

GENERAL TERMS AND CONDITIONS FOR SOLIDUM PRIME

October 2017

READ THESE TERMS AND CONDITIONS ("**TERMS**") CAREFULLY BEFORE PURCHASING SOLIDUM PRIME OR USING ANY PRODUCT ASSOCIATED WITH SOLIDUM CAPITAL LLC ("**Solidum Capital**") OR SOLIDUM PRIME. BY USING THE SOLIDUM PRIME, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS TERMS, YOU ARE NOT AN AUTHORIZED USER OF THE SOLIDUM PRIME AND YOU SHOULD NOT USE IT. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT. WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR [WEBSITE](#).

YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS. THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY US, DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL OR PURCHASE SHARES OR SECURITIES IN ANY WAY.

NONE OF THE INFORMATION OR ANALYSES PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND WE ARE NOT, DO NOT OFFER AND SOLIDUM PRIME SHALL NOT BE CONSTRUED AS INVESTMENT OR FINANCIAL PRODUCT, BUT AS A SOFTWARE APPLICATION.

ACCORDINGLY, THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES. WE EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF SOLIDUM PRIME.

WE DO NOT CONTROL, MAINTAIN OR MANAGE THE PLATFORM AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY MALFUNCTION OF THE PLATFORM. THIS TERMS SHALL APPLY TO YOU IN ADDITION TO THE ICONOMI GENERAL TERMS AND CONDITIONS FOR ICONOMI END USERS. IN CASE OF ANY DISCREPANCIES BETWEEN THESE TERMS AND ICONOMI GENERAL TERMS AND CONDITIONS FOR ICONOMI END USERS THESE TERMS SHALL GOVERN YOUR RELATIONSHIP WITH US.

ANY REFERENCE TO "US", "WE" OR ANY SYNONYM SHALL MEAN A REFERENCE TO SOLIDUM CAPITAL.

1. TERMS

1.1 The following terms shall have for the purposes of these General terms and conditions the following meaning:

"Solidum Prime" means a custom fit cryptographic token solution, developed by Iconomi, which operates on Ethereum public blockchain. Solidum Prime is a software product as its content presents a source code, including elements of a smart contract and application features. Solidum Prime includes a number of chosen Digital Assets which we choose in accordance with our Fact Sheet available at our [Website](#). Consequently, its main feature is that it saves time and transaction costs to those users, who wish to obtain cryptographic tokens of different issuers. Solidum Prime represents Digital Asset Array as defined in the Iconomi General Terms and Conditions for Iconomi End Users available at www.iconomi.net.

“Iconomi” means Iconomi Inc. who runs the Platform as defined in the Iconomi General Terms and Conditions for Iconomi End Users available at www.iconomi.net.

“Digital Assets” are tokens, available in particular public blockchain network, being accepted by the Platform.

“Third-party Wallet” is a software solution, enabling users to store their Digital Assets, which is not hosted at Iconomi or at the Platform.

“Website” shall mean <http://solidum.capital>.

2. SOLIDUM PRIME

- 2.1. Solidum Prime is not an investment product and any action, notice, communication, message, decision, managerial act, or omission of the mentioned, is not an investment advice and shall not be understood and interpreted as such. Any such content, provided by us either by integration in the Solidum Prime source code or by publishing through any means of communication, shall be regarded solely as statement of facts or observation and in no case as investment advice. Solidum Prime is not a security. We give no guarantees as to the value of Solidum Prime or any of the Digital Assets and explicitly warn you that there is no reason to believe that Solidum Prime or any Digital Assets will increase in value, and they might also decrease in value or lose their value entirely.
- 2.2. You agree and accept, that you are acquiring Solidum Prime for your own personal use as technical means to acquiring tokens from different blockchains simultaneously. You also agree that you don't consider Solidum Prime as security and you understand that it may lose its value.
- 2.3. This document or any other document, produced and signed by us, the Website and Solidum Prime as such do not constitute an offer or solicitation to sell and shall not be construed in this way, and it may only be construed as an invitation to give offer, in all cases for purchase of Solidum Prime as software solutions.
- 2.4. Solidum Prime is not cryptocurrency, regardless of what legal meaning word *“cryptocurrency”* has.
- 2.5. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets, the price of Digital Assets or Solidum Prime may be different from the prevailing rate indicated via the Platform at the time of your order is submitted. You understand that we are not liable for any such price fluctuations.

