



BLACKMOON

# TERMS OF CONTINUOUS CONTRIBUTORS' SERVICES

These Terms of Services were last updated on September 27, 2018.  
Please print a copy of these terms for your reference.

## INTRODUCTION

These Terms of Continuous Contributors' Services (the "**Terms**"), as amended from time to time, together with other documents referred to herein, govern the entire scope of relations between Blackmoon Platform (or "**Platform**") and you in the capacity of a continuous contributor ("**Continuous Contributor**" or "**CC**") to the Platform and providing certain services (the "**Services**") to the Platform, including without limitation: nature and scope of the Services, duties and responsibilities of the involved parties, consideration payable for the Services, representations and warranties of the parties, liability limitations, etc.

You may act as a Continuous Contributor to the Platform only subject to unconditional prior acceptance of these Terms and the general Terms and Conditions of the Blackmoon Platform (the "Platform Terms"), the full agreement with which you confirm by starting to act as a Continuous Contributor.

**PLEASE READ THESE TERMS OF CONTINUOUS CONTRIBUTORS' SERVICES AND THE PLATFORM TERMS CAREFULLY BEFORE PERFORMING ANY ACTIONS AS A CONTINUOUS CONTRIBUTOR. IF YOU DO NOT AGREE WITH THESE TERMS AND/OR ANY AMENDMENT HERETO, PLEASE DO NOT PARTICIPATE IN THE PLATFORM AS A CONTINUOUS CONTRIBUTOR AND DO NOT RENDER ANY SERVICES TO THE PLATFORM.**

Blackmoon Platform reserves the right at its sole discretion to revise, modify, change or remove portions of these Terms at any time. Blackmoon Platform may notify you from time to time of the changes to these Terms; however, it remains your responsibility to periodically check the Terms published on the Website. Your provision of the Services shall constitute your

consent to the revised and/or amended version of these Terms, as it is published on the Website.

Blackmoon Platform reserves the right, at its sole and absolute discretion, to reject the registration of any entity or person as a Continuous Contributor and to terminate its access to the Continuous Contributor's interface accessible via the Website (the "Interface"), including in the event that such entity is a person under the age of 18 or are defined as minors that have not yet reached legal age. For extended list of restrictions, please see Section 3 of these Terms. Additional restrictions may be provided by special terms related to specific assignments required by the Platform (the "Missions") that you will accomplish as a Continuous Contributor.

These Terms describe in full detail the terms and conditions which you must accept without restrictions or objections before rendering the Services. Before you receive access to the special functions of the Platform designed for the Continuous Contributors, including access to the Interface, and before you start rendering the Services, you must fully understand and agree to all the terms and conditions expressly included and/or incorporated by reference in these Terms. Notwithstanding anything to the contrary, by starting and/or continuing to render the Services, you are acknowledging that you have read these Terms and have unconditionally accepted without reservation the Terms in their entirety.

You have specifically accepted these Terms and in so doing have been given the opportunity to decline these Terms. Accordingly, you understand that such acceptance constitutes these Terms as an agreement between you and Blackmoon Platform, having as its conditions the provisions of these Terms (as the same may be updated, supplemented and amended from time to time with your further acceptance of such changes). Your retaining the status of CC and your performance as a CC constitutes your further and continued confirmation of such acceptance together with an acceptance and acknowledgment any other legal notices, disclaimers and statements contained on the main page and other pages of the Website and, to specify, via the Interface. Your provision of the Services is generally governed by the version of the Terms in effect on the exact date you act to provide the respective Services and perform certain Missions. You shall check the Website periodically in order to review the current version of the Terms of Continuous Contributors' Services.

## 1. DEFINITIONS

Unless otherwise expressly provided herein or is evident from the context, all capitalized terms used herein and defined in the Platform Terms shall have the same meaning as prescribed to them in the Platform Terms.

In these Terms:

**"Account"** means a digital record of the User's details, such as personal details and e-mail, which have been recorded by completing the registration process on the Platform, allowing a User to deposit funds with the Platform and place orders for Asset Tokens through the Platform as soon as s/he becomes the Verified User.

**"AML Regulations"** - Anti-Money Laundering regulations; a set of rules and procedures adopted by Blackmoon and the applicable laws and regulations on the prevention of money laundering and terrorism financing applicable to Blackmoon, the Platform and Token Issuers.

**"Blackmoon"** means BMC Group SPC Ltd, an exempted segregated portfolio company limited by shares, incorporated in the Cayman Islands on 18 January 2018, registration number 331901, registered office at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman, KY1-1002, Cayman Islands, that established and acts on behalf of and for the account of the Platform.

