic of

Korea, or anyone who has any other minimal connections or any other ties with Republic of Korea, you are not allowed to use this Website.

F. Not a PRC Person.

- If you are citizen, resident, natural or legal person located or domiciled in the People's Republic of China, or any legal entity, including, without limitation, any corporation or partnership created, registered or organized in or under the laws of the People's Republic of China, or anyone who has any other minimal connections or any other ties with the People's Republic of China, you are not allowed to use this Website.

G. Privacy Policy

- By using this Website and agreeing to these Terms, you consent to our **Privacy Policy available at [●]**.

**Article II.  
PERSONAL ACCOUNT**

In order to access and use the Website as a Buyer, you must create a personal account with the Company for SVT Tokens purchase (the "Personal Account"). You agree to:

- A. provide accurate, current and complete information when creating the Personal Account;
- B. maintain and promptly update your Personal Account information to keep it accurate, complete, and current;
- C. maintain the security and confidentiality of your login credentials and restrict access to your Personal Account and your computer; and
- D. take responsibility for all activities that occur under your Personal Account and accept all risks of unauthorized access.
- E. be solely responsible for maintaining the confidentiality of your password.
- F. conduct yourself in an ethical/professional manner in all your interactions with the Company.
- G. not relying on the Company, and that you understand that we do not, endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any content or communications posted via the Website or endorse any opinions expressed via the Website;
- H. understand that by using the Website, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate, and that you have no claim against the Company for any such material;

- I. understand that the Website may include advertisements or other similar items, which may be related to content, queries made through the Website, or other information, and you have no claim against the Company for the placement of advertising or similar content on the Website or in connection with the display of any content or other information from the Website;
- J. use your own judgment and conduct your own due diligence before making any decision to purchase;
- K. only purchase if you tolerate the risk of losing the value of your purchase; and
- L. that you have reviewed and understand all and any risks of token purchase.

### **ARTICLE III. PERSONAL ACCOUNT SECURITY**

We reserve the right to withdraw or amend the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website for users, to certain Personal Accounts or the whole Website, including registered users.

You are responsible for:

- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.
- Maintaining and promptly update your Personal Account information.
- Maintaining the security of your Personal Account by protecting your password and restricting access to your Personal Account.
- All activities that occur under your Personal Account and you accept all risks of any authorized or unauthorized access to your Personal Account, to the maximum extent permitted by law.
- If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity.

You also acknowledge that your Personal Account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security you may discover or otherwise suspect. You also agree to ensure that you log out from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms. The Company may, in its sole discretion, limit the number of Personal Accounts that you may hold, maintain or acquire.

**Article IV.**  
**LICENSE TO USE WEBSITE**

Unless otherwise stated, the Company and/or its licensors own the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

You must not:

- A. republish material from this Website (including republication on another website);
- B. sell, rent or sub-license material from the Website;
- C. show any material from the Website in public;
- D. reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose;
- E. redistribute material or any part material from this Website except for content specifically and expressly made available for redistribution. Non-commercial republication is allowed only with the reference to the original address of the Website.

**ARTICLE V.**  
**ACCEPTABLE USE**

You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without the Company's express written consent.

You must not use this Website for any purposes related to marketing without the Company's express written consent.

## **ARTICLE VI. AGGREGATE INFORMATION**

We may gather information and statistics collectively about all visitors to this Website which may include the information supplied by you. This information helps us to design and arrange our Web pages in a user-friendly manner and to continually improve our Website to better meet the needs of our Website users. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not absolutely secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, the Company does not assume any liability, without limitation, for any damage you may experience or costs you and may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Website, any services made available through the Company or e-mail with the Company containing your personal data. While the Company will take commercially reasonable efforts to safeguard the privacy of the information provided to the Company (if any) and will treat such information in accordance with the Company Privacy Policy, in no event will the information provided to the Company be deemed to be confidential, create any fiduciary obligations for the Company, or result in any liability for the Company in the event that such information is negligently released by the Company or accessed by third parties without our consent.

## **ARTICLE VII. RESTRICTED ACCESS**

The Company reserves the right to restrict access to other areas of this Website, or indeed this entire Website, at the Company's discretion.

If the Company provides you with a user ID and password to enable you to access restricted areas of this Website or other content or services, you must ensure that the user ID and password are kept confidential.

