

# ECOEARHCOIN FIRST ECO-CLUSTER GENERAL TERMS AND CONDITIONS

Last Updated: March 01, 2019

## SECTION 1. TERMS AND CONDITIONS

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE OR BUY ECOEARHCOIN (ECOEC) TOKENS.

These General Terms and Conditions (hereinafter referred to as the "Terms"), including any and all Accompanying Documents, constitute a legally binding agreement between You and the Website Owner. By the fact of the Website use and/or EcoEarthCoin (ECOEC) Tokens purchase the respective Participant, agree that he fully read, understood and irrevocably accepted these Terms. If any Participant does not agree with these Terms in general or any part of them, such Participant should withhold from using the Website <https://ico.ecoearthcoin.com> and/or EcoEarthCoin (ECOEC) Tokens purchase as defined herein in Definitions Section.

## SECTION 2. DEFINITIONS

2.1. The following definitions and rules of interpretation apply in these Terms:

**Agreement** means these Terms and any other rules, accompanying documents, policies or procedures that may be issued by First Eco-cluster

**Accompanying Document** means First Eco-cluster regulatory documents, which are accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, First Eco-cluster Agreement, etc.). In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply.

**Affiliate** means person or entities that are associated to the Website Owner (partners, employees, agents and contractors of the Website Owner).

**Applicable Law** means Law, which is applicable under these Terms to any and all relations between a User and First Eco-cluster.

**Cryptocurrency** means Digital currency, represented by Ethereum (ETH) or other payment systems, used for purchasing EcoEarthCoin Tokens.

**Blockchain** means the type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.

**Ethereum** means an open software platform, based on Blockchain technology that enables developers to build and deploy decentralized applications.

**Ethereum Smart Contract** means a digital computer protocol that contains code functions and can interact with other code functions (including codified contracts), perform actions, processes and functions without manual action or the participation of third parties, store data, and facilitate and verify the transfer of digital currencies.

**ECONEUARK** is a decentralized platform from Project the First Eco-Cluster for investment in suburban real estate based on Blockchain and Smart Contract. This is a unique blockchain platform that combines with a crypto community on the one hand, and real estate developers, property owners, contractor (trade) organizations, on the other hand, which allows living in your own house, becoming the owner of the suburban real estate in any part of the planet.

**ECONEUARK platform from Project the First Eco-Cluster** is represented by Sergey Shelekhov (Sergey Shelekhov (Cyrillic), Russian Federation and resident of Russian Federation (Passport, registration and extracts from tax authorities may be provided upon request). ECONEUARK platform from Project the First Eco-Cluster is currently in the process of registration and incorporation in Estonian. The process of registration in the status of preparation of documentation, as soon as the documents are issued, they will be presented on the website, as well as in the Terms and Conditions, and Token Sale Agreement. ECONEUARK represented by Sergey Shelekhov (Sergey Shelekhov (Cyrillic), which is the entity initiating the EcoEarthCoin Token Sale and offering ECOEC for purchase in accordance with these Term.

**EcoEarthCoin (ECOEC)** can be used as a payment method for acquiring other assets (according to the laws of the country of residence and / or making a transaction) on the ECONEUARK platform, including plots of lands and houses of the project partners and in the neighborhoods of the Eco-cluster. For tokenization of plot of land and/or houses at the initial stage of their development. For sale and conversion in any currency of the world through the exchange; to apply through the ECONEUARK platform for annual free weekly stays in the Eco-cluster. To participate in the prize lottery for the bounty program of the project. To integrate into the company "iNetworkInternationalGroup" and receive cashbacks through its service "CashbackNetworks". To pay for access to additional options of the ECONEUARK platform. ECOEC is token, which is software digital product sold by the Project the First Eco-Cluster is tentative name and symbol of such ECONEUARK platform (from Project the First Eco-Cluster) cryptographic token and the Company retains the right to change its name and/or symbols in future due to the technical, organizational or other requirements and conditions.

**Intellectual Project First Eco-Cluster and ECONEUARK platform Rights** are the invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trademark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections, which subsist now or will subsist in the future. First Eco-Cluster logo and ECONEUARK logo and any names or product names or First Eco-Cluster and ECONEUARK services, logos or slogans that may appear on the website or in the service are trademarks of the Website Owner and may not be copied, imitated or used in whole or in part without our prior written consent resolution.

**Parties** are the Website Owner and You.

**User** (also referred to as "You") means eligible person, who uses the Website, with or without prior registration and authorization using the Account and purchases EcoEarthCoin (ECOEC) Tokens.

**Website** means a website that is currently supported, which is publicly available to everyone:  
<https://ico.ecoearthcoin.com>

## SECTION 3. GENERAL PROVISIONS

3.1. You acknowledge and warrant that you are not a citizen or resident of a geographical area in which access or applicable law, decree, regulation, contract or administrative authority prohibits use of cryptocurrency or token.