3. ACQUIRING AND DISPOSING OF SOLIDUM PRIME, ICONOMI USER IDENTIFICATION ACCOUNT, ELIGIBILITY

- 3.1. Solidum Prime can be acquired only through Platform. For information regarding access to the Platform, creation of the account, eligibility to create account, security requirements and rules regarding acquisition and disposal of Solidum Prime as a Digital Asset Array please refer to Iconomi General Terms and Conditions for Iconomi End Users available at www.iconomi.net.

4. RISKS

- 4.1. You understand that Solidum Primer, Digital Assets, the Platform, blockchain technology, the Ethereum protocol, Ether and other associated and related technologies are new and untested and outside of our exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent our performance. We do not accept any liability for such events.
- 4.2. In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Solidum Prime, the Platform and other technical means and products connected with Solidum Prime.

a) **Legal risks regarding securities regulations**

There is a risk that in some jurisdictions Solidum Prime and other Digital Assets might be considered a security, or that it might be considered to be a security in the future. Solidum Capital does not give guarantee that Solidum Prime and Digital Assets are not a security in any and all jurisdictions. If you use Solidum Prime you bear your own legal or financial consequences of Solidum Prime and Digital Assets being considered a security in any respective jurisdiction.

Every user is bound to check if acquisition and disposal of Solidum Prime is legal in its jurisdiction, and by accepting these Terms each user undertakes not to use Solidum Prime via the Platform should its use not be legal in the relevant jurisdiction.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Solidum Capital to provide Solidum Prime in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that Solidum Prime or Digital Assets are not legal in certain jurisdiction, we will either a) block the option to purchase Solidum Prime in that jurisdiction, or b) adjust Solidum Prime in a way to comply with the regulation should that be possible and viable.

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks, Digital Assets and Solidum Prime could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of Solidum Prime, which could impede or limit its existence, permissibility of its use and possession, and its value.

b) **Risks associated with the Ethereum protocol**

Solidum Prime is based on the Ethereum protocol. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the Solidum Prime to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum Protocol may itself lose value in ways similar to Solidum Prime, and also other ways. More information about the Ethereum protocol is available at <http://www.ethereum.org>

c) **Risks associated with users' credentials**

Any third party that gains access to the user's login credentials for the Iconomi website, the Platform or private keys may be able to dispose of the user's Solidum Prime. To minimize this risk, you should guard against unauthorized access to your electronic devices.

d) **Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with your Iconomi wallet or third-party wallet, the Platform, the Iconomi website or the availability of Solidum Prime in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

e) **Risk of security weaknesses in the Platform and Solidum Prime source code or any associated software and/or infrastructure**

There is a risk that the Platform and Solidum Prime may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of Solidum Prime.

f) **Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum platform, the Platform and Solidum Prime, which could result in the theft or loss of Solidum Prime.

g) **Risk of mining attacks**

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for the Solidum Prime, is susceptible to mining attacks, including but not limited to double-spend attacks, majority

mining power attacks, “*selfish-mining*” attacks, and race condition attacks. Any successful attacks present a risk to the Solidum Prime, expected proper execution and sequencing of Solidum Prime, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Ionomi and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the Platform and Solidum Prime interact with and consequently the Platform and Solidum Prime may be impacted also in that way to the extent, described above.

h) **Risk of low or no liquidity**

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that Solidum Prime will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and Solidum Capital does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, Solidum Capital, Ionomi and the Platform will not enable exchange of Digital Assets for fiat currency. User may not at any given time be able to acquire or dispose of its Solidum Prime via the Platform due to lack of liquidity.