**"Blackmoon Platform"** or **"Platform"** means BMC Platform SP, responsible for the complex of front-and back-end systems and the provision of a technological solution for registered users to view information on the products of Blackmoon. IMPORTANT: Blackmoon Platform is not a separate legal entity, and any use of the term "Blackmoon Platform" or "Platform" in these Terms shall be deemed to mean "Blackmoon on behalf of Blackmoon Platform" or "Blackmoon in relation to Blackmoon Platform", unless the context expressly requires otherwise.

**"BMC Token Address"** means a specific wallet address created and provided by the Platform to any Continuous Contributor via the Interface for the purpose of delivering the BMC Tokens by a Continuous Contributor to meet the requirements for a specific Mission and for crediting of consideration for the Services rendered by a Continuous Contributor.

**"BMC Token"** means a BMC utility token specified by the open-source smart contract software with Ethereum blockchain network with the contract address 0xdf6ef343350780bf8c3410bf062e0c015b1dd671.

**"Continuous Contributor"** or **"CC"** means a person which is registered with the Platform as its User (as described in the Platform Terms), having its Account verified by the Platform and providing, or intending to provide, the Platform with the Services subject to these Terms.

**"Intellectual Property Rights"** mean all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights; and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs, and "Intellectual Property" means any and all objects of the Intellectual Property Rights.

**"Interface"** means an interface designed for Continuous Contributors and accessible via the Website, allowing Continuous Contributors to get information on their current status, receive the BMC Token Address, deposit BMC Tokens, acknowledge and accept Missions, report on Missions performance, etc.

**"KYC Policy"** means "Know-Your-Client" policy for verification of investors' identity designed in accordance with the applicable anti-money laundering regulations to which Blackmoon is subject from time to time.

**"Mission"** means a model assignment issued by the Platform to Continuous Contributors from time to time, to be performed by Continuous Contributors in accordance with the rules and regulations provided in the Mission Description.

**"Mission Description"** is a description of Missions and tasks as a concept, as well as of a specific type of Missions and associated duties of a CC performing such Missions, additional requirements to performing CCs (if any), performance indicators, minimal amount BMC Token to be deposited by CC to be allowed to perform such Missions, etc. Such description, as amended from time to time by the Platform at its sole discretion, is available on the Website and incorporated in these Terms by reference.

**"Platform Terms"** means the effective Terms and Conditions of the Platform regulating the relations between Blackmoon acting on behalf of and for the account of Blackmoon Platform, and all its Users and available on the Website.

**"Services"** or the "Services" means certain services described in these Terms and Mission Description existing, introduced or amended from time to time, that are or may be provided by Continuous Contributors to the Platform.

## 2. CONTINUOUS CONTRIBUTORS' SERVICES

- 2.1 There is a specific and limited list of services that may be rendered by Continuous Contributors to the Platform. These services are attributed to various Missions available for the Continuous Contributors via the Interface. Each specific Mission and related requirements is described in the Interface, and requirements to performance of such type of Missions are provided in details in the Mission Description accessible via the Website. Each Continuous Contributor intending to perform the specific Mission should first read and understand the Mission Description.
- 2.2 The fact of your registration as the Platform User, verification of your Account by Platform and getting access to the Interface does not mean that you are providing any the Services from the date of such registration and/or verification. To actually start providing the Services you should perform additional actions prescribed herein, in the Mission Description and in the Interface, including submitting of the minimal amount of BMC Tokens required to accept the Mission to BMC Token Address, and performance of certain additional actions as may be required by the Platform.
- 2.3 Getting access to the Interface also might not be sufficient to start providing the Services by accepting and performing the Missions. Each type of the Missions may have its own requirements to Continuous Contributors intending to choose such Mission, including special

eligibility, regulatory or qualification requirements. Such requirements are and will be determined by the Platform at its discretion and basing on Platform's assumption of qualification required for performance of such type of Missions and applicable regulatory environment. Such requirements may be amended at any time if in the Platform's opinion it is required by changing legal or regulatory environment. In order to start providing the Services associated with a specific type of Missions, you shall be eligible to do so, and in this respect you may be required by Platform to provide due evidence of your eligibility in addition to those provided within the process of your Platform Account verification.