3.2. These Terms and the accompanying documents are effective and binding upon You when You use the Website.

3.3. You acknowledge and agree that these Terms, accompanying documents and/or the Website may be changed, amended, modified, amended or supplemented at any time without prior written notice, at the sole discretion of the Website Owner. Your further use of the Website after any changes or changes of these Terms, accompanying documents and/or the Website, should constitute your consent and acceptance of any such changes, modifications, amendments, changes or additions. The date of the latest amendments and changes will be indicated at the top of these Terms.

3.4. You acknowledge and agree that the Website Owner reserves the right at any time at its discretion to modify or temporarily or permanently suspend or exclude the Website and/or disable any access to the Website for any reason.

By using the website, you will represent and guarantee that (in accordance with the Applicable Law and the law of your country of residence).

You are of legal age in the jurisdiction, in which you are a resident and can enter into the Agreement (at least 18 years of age) and meet all other requirements for participation in the competition and accommodation requirements and are fully and legally competent to use the Website and conclude this Agreement with the Website Owner without violating any other agreement, of which you are a party;

3.5. You have all the necessary and relevant knowledge and knowledge to work with cryptographic tokens, Cryptocurrencies and Blockchain systems, have a full understanding of their scope, know all the advantages, risks and any limitations associated with cryptographic tokens (including their purchase and use), Cryptocurrencies and Blockchain-based systems, as well as the necessary and relevant experience.

3.6. The Participant shall not use the Website if it is not allowed with the Applicable Law and/or the legislation of the country, in which he/she is located. Before using the Site and/or purchasing EcoEarthCoin (ECOEC) tokens, participant must carefully read other accompanying documents that follow these Terms and govern the use of the Site and the procedure for selling EcoEarthCoin (ECOEC) tokens.

## SECTION 4. INDEMNITY

4.1. To the extent, permitted by applicable law, a participant shall reimburse, protect and hold Project First Eco-Cluster and ECONEUARK platform and/or its subsidiaries, affiliates, directors, employees, successors and assigns, without prejudice to any damages, claims, proceedings, expenses and/or liabilities, incurred by third party, against Project First Eco-Cluster and ECONEUARK platform arising from breach of any presented guarantee or this Agreement.

4.2. The participant should have no claims of any failure against Project First Eco-Cluster and ECONEUARK platform, fulfilling any of his obligations under the current conditions as a result of causes beyond his control, including, but not limited to, power failure, failure of the ISP, epidemic, pandemic, civil unrest, droughts, storms, earthquakes, the collapse of buildings, an explosion or an accident, terrorist acts, military actions, government actions, any law or any government or government agency, including without restrictions on the introduction of exports or imports, quotas or prohibitions, or any other event that goes beyond the absolute and direct control of Project First Eco-Cluster and ECONEUARK platform.

## SECTION 5. LIMITATION OF LIABILITY

5.1. All EcoEarthCoin (ECOEC) tokens purchases are integral and can not be refunded. By purchasing EcoEarthCoin (ECOEC) tokens, the participant acknowledges that neither Project First Eco-Cluster nor any of its partners are required to provide reimbursement for any reason and that the participant does not receive any money or other compensation for EcoEarthCoin (ECOEC) Tokens that are not used or remain unused for any reason.

5.2. You expressly agree that to the fullest extent permitted by the Applicable Law neither the Owner of the Website nor its partners will be liable to you, regardless of the basis or theory on which liability is claimed, for any damage or loss, including income or profits, or data damage, equipment or software (direct, indirect, punitive, actual, indirect, incidental, special, exemplary or otherwise) as a result of:

- Any change in the value of EcoEarthCoin (ECOEC) tokens or any cryptocurrency;
- The ability or the inability to sell or transmit EcoEarthCoin (ECOEC) tokens, or the existence or absence of any platform for exchanging EcoEarthCoin (ECOEC) tokens for currency, crypto, or cryptoassets during or after the sale of EcoEarthCoin (ECOEC) tokens;
- Any illegal or unauthorized use of the Website or the purchase or use of EcoEarthCoin (ECOEC);
- Use or purchase any third-party websites (other than the Site) or other Internet resources that copy the Website or offer to sell EcoEarthCoin (ECOEC) tokens;
- Resale or exchange or attempt to resell or exchange Token for any currency, Cryptocurrency or cryptanalysis;
- The website is infected with any malicious code or viruses;
- The manifestation or materialization of any risk discussed in the section.
- You understand and agree that it is your obligation to enforce any legislation relevant to your country of residence, regarding your use of the Website and your use and acquisition of EcoEarthCoin (ECOEC) tokens;
- The website owner does not guarantee or promise that any information on the Site is accurate or reliable, or that the Website will be free of errors or viruses, that defects will be corrected or that the service or server that make it available is free of viruses or other harmful components. Your use of the Site and its services, including Cryptocurrency services, assets or platforms, as well as any information, images or audio materials contained or associated with the Website at your own risk;
- The owner of the website does not guarantee that his Website cannot be copied in part or in full by all persons with fraudulent purposes. The website owner directly warns you that you should not enter, use or acquire any marker markers or tokens such as now need to buy tokens from any other sources except the Website;

## SECTION 6. ENTIRE AGREEMENT

6.1. The current conditions are intended to fully reflect the provisions of the original agreement between the parties. No provision of the Agreement shall be deemed to be canceled if such refusal is not accepted by the party that benefits from the implementation of such provision by clicking on the button in the special flag with the text «I agree», which should be published on this site. However, the waiver of any provisions of

the Agreement will not be considered as a waiver of a subsequent violation of such provision or refusal of a similar provision. In addition, the waiver of any breach or failure to comply with any term of the agreement shall in no way limit or deny the rights of the Party under the current contract, in order to ensure strict compliance with each term and condition.