i) **Risk of loss of value**

If the value of Digital Assets, to which Solidum Prime invests, fluctuates unfavourably, such fluctuations will also result in the value of Solidum Prime, and their users might suffer loss in value of such acquired tokens. There might also be other reasons, not related to the value of Digital Assets, to which Solidum Prime invests, that would cause unfavourable fluctuations of the value of Solidum Prime.

j) **Risk of uninsured losses**

Unlike bank accounts or accounts at some other financial institutions, funds invested in Solidum Prime are entirely uninsured.

k) **Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the Platform and Solidum Prime are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of Solidum Prime, or loss of information concerning any other cryptographic tokens, which are linked to Solidum Prime.

l) **Internet transmission risks**

You acknowledge that there are risks associated with using the Solidum Prime, Platform and Digital Assets including, but not limited to, the failure of hardware, software, and internet connections. You acknowledge that we shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, howsoever caused.

m) **Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that we cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

4.3. Solidum Prime is provided “*as is*”. We make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Solidum Prime, including any warranty that the it will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

5. FEES

- 5.1. In addition to other fees that may be charged by Iconomi a management fee in the amount specified in our Fact Sheet available on our Website shall be charged by Iconomi in accordance with the Iconomi General Terms and Conditions for Iconomi End Users available at www.iconomi.net.

6. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

- 6.1. Solidum Prime is not regulated. Solidum Capital is not a financial institution and is currently not under supervision of any financial supervisory authority. In relation to the Solidum Prime we do not provide any licensed financial services, such as investment services, fund management or investment advice.
- 6.2. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended.

7. LIABILITY

- 7.1. We do not control, manage or maintain the Platform or Iconomi website and we do not undertake any liability whatsoever in respect to the functionality and performance of the Platform or Iconomi website or for any transaction performed, attempted to be performed or deemed to be performed through such means. We do not control, endorse or adopt any third-party content, including content generated and published by Iconomi or other persons on the Platform. We shall have no responsibility for such content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable.
- 7.2. We and our respective officers, employees or agents will in regard to Solidum Prime and any other related products or services not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of Solidum Prime), even if we have been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of Solidum Prime.
- 7.3. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use Solidum Prime, including without limitation as a result of any termination or suspension of the Ethereum network, your relationship with Iconomi, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with your use of or access Solidum Prime; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to Solidum Prime.
- 7.4. In any case, our and our affiliates' and licensors' aggregate liability towards you in relation to Solidum Prime will be limited to 100,00 EUR.
- 7.5. You waive your right to demand the return of any cryptographic tokens you exchanged with the purpose of acquiring Solidum Prime, including, without limitation, a demand for specific performance.
- 7.6. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning your use of Solidum Prime contrary to these Terms. If we or our affiliates 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.

8. TAXES

- 8.1. All your factual and potential tax obligations are your concern and we are not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.
- 8.2. All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect, deduct or withhold any tax.

9. NOTICES

- 9.1. We may provide any notice to you by posting a notice on the Website. Notices will be effective upon posting
- 9.2. To give us notice, you must contact us by email to support@solidum.capital. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.
- 9.3. All communications and notices to be made or given in relation to Solidum Prime must be in the English language.

10. MISCELLANEOUS

- 10.1. We and our affiliates will not be liable for any delay or failure where the delay or failure results from any cause beyond our reasonable control, force majeure, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.
- 10.2. These Terms do not create any third-party beneficiary rights in any individual or entity.
- 10.3. The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 10.4. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 10.5. These Terms shall be governed by Slovenian law. All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Solidum Prime, shall be finally settled under the Rules of Arbitration of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia using Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.
- 10.6. Prior to filing any claims in accordance with paragraph 10.5, you undertake to file such claim or request directly to us via e-mail address support@solidum.capital. You agree that you will not file any

claims in accordance with paragraph 10.5 earlier than 30 days after sending such claim or request to us in accordance with this paragraph 10.6. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 10.6, shall be rejected immediately by the tribunal as premature.

10.7. These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Solidum Prime. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.