- 2.4 Blackmoon Platform may at any time and at its sole discretion introduce a new type of Missions, amend any existing types of Missions (including Mission conditions, set of associated services, functions, requirements to CCs, performance indicators, consideration payable to CCs, etc.) or terminate any existing Missions and types of Missions, each with immediate or delayed effect as Blackmoon Platform may decide. By accepting these Terms, you expressly confirm that you have no objections regarding such amendments and/or terminations of the Missions at any time and you hereby waive all and any claims to Platform, which may arise with relation to such amendment or termination of the existing Missions.
  
- 2.5 The Platform will decide at its sole discretion what the Services are required by it at any time, if any, and should it decide that the Services are required, assign specific Missions to the Continuous Contributors. Nothing in these Terms, Mission Description or any other document herein referred represents or may be deemed to contain an undertaking or obligation by Blackmoon Platform to request any Services from any Continuous Contributor at any time. You understand and confirm, that there may be situations when the Platform does not need any Services.
  
- 2.6 Your provision of the Services in each case will be conditional on submitting a certain amount of BMC Tokens which you own or otherwise lawfully possess by way of transfer of such BMC Tokens to your BMC Token Address provided to you by the Platform via the Interface. It is expressly stated, and you hereby acknowledge and confirm, that upon each such transfer any transferred BMC Tokens shall not be deemed owned by the Platform since in this case the Platform acts as a technical operator/administrator creating BMC Token Addresses and providing you with specific BMC Token Address and means to manage assets stored at your BMC Token Address. BMC Tokens submitted to the BMC Token Address will be exposed to all risks related to blockchain related digital tokens, including without limitation a risk of full and complete loss of any submitted BMC Tokens due to any data loss, problems with blockchain networks and software protocols, technical and hardware flows and failures, loss or compromise of private keys. For a full list of risks related to digital tokens, please refer to our General Risk Disclosure. By submitting any BMC Tokens to BMC Token Address with relation to the Services you expressly and fully waive any claims you might have to the Platform with respect to the future of such BMC Tokens.
  
- 2.7 With respect to any BMC Tokens submitted by you as described above, Blackmoon and Blackmoon Platform hereby expressly state that such BMC Tokens will not be transferred to, deposited to or treated by any of them as client money or client assets. Blackmoon and Blackmoon Platform do not have any obligations or responsibility for the safekeeping or

safeguarding such BMC tokens on your behalf, and neither Blackmoon nor Blackmoon Platform will treat such BMC Tokens as client assets in any way.

- 2.8 The Mission Description with description of the relevant type of Missions shall provide minimal and maximal amounts of BMC Tokens to be submitted to a relevant BMC Token Address by a Continuous Contributor intending to accept the respective Mission, and to be able to accept the Mission each Continuous Contributor shall submit at least a minimal amount of BMC Tokens prescribed by the Mission Description.
- 2.9 Your consideration for Missions performed during the accounting period will depend on (1) your due performance of the Missions, which is primarily determined by your ability to reach specific performance indicators provided in the Interface; and (2) the amount of BMC Tokens submitted to relevant BMC Token Address and stored at BMC Token Address throughout the accounting period. For more information regarding consideration for the Services please refer to Section 7 hereof and the Mission Description.

### 3. RESTRICTIONS AND LIMITATIONS

- 3.1. Unless the relevant Mission conditions as described in the Mission Description expressly provide otherwise, the residents of the following jurisdictions shall not be eligible provide services as Continuous Contributors via the Platform due to regulatory restrictions: United States, Cayman Islands, Democratic People's Republic of Korea (DPRK), Ethiopia, Iran, Syria, Sri Lanka, Uganda, Yemen, Iraq, Tunisia, Trinidad and Tobago. If you are a resident of any of these jurisdictions, you will not be granted access to the Interface, and any your registration application for performance of Services will be rejected.
- 3.2. Unless the Mission Description expressly provides otherwise, the Services related to solicitation of any investment into the Platform shall not be provided to or target the residents of the following countries: United States, Canada, Australia, South Africa, New Zealand, Japan, People's Republic of China, Cayman Islands, Hong Kong, Singapore, Democratic People's Republic of Korea (DPRK), Ethiopia, Iran, Syria, Sri Lanka, Uganda, Yemen, Iraq, Tunisia, Trinidad and Tobago, Singapore. Any solicitation directed at the residence of these jurisdictions will result in the violation of these Terms and Mission Description and will not receive the applicable Mission compensation.
- 3.3. You may not be a part of the agreements represented by these Terms if you are under the age of 18 or are not of a legal age as may be defined in your jurisdiction. The Services can be rendered only by those persons who are permitted to enter legally binding agreements in their respective jurisdictions. If there is any reason why you would not be able to enter a legally binding agreement with Blackmoon Platform for whatever reason, you shall not accept these Terms and you will not be able to render the Services as herein described.

