

THE 4TH PILLAR WEBSITE TERMS OF USE
Legal information and notice

April 4, 2018

These Terms and Conditions of Use (the "**Terms**") apply to the website located at www.the4thpillar.io and/or www.the4thpillar.com, all associated sites linked to www.the4thpillar.io and/or www.the4thpillar.com, all content and documents published on the www.the4thpillar.io and/or www.the4thpillar.com and all services associated with the www.the4thpillar.io and/or www.the4thpillar.com (all together as the "**Website**").

The Website is the property of and is operated by The 4th pillar Ltd., a private limited company organized under the laws of Slovenia, entered in to the Slovenian court's register with the identification number 8098492000, tax number SI45442401 and its business address Ljubljana, Cesta 24. junija 25, 1231 Ljubljana - Črnuče, Slovenia.

The Company reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website. Important and additional terms and information about the procedure and material specifications of the Company, sale and acquisition of FOUR tokens and the Website are set forth in the Whitepaper. You acknowledge and agree that you have read, understood and have no objections to such terms and information. You further understand, agree and accept that the content of the Whitepaper is not final and that the Company may change the content of the Whitepaper any time for justified reason and in its sole discretion, which may materially adversely affect your rights and obligations, furthermore you understand, agree and accept that such changes shall not constitute or effect the essential element of these Terms. It is your responsibility to check these Terms and Whitepaper periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms, the Company grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

Please review our Privacy Policy published on the Website, which together with these Terms constitutes a valid and legally binding agreement between you and the Company when you are using the Website (the "Agreement"), and read them collectively.

These Terms will be published and available on the Website.

BY USING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND THE PRIVACY POLICY; IN CASE YOU DO NOT AGREE WITH THE TERMS OR PRIVACY POLICY, YOU SHOULD IMMEDIATELY STOP USING THE WEBSITE AND NAVIGATE AWAY FROM THE WEBSITE.

1. Definitions

The capitalized terms defined below in this section will have the meaning assigned to them here throughout this entire document unless explicitly mentioned otherwise:

Company, we or us mean the company The 4th pillar Ltd., a private limited company organized under the laws of Slovenia with its identification number 8098492000, tax number SI45442401 and its business address Ljubljana, Cesta 24. junija 25, 1231 Ljubljana - Črnuče, Slovenia.

Company Parties means the Company's respective past, present and future employees, officers, directors, contractors, consultants, attorneys, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns.

Intellectual Property means all copyright and other intellectual property rights, including inventions, creations, discoveries, knowhow, processes, marks, signs, designs, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable as a trademark, patent, design or a copyright work, and any trademarks, copyrights, designs or patents based thereon over all content and other materials contained on the Website, including, without limitation, the logos and all designs, text, graphics, user interface, visual interface, photographs, pictures, artwork, information, data, software, source code, as well as the compilation thereof, sound files, other files, design, structure, selection, coordination, expression and other content connected to the Website and the selection and arrangement thereof.

Party mean each User and/or the Company; **Parties** are Users and the Company together.

User or you mean an individual or entity who access the Website.

2. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and Company Parties from and against all claims, demands, actions, damages, losses, liabilities, costs and expenses (including attorneys' fees) that arise from or relate to (i) any third-party claim concerning these Terms, (ii) any feedback you provide, (iii) your responsibilities or obligations under these Terms, (iv) your violation of these Terms, or (v) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it. If we are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involves the Company as a result of these Terms. The Company may participate with counsel of its own choosing in any proceedings describing above.

3. Acknowledgment and Assumption of Risks.

The sale and acquisition of FOUR tokens involves a high degree of risk. As the Website serves for the sale and acquisition of the FOUR tokens some of this risk is associated also with the usage of the Website. Before using the Website, it is recommended that you conduct your own careful examination of all relevant information and risks about the Company, the sale and acquisition of FOUR tokens and usage of the Website.

You acknowledge and agree that there are risks associated with purchasing, holding, owning, and using FOUR tokens, sale and acquisition of FOUR tokens and accessing or using the Website.

4. Disclaimer

The information contained on the Website is for general information purposes only. While every effort will be made by the Company to ensure that information contained on the Website is correct, the Company disclaims (to the extent permitted by applicable laws) all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information on the Website. All statements, estimates, financial and other information contained on the Website that may be made by the Company or any associated party that are not statements of historical fact, constitute "forward-looking statements". Nothing contained on the Website or such other statements is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Company. Any reliance you place on such information is therefore strictly at your own risk.

Through the Website you are able to link to other websites which are not under the control of the Company. We have no control over the nature, content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the Website up and running smoothly. However, the Company takes no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond our control.

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.

5. Limitation of liability

To the fullest extent permitted by applicable law in no event will the Company or any of the Company Parties be liable to you or anyone else for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business

interruption) arising out of or in any way related to these Terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable).

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of the Company.