## **SECTION 7. EXISTING RISKS OF ECOEARTHCOIN TOKENS**

### **7.1. No guarantees of revenue or profit**

All financial and economic calculations used in in this document and WhitePaper (<https://ico.ecoearthcoin.com>) were made exclusively for the purposes of familiarization or demonstrating the average industry metrics and there is no guarantee that the predicted metrics will be achieved.

### **7.2. Risks linked to the Ethereum network**

Tokens of the ECONEUARK platform are available on the Ethereum platform. In connection with this, any defect or incorrect functioning of the Ethereum protocol could lead to unforeseen changes in the operation of the ECONEUARK platform. In addition, achievements in the sphere of cryptography or other technical achievements could represent risks for EcoEarthCoin tokens and the Ecosystem, including the advantages of using ECOEC tokens in the Ecosystem, if the mechanism of cryptographic uniformity at the base of the Ethereum protocol is rendered ineffective.

### **7.3. Risks linked to hacking and flaws in the security system**

Hackers or other criminal groups or organizations may attempt to influence the Ecosystem or EcoEarthCoin tokens in various ways, using, among other things, attacks by malicious software, DoS attacks, agreement attacks, Sybil attacks and viral connection imitation.

### **7.4. Standard uncertainty**

In connection with the fact that this project uses blockchain technologies, EcoEarthCoin tokens may be affected by one or more requests, injunctions or other actions from regulating bodies across the world, including, but not limited to, the placing of limitations on the use or possession of digital tokens like EcoEarthCoin tokens, which may influence the functionality of EcoEarthCoin tokens in the future.

### **7.5. EcoEarthCoin (ECOEC) tokens are not an investment**

EcoEarthCoin (ECOEC) tokens are not official and have no obligatory judicial force as an investment. For reasons, independent of the initiators of the project, the aims described in this document may change. In spite of the fact, that the project team intends to realize everything described in this document, all individuals and parties that purchase EcoEarthCoin (ECOEC) tokens are acting at their own discretion and risk. Terms of development, for objective reasons, may be increased or reduced due to range of factors.

### **7.6. Voluntary character and absence of full regulation**

In spite of the fact, that EcoEarthCoin (ECOEC) tokens are not an investment, their value may increase or fall, if the ECONEUARK platform experiences a scarcity or overload of tokens. The ECONEUARK platform bears no responsibility for the cost of EcoEarthCoin (ECOEC) on cryptocurrency exchanges or any value lost or obtained.

#### **7.7. Risk of loss of funds**

The funds from the ICO are not insured. In the case of loss of value, there is no insurance representative that the purchaser can address.

**7.8.** The first Eco-cluster Project will be implemented under any conditions due to the internal resource embedded in each district. The project will be developed and scaled first across the Russian Federation, and then around the world, regardless of the funds received by ICO. The amount of funds collected for ICO will only affect the development dynamics of the project (the rate of appearance of housing estates in all cities and countries and the construction of infrastructure and houses in them).

#### **7.9. Risk of fundraising failure**

There is a possibility that for various reasons, the ECONEUARK platform and all subsequent actions related to gathering funds in the Pre-ICO and ICO stages may not achieve success for various reasons (low-quality development of marketing strategies, poor delivery of product to end user, competition etc.).

#### **7.10. Risk of using new technologies**

EcoEarthCoin tokens, like any other crypto-tokens, are a new and relatively untested technology. There are also additional risks linked to the use of information technologies that the Project First Eco-cluster team cannot foresee. These risks may influence other aspects of the project's activity and sharpen the risks previously indicated here.

#### **7.11. Risks linked to development and technical servicing of the ECONEUARK ecosystem**

The ECONEUARK platform is still in the stage of development and over time it may undergo significant changes. Development of the platform depends in no small part on the number of EcoEarthCoin tokens sold during the Pre-ICO and ICO stages. Apart from that, in spite of the well-intentioned efforts of the company to develop and run the ECONEUARK platform, there is a possibility that ECONEUARK platform will experience technical difficulties or may, for some other reason, not be developed or serviced as expected, which may negatively influence the platform and EcoEarthCoin tokens, along with the potential value of the EcoEarthCoin tokens, including the advantages of using EcoEarthCoin tokens on the ECONEUARK platform.

#### **7.12. Risk of liquidation of the company or ecosystem**

It is possible that, for a range of reasons, including, apart from anything else, unfavorable fluctuations in the