- 3.4. You should always check Mission conditions described in the Mission Description for additional information on limitations, restrictions and exceptions from general restrictions and limitations provided herein, which may be applicable for each specific Mission, as well as guidelines and instructions provided to you by representatives of the Platform via the Interface, email address you used for the registration, or otherwise.
- 3.5. Blackmoon Platform may impose additional general restrictions and requirements on the communications and services to be given or provided under these Terms from time to time, which shall be communicated to you via the Interface, other parts of the Website or other electronic means. You remain responsible for compliance with these restrictions in the course of the provision of the Services. If you, acting reasonably, realize that upon imposing of such additional general restrictions and requirements you are no longer in a position to render the Services or otherwise to act as a Continuous Contributor, you must immediately stop any activities related to the Services and withdraw any BMC Tokens which you submitted for the purposes of the Services provision.

## 4. ELIGIBILITY

- 4.1 The provisions regarding CC eligibility provided in this Section 4 shall be understood as additional to those provided in the Section 6 "User Eligibility" of the Platform Terms. If you do not satisfy or cease to satisfy with the Eligibility Requirements generally applicable to all of the Platform Users, you in no case may be deemed as an eligible Continuous Contributor, with the exception of cases where special exceptions are provided herein and in the Mission Description describing the relevant Mission.
- 4.2 Without prejudice to the provisions of Clause 4.1 above, any eligible Continuous Contributor shall be:
  - (a) provided that such CC is an individual, at the age of 18 and older and in any case be of a legal age as established in such person's jurisdiction;
  - (b) a person whose KYC ("Know-Your-Client" procedures for verification of a person's identity designed in accordance with the applicable anti-money laundering regulations to which Blackmoon Platform is subject from time to time) materials and information submitted to Blackmoon Platform as required by the Platform Terms had been successfully verified by Blackmoon Platform and due notification of such verification had been received by such person from Blackmoon Platform or otherwise by electronic means;
  - (c) a holder of the amount of BMC Tokens sufficient for making at least minimal transfer to relevant BMC Tokens Address as provided in the Mission Description.

- 4.3 Mission Description may provide that only individuals are eligible to perform specific Missions. In this case any legal entity although being a registered User of the Platform should not be recognized as a Continuous Contributor eligible to perform such Mission.
- 4.4 Successful verification of your Platform Account and its express confirmation delivered to you by Blackmoon Platform, and approval of your application to provide the Services shall in all cases be a necessary condition of your ability to act as a Continuous Contributor and perform any Mission.
- 4.5 To the extent you do not own or otherwise lawfully possess at least minimal amount of BMC Tokens required to be submitted to BMC Token Address in order to accept a specific Mission, you will be unable to render such Mission.

## 5. COVENANTS, REPRESENTATIONS AND WARRANTIES

- 5.1 In addition to all the representations and warranties you provide to Blackmoon Platform in accordance with the Platform Terms, every time you use the Platform for any purposes (including without limitation for provision of the Services by performing Missions), as a Continuous Contributor you hereby represent, warrant, covenant and agree to Blackmoon Platform as follows:
  - 5.1.1 You have full right, power and authority to execute and submit these Terms and there is no impediment which would inhibit its ability to perform the terms and conditions imposed on you in these Terms and Mission Description;
  - 5.1.2 To the extent that you represent a corporation, that it is a corporation duly organized and validly existing and in good standing and is duly qualified and authorized to do business wherever the nature of its activities or properties requires such qualification or authorization, and you are a duly authorized representative of such corporation entitled to perform actions and execute any contracts and instruments which upon such execution become legally binding for such corporation;
  - 5.1.3 No registration with or approval of any government agency or commission is necessary for the execution, delivery or performance by you of any of the terms of these Terms, or for the validity and enforceability hereof or with respect to your obligations hereunder, except such registrations and approvals that have been made or obtained;
  - 5.1.4 There is no action or proceedings pending against you or, should you represent a corporation, any of your corporation officers or directors in their capacities as officers and directors of the CC before any court, administrative agency or other tribunal which might have a material adverse



effect on its or Blackmoon Platform's business or condition, financial or otherwise, or its operation. No director, officer, key employee or member of the CCs senior management has a criminal record or criminal prosecution and/or investigation pending;