**ARTICLE VIII.  
NO WARRANTIES**

THE COMPANY DOES NOT PROMISE THAT THE WEBSITE OR ANY CONTENT, SERVICE OR FEATURE OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE WEBSITE IS SUBJECT TO CHANGE IN COMPANYS SOLE DISCRETION AND WITHOUT NOTICE. THE COMPANY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE AND/OR ANY COMPANY'S SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED WEBSITES. YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE AGREEMENTS BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

The Company reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason; (2) to modify or change the Website, or any portion of the Website, and any applicable policies or terms; and (3) to interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

**ARTICLE IX.  
LIMITATIONS OF LIABILITY**

The Company will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this Website:

- A. for any direct loss;
- B. for any indirect, special or consequential loss; or
- C. for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if the Company has been expressly advised of the potential loss.

#### **ARTICLE X. EXCEPTIONS**

Nothing in these Terms will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in these Terms will exclude or limit the Company's liability in respect of any:

- A. death or personal injury caused by the Company's negligence;
- B. fraud or fraudulent misrepresentation on the part of the Company; or
- C. matter which it would be illegal or unlawful for the Company to exclude or limit, or to attempt or purport to exclude or limit, its liability.

#### **ARTICLE XI. REASONABLENESS**

By using this Website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable.

If you do not agree with reasonability of exclusions and limitations of these Terms, you must not use this Website.

#### **ARTICLE XII. OTHER PARTIES**

You accept that the Company has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Company's officers or employees in respect of any losses you suffer in connection with the Website.



Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this Terms will protect the Company's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Company.

### **ARTICLE XIII. UNENFORCEABLE PROVISIONS**

If any provision of this Terms is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Terms.

### **ARTICLE XIV. INDEMNITY**

You hereby indemnify the Company and undertake to keep the Company indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Company to a third party in settlement of a claim or dispute on the advice of the Company's legal advisers) incurred or suffered by the Company arising out of any breach by you of any provision of these Terms, or arising out of any claim that you have breached any provision of these Terms.

### **ARTICLE XV. BREACHES OF THESE TERMS**

Without prejudice to the Company's other rights under these Terms, if you breach these Terms in any way, the Company may take such action as the Company deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

### **ARTICLE XVI. VARIATION**

The Company may revise these Terms from time-to-time. Revised Terms will apply to the use of this Website from the date of the publication of the revised Terms on this Website. Please check this Website regularly to ensure you are familiar with the current version of the Terms.

### **ARTICLE XVII. ASSIGNMENT**

The Company may transfer, sub-contract or otherwise deal with the Company's rights and/or obligations under these Terms without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms.

#### **ARTICLE XVIII. SEVERABILITY**

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **ARTICLE XIX. COMPANY DOES NOT PROVIDE INVESTING ADVICE**

We are an execution-only service and do not act as an advisor on the merits of any particular transactions, including as to any financial, legal, investment, insurance and/or tax matters. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, these Terms do not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. Any information provided by the Company is for general information purposes only. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any actions.

The Company may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing such materials. Such materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

In regards to capital raising, we're not involved in direct or indirect steps to procure the transfer or commitment of capital by one or more users to the certain undertaking for the purpose of investing it in accordance with a defined investment policy. Moreover, we do not have absolutely any investment policy available with the Company's Services. We are not paying or planning to pay anything to the users of SVT Tokens as well, as do not take or planning to take any fees for the management of the SVT Tokens.

#### **ARTICLE XX. EXTERNAL MATERIALS AND LINKS**

The Website may contain screenshots, pictures or materials from other Websites. The information is not an advertisement. All materials are provided solely for the purpose of instructing.

## **ARTICLE XXI. ENTIRE AGREEMENT**

These Terms, together with the Whitepaper available at [smartvalley.io/WP\\_en.pdf](https://smartvalley.io/WP_en.pdf) and [SVT Token Purchase and Sale Agreement](#) constitute the entire agreement between you and the Company in relation to your use of this Website, and supersede all previous agreements in respect of your use of this Website.

## **ARTICLE XXII. LAW AND JURISDICTION**

These Terms will be governed by and construed in accordance with the right and good *ex aequo et bono*, and any disputes relating to these Terms shall be referred to and resolved by the International Arbitration and Cryptography Centre Limited (“IACC”) in accordance with its rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be three. One arbitrator shall be selected by the Company, one arbitrator shall be selected by the Website user, and the presiding arbitrator shall be nominated by arbitrators selected by the Parties. The seat of arbitration shall be London, England. Arbitration hearings if necessary shall be held online in accordance with IACC rules. The language to be used in the arbitral proceedings shall be Russian. The arbitration award shall be final and binding on the Parties.

## **THE COMPANY’S DETAILS**

The full name of the Company is FERMOSA LIMITED

The Company is registered in Cyprus under registration number HE 337157.

The Company’s registered address is 28 Oktovriou, 313, 4<sup>th</sup> Floor, 3105, Limassol, Cyprus

You can contact the Company by email to [info@smartvalley.io](mailto:info@smartvalley.io)