The information, products, and services included in or available through Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company may make improvements or changes on the Website at any time. No information provided to you by the Company shall be considered or construed as advice.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

6. Release

To the fullest extent permitted by applicable law, you release the Company and other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of your use of the Website and the acts or omissions of any third parties. You expressly waive any rights you may have under any relevant law or legal principle that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

7. Dispute Resolution and Governing Law

All questions concerning the construction, validity, enforcement and interpretation of the Agreement shall be governed by and construed and enforced in accordance with the laws of Slovenia, without regard to its conflict of law provisions or principles that would cause the application of the laws of any other jurisdiction, with exclusive venue for any litigation or other dispute resolution proceeding to be held before the courts of Slovenia.

The place of fulfilment for any of the rights and obligations under the Agreement shall be Ljubljana, Slovenia.

To resolve any dispute, controversy or claim between them arising out of or relating to the Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than 60 days following written notification of such controversy or claim to the other Party.

If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue of Slovenian courts to resolve the dispute.

8. Intellectual property

All rights on Intellectual Property of the Company are reserved and the Company retains title to all Intellectual Property. These materials are protected by Slovenian and international copyright laws and other intellectual property right laws. Nothing in these Terms maybe construed as granting or assignment of any license, consent option or right (including any copyright or other Intellectual Property) with respect to entry or performance of these Terms by the Company, by implication or otherwise. There are no implied licenses under granted under these Terms, and any rights not expressly granted to the User hereunder are reserved by the Company.

The Company will own exclusive rights, including all Intellectual Property rights, to any feedback including, but not limited to, suggestions, ideas, development or other information or materials regarding the Website or related products that you provide, whether by email, posting through Website or otherwise and you irrevocably and exclusively assign any and all Intellectual Property rights on such feedback for unlimited in time, scope and territory (to the extent permitted by applicable laws) so that the Company has the right to dispose with them without any limitations, including their transfer to any third party without seeking your prior consent. Any feedback or materials you submit is non-confidential and shall become the sole property of the Company. The Company will be entitled to the unrestricted use, reproduction (including in electronic form), modification (whereby you will not retain any rights on your original feedback or materials), or dissemination of such feedback or materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the feedback or materials (to the extent permitted by applicable laws). We have the right to remove any posting you make on Website if, in our opinion, your post does not comply with the content standards defined by these Terms.

9. Communication and support

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that the Company provides in connection with use of the Website or these Terms. You agree that Company may provide these communications to you by posting them via the Website or by emailing them to you at the email address you provide. Any email communication will be considered to be received by you within 24 hours after we email it to you and communication via our Website will be effective upon posting. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy.

It is your responsibility to keep your email address updated so that your current email address is communicated to the Company and the Company can communicate with you electronically. You understand and agree that if the Company sends you an electronic communication, but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, it will be deemed that you have been provided with the communication. You can update your user credentials any time by sending an email to info@the4thpillar.io

You may give the Company a notice under these Terms by sending an email to info@the4thpillar.io or contact the Company through support located on the Website. All communication and notices pursuant to these Terms must be given in English language.

10. Severability

If any term, provision, covenant, restriction, clause or provision of these Terms is held to be invalid, illegal, unlawful, void or unenforceable, the remainder of the terms, provisions, covenants, restrictions, clauses or provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant, restriction, clause or provision. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants, restrictions, clauses or provisions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

11. Miscellaneous

These Terms constitute the entire agreement between you and the Company with respect to the subject matter hereof and substitutes and supersedes any and all previous written or oral statements between you and the Company. No provision of the Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to exercise or enforce any right or provision of these Terms nor delay in exercising will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

Materials published on the Website or elsewhere are not binding and do not – unless explicitly referred to herein – form part of these Terms, and are of descriptive nature only.

The Company may, at its sole discretion, assign its rights and/or delegate its duties under these Terms. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Company, which the Company may withhold at its sole discretion, shall be void.

We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control.

Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity.

The Company reserves the right to make changes, amendments, supplementations or modifications to these Terms at any time in its sole discretion and for any reason. We suggest that you review these Terms periodically for changes. If we make changes to these

Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the Website or by posting the amended Terms on the Website and updating the date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for all Users.

The notice of change of these Terms is considered as notice of termination of all rights and obligations between you and the Company derived from these Terms, if you do not accept the amended Terms. If you do not agree to any amended Terms and you communicate your disagreement to the Company, the agreement between you and the Company is terminated by expiry of a 15 days period which starts after (i) the Company provides you a notice of change of these Terms or the Company publishes notice of such changes and (ii) you communicated your disagreement with the changes. In this case you shall immediately stop using the Website and navigate away from the Website. If you do not inform us regarding your disagreement within the 15 days period after the Company provides you a notice of change of these Terms or the Company publishes notice of such changes, we will deem that you agree with the changed Terms.

These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact the Company and immediately navigate away from the Website. Do not use the Website or other related services until you and the Company have agreed upon new terms and conditions.

The rights and remedies conferred on the Company by, or pursuant to, these Terms are cumulative and are in addition, and without prejudice, to all other rights and remedies otherwise available to the Company at law.

12. Contact Us

If you have any questions or concerns regarding these Terms, please contact us at info@the4thpillar.io.