- 5.1.5 Neither the execution nor the delivery of these Terms nor the fulfillment of or compliance with the terms and provisions hereof by you shall contravene any provision of law including, without limitation, any statute, rule regulation, judgment, decree, order, franchise or permit applicable to you;
- 5.1.6 Your fulfillment of your responsibilities under these Terms shall be in strict compliance with the terms and conditions set forth herein;
- 5.1.7 You are, and you shall remain during the whole term you render the Services, in full compliance with the laws and regulations applicable within each jurisdiction in which or for which you perform such the Services;
- 5.1.8 You agree and undertake to cease immediately all your activities as a Continuous Contributor and/or cease the operation of the same in any territory requested by Blackmoon Platform upon the occurrence of any illegality or suspicion of illegality;
- 5.1.9 You shall refrain from providing any marketing or solicitation services in the restricted jurisdictions as listed in Clause 3.1 hereof and You shall refrain from providing any solicitation services in the restricted jurisdictions as listed in Clause 3.2 hereof, both lists of the restricted jurisdictions may be updated by Blackmoon Platform or by the relevant regulators from time to time;
- 5.1.10 You shall ensure that any materials that you may develop and publish within the course of provision of the Services generally follow the guidelines and instructions you receive from time to time and that they are in no way offensive, indecent, objectionable or obscene.
- 5.2 Blackmoon hereby represents and warrants to you as a Continuous Contributor as follows:
  - 5.2.1 It is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to execute and deliver these Terms, to offer them to you and to carry out the provisions hereof;
  - 5.2.2 It is duly authorized to execute and deliver these Terms and to perform its obligations hereunder;
  - 5.2.3 These Terms provide legal and valid obligation binding upon it and is enforceable in accordance with the terms herein contained;

- 5.2.4 Blackmoon Platform is duly created and authorized to execute and deliver these Terms, to offer them to you and to carry out the provisions hereof; and
- 5.2.5 Blackmoon Platform is a lawful owner/lawful licensee of the Intellectual Property Rights in the platform as a complex of front end and back end systems, as well as the project's team accessible by Users via the Website.

## 6. OBLIGATIONS AND RESPONSIBILITIES OF CONTINUOUS CONTRIBUTORS

- 6.1. The scope of each Continuous Contributor's duties, obligations and responsibilities depends on the Mission(s) such CC decided to perform and are generally described in the Interface and the Mission Description.
- 6.2. You are not able to choose to perform only some duties prescribed by a specific Mission. Instead, each time you choose a Mission you accept all conditions associated with such Mission in the Interface and in the Mission Description in their entirety. Failure to observe or fulfill any of such conditions may result in your unduly performance of the Services associated with the Mission, in which case you will be entitled only for a partial consideration for the Mission or for no consideration at all.
- 6.3. While performing any Mission, you should also observe and adhere to the obligations and responsibilities which are general for all Continuous Contributors and provided in this Section 6. You hereby understand, acknowledge and confirm that failure to comply with the requirements provided in this Section 6 as well as in the Mission Description shall represent a material breach of your obligations before Blackmoon Platform hereunder and in this case Blackmoon Platform may and is authorized to cause your Services to be immediately terminated, no consideration for rendered Services will be paid to You and all BMC Tokens You submitted in connection with provision of the Services might be withheld by Blackmoon Platform.
- 6.4. You hereby undertake to the extent it is applicable to the Mission you perform that your activity and/or any content to be posted and/or published in your websites or webpages or social networks shall not be directed toward minors and/or engage in any other practices which may affect adversely the high image, credibility or reputation of Blackmoon Platform, their services and/or the Platform, including without limitation of the generality of the foregoing, promoting sexually explicit materials promotes, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or otherwise reasonably objectionable content, include material that is in breach of and/or infringes any Intellectual Property Rights of any third party (including any material copied from third parties without their permission) and/or including any false, misleading or disparaging representations or statements with respect to the Platform.

- 6.5. You shall not publish any material that refers to Blackmoon, the Platform, its Intellectual Property or any other name or mark owned by Blackmoon or Blackmoon Platform, unless such publication is compliant with Blackmoon Platform guidelines. Upon request by the Platform, you shall immediately remove any publication referring to Blackmoon and/or Blackmoon Platform if it is deemed to be in violation or regulatory or internal compliance standards of Blackmoon and/or Blackmoon Platform.
- 6.6. You shall not copy, alter or reproduce any content from the Website or other Blackmoon and Blackmoon Platform websites and/or publications and shall not post in any website and/or elsewhere without explicit permission from Blackmoon and/or Blackmoon Platform.
- 6.7. Upon request, you shall promptly provide links or references to all published content and material for review by Blackmoon Platform.
- 6.8. You shall not be permitted to change any of Blackmoon Platform's logos and/or banners and/or images and/or to make any use of them beyond the uses permitted hereunder.
- 6.9. You hereby undertake not to use the Blackmoon Platform's Intellectual Property (including without limitations trademarks, brands, logos, etc.) in any way or manner whatsoever, including but not limited to the words "Blackmoon" and/or "Blackmoonplatform" and/or "Blackmooncrypto" spelled in any possible way (including with typos, spaces, signs, symbols or in any other way) in its displayed URL and/or in the destination URL.
- 6.10. In no event shall you engage in any e-mail or telephone marketing or promotion with respect to Platform.
- 6.11. During the whole term you render Services by performing certain Missions, you undertake to use your best efforts to actively and effectively contribute to the provision of services to the Platform within the scope provided in the Interface, by the Mission Description and instructions you receive from the Platform in addition to those specific promotional tasks which may be assigned to you by the Platform.
- 6.12. Should you be engaged in the Services, all your activities shall be based exclusively on the pre-approved content provided by Blackmoon Platform. Subject to the terms and conditions of these Terms, Blackmoon Platform hereby grants to you and you hereby obtain from Blackmoon Platform a royalty-free, nonexclusive, personal, non-transferable, non-assignable and non-sub-licensable license for the term of actual Services provision, to display the Blackmoon and Platform image and brand in various social media and brands solely for the purpose of promoting and marketing Platform and its services.
- 6.13. You hereby agree to the following conditions for the use of the Blackmoon and Platform name, image, likeness and brand under Clause 6.12:

- (a) You will use the Blackmoon Platform Intellectual Property only as permitted hereunder;
- (b) You will use the Blackmoon Platform Intellectual Property in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by Blackmoon Platform;
- (c) You shall not be permitted to market the Platform and any brands associated with the Platform in any other manner which results in direct or indirect competition with Blackmoon Platform in relation to the promotion of the Platform or its service;
- (d) the consideration provided to you in accordance herewith and the Mission Description shall be subject to the compliance of your materials and performance with the Platform guidelines and standards communicated to you by Blackmoon Platform in any way, including without limitation by publishing them on the Website;
- (e) Blackmoon Platform Intellectual Property is and shall remain the sole property of Blackmoon Platform;
- (f) nothing in these Terms shall confer in you any right of ownership in the Blackmoon Platform Intellectual Property nor employment of you by Blackmoon or Blackmoon Platform.

6.14. Under no circumstances shall you make representations or imply your direct employment by or ownership of Blackmoon Platform or any other Continuous Contributors.

6.15. In no event shall you engage in any marketing or promotional activity related to Blackmoon Platform or its other Continuous Contributors in any restricted jurisdiction as defined in Clause 3.1 hereof.

6.16. In addition to any remedy available in accordance with Clause 6.3 hereof Blackmoon Platform reserves the right to take legal actions against you in the event you shall attempt to manipulate the Platform or mislead its Users in any way and/or otherwise abuse the Services. Without limitation of the foregoing, Blackmoon Platform reserves the right to claim for damages to the extent that effected withholding, setoff and/or deduction from any payment due to you hereunder and withholding of your submitted BMC Tokens by Blackmoon Platform did not cover in full the losses of Blackmoon Platform caused by such your actions or other misconduct.

## 7. CONSIDERATION

7.1. For the Services provided, i.e. for the Missions completed, you will be entitled to receive a consideration from the Platform on terms and conditions stated in this Section 7 and in the Mission Description.

- 7.2. The consideration due to you for performance of Missions will be calculated and paid by the platform in BMC Tokens to your BMC Token Address.
- 7.3. The consideration will be calculated and paid to the Continuous Contributors on a monthly basis, unless the Platform at its sole discretion decides otherwise.
- 7.4. The amount of consideration due to each Continuous Contributor upon the results of the relevant accounting month shall be calculated on the basis of (1) average monthly amount of BMC Tokens stored at the relevant BMC Token Address; and (2) points awarded by such Continuous Contributor for performance of Missions within the accounting month.
- 7.5. The exact algorithms and/or formulas for calculation of consideration payable to Continuous Contributors on the basis of indicators provided in Clause 7.4 above may from time to time change at the sole discretion of the Platform. Information on such algorithms and/or formulas will be at any time available via the Interface.

## 8. TERMS AND TERMINATION

8.1. **Termination.** These Terms may be terminated as follows:

- (a) Blackmoon Platform reserves the right to terminate these Terms in the following cases:
  - If for any reason Blackmoon Platform decides to discontinue to provide the Services defined in the Platform Terms (in whole or in part), by providing at least 3 (three) calendar days' notice (which may be provided by email, short text message etc.);
  - If Blackmoon Platform believes that you have breached any of the terms of these Terms or the Platform Terms, immediately without notice;
  - If your use of the Platform has been in any way improper or breaches the spirit of these Terms or the Platform Terms, immediately without notice;
  - Upon an issuance if an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings in which you are involved, immediately without notice;
  - In case of regulatory or legal change that renders the provision of the services described in these Terms illegal or otherwise conflicting with the regulation; or
  - Upon your death, immediately without notice.
- (b) You may terminate the provision of your Services at any time by withdrawal of your BMC Tokens from the relevant BMC Token Address, such termination to take effect immediately when the amount of your BMC Tokens on the BMC Token Address becomes less than minimal amount prescribed by the Mission Description as to the relevant Mission. You may also terminate these Terms and the Services at any time

by closing your Account with the Platform using the tools available on the Platform as provided in the Platform Terms. You shall remain responsible for any activity that occurs within your Account (including via the Interface) prior to the actual termination of your Services.

- (c) Termination of these Terms will not extinguish or alter any rights, obligations or liabilities of you or Blackmoon Platform that accrued prior to such termination. In addition, the following sections shall survive any termination of these Terms (to the extent capable of survival): Clauses 9, 10, 11 and 12 and this Clause 8.

- 8.2. If the Services are terminated for any reason due to suspected misconduct by you, Blackmoon Platform reserves the right to cause any BMC Tokens submitted by you in connection with provision of the Services to be transferred to Blackmoon Platform. Any decision made by Blackmoon Platform regarding the matter will be final.

## 9. INTELLECTUAL PROPERTY

All Platform Intellectual Property assets ("IP") including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme and graphics are our sole and exclusive IP and are all protected by local and international intellectual property laws and treaties including all copyright laws and regulations. Under no circumstances shall you remove any copyright notification from any of Blackmoon and Platform IP or unlawfully use the Website, the Platform and/or our software. The use of the Platform and associated Services does not grant you any rights other than those granted to you by revocable license in any way. The platform owns or is licensed to use all the images, graphics, video, audio, software code, user interface design or logos, and/or content displayed on the Website and/or any software used therein and/or useable there through. You are not permitted to use any of the Platform images and/or content for any other purpose without obtaining our prior written consent. Nothing contained on the Website and other Blackmoon websites shall be construed as granting, by implication or otherwise, any license or right to use any trademark without either our written permission or the permission of the proprietor of such trademarks. Except as expressly stated herein, you may not without Blackmoon/Platform prior written permission, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any of our other websites. If you link from another website to the Website, your website, as well as the link itself, may not, without our prior written permission, suggest that Blackmoon and the Platform endorse, sponsor or are affiliated with any of your or any third parties' website, entity, service or product, and may not make use of any of our IP other than those contained within the text of the link.

## 10. LIMITATION OF LIABILITY

- 10.1. You expressly agree that your use of the Website and the Platform, provision of the Services and any publications, presentations, financial information, trade data, performance information, blogs, postings, or other information, content, services and materials contained in, accessed via, or described on the Website or the Platform, is at your own risk, and that all such information, content, services and materials are provided on an "as is" and "as available" basis.
- 10.2. You hereby acknowledge and confirm, that Blackmoon Platform will NOT have any liability with respect to any BMC Tokens that you may submit to BMC Token Address in connection with the Services provision. Such BMC Tokens does not represent any money or currency. They will not be held, safekept, segregated or otherwise treated as client assets by Blackmoon or the Platform. No warranties, either express or implied, are provided in these Terms and any document included herein by reference regarding treatment, value, exchange of BMC Tokens by Blackmoon Platform. You will all the time when BMC Tokens are submitted by you to relevant BMC Token Address bear all the risks associated with BMC Tokens, as well as general risks associated with blockchain technology and industry.
- 10.3. To the full extent permissible by applicable law, Blackmoon Platform makes no, and hereby disclaims all, representations or warranties of any kind, express or implied, as to the availability, operation and use of the Website or the Platform or the information, content, materials or Services on or accessed via the Website or the Platform, including but not limited to warranties of merchantability, fitness for a particular purpose, title and non-infringement. Neither the Website nor the Platform, nor any information, content, materials, or services available via the Website or the Platform, constitutes or is intended to constitute, or should be construed as, a solicitation or any offer to buy any asset, investment advice or a recommendation or promotion of any transaction or other financial product, investment manager, or trading or investment strategy. In addition, Blackmoon Platform does not represent or warrant that the information accessible via the Website or the Platform is accurate, complete, reliable or current and we are not responsible for any errors or omissions therein or for any adverse consequences resulting from your reliance on any aspect of the Website or the Platform. Further, Blackmoon Platform makes no representations and warranties that the Website or the Platform will be uninterrupted, secured, or free of errors or viruses, or other harmful components.
- 10.4. In no event shall Blackmoon or Blackmoon Platform or its affiliates, or the directors, officers, employees, agents be liable to you or any third party for damages of any kind arising out of your provision of the Services or the use of, access to, reliance on, inability to use or improper use of the Website or the Platform, any information posted on or otherwise delivered through the Website by the Users, or any other information, content, materials or services available on the Website or the Platform (including, but not limited to, any direct, indirect, special, punitive, incidental or consequential damages or damages for loss of profits, goodwill or revenue, business interruption, or loss of data), even if advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort, or otherwise.
- 10.5. In any event, and notwithstanding the generality of the foregoing, the maximum liability that You may claim from Blackmoon Platform for any reason related to the Services shall be no more

than the amount of BMC Tokens that you submitted in connection with rendering of the Services, that may have been the basis for any accumulated liability that you incur. The laws of certain jurisdictions do not permit limitations on implied warranties or the exclusion or limitation of certain types of damages, and thus some or all of the disclaimers, exclusions or limitations above may not apply to you.

- 10.6. **Limited Recourse.** Notwithstanding any other provision these Terms or other documentation relating to the Platform, by providing the Services via the Platform you will be deemed to acknowledge and agree that to the extent you have any claim against Blackmoon Platform under these Terms (a "Relevant Claim") to the fullest extent permitted by applicable law such Relevant Claim shall be against Blackmoon Platform only in relation to these Terms or against to which such Relevant Claim relates as part of the provided services and not in relation to Blackmoon or its general assets and in the circumstances of such Relevant Claim being successful (a) you shall have recourse only to the assets of Blackmoon Platform, as the case may be (the "Recourse Assets"); (b) the Recourse Assets may be insufficient to meet Blackmoon Platform's obligations to you in respect of the Relevant Claim; and (c) the Recourse Assets having been liquidated and the net proceeds having been distributed, you shall not be entitled to take any further steps against Blackmoon or Blackmoon Platform, to recover any sums due but still unpaid after such distribution and all claims in respect of such sums due but still unpaid shall be extinguished.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions, their acceptance by you and the formation of the contract between you and Blackmoon Platform based on the same shall be governed by and construed in accordance with the laws of Cayman Islands. By using the Platform and providing the Services you agree to recognize all electronic and magnetic data and documentation as admissible evidence when settling a dispute regarding any trades and investments effected pursuant to these Terms. The courts in Cayman Islands shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder.

## 12. MISCELLANEOUS

- 12.1. **Taxation.** You hereby acknowledge and understand that Blackmoon Platform does not collect any taxes for any government authority in any form or manner and you further understand that it is your own responsibility to calculate and pay all applicable taxes in your country of residence or elsewhere arising as a result of your activity on the Platform and provision of the Services. Notwithstanding the above and without derogating in any way from your sole, exclusive and personal obligation to pay taxes in your local jurisdiction, you unequivocally agree that Blackmoon Platform may withhold and deduct any taxes due under applicable law



and regulations that may arise from the results of your rendered Services and the consideration payable for it.

- 12.2. **Severability.** If any part of these Terms is unlawful, void or determined to be unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- 12.3. **Headings.** Headings used in these Terms are for convenience purposes only and shall not be considered for the purposes of construing of the provisions hereof.
- 12.4. **Modifications.** No provision of these Terms can be amended by you, in any respect, except as evidenced and agreed in a writing by a competent officer or authorized representative of Blackmoon Platform, and in entering into these Terms, you have not relied on, or been otherwise induced by, any matter not contained in such a writing. We reserve the right to amend, revise, modify, and/or change these Terms at any time.
- 12.5. **Assignment.** Subject to any law or regulations which Blackmoon Platform considers applicable to the circumstances, Blackmoon Platform may assign these Terms and/or any of our rights and/or obligation hereunder to another registered or authorized or unauthorized investment professional. You may not assign these Terms without Blackmoon Platform's consent (which may be withheld for any reason) and the consent of the assignee rendered in a manner which is acceptable to Blackmoon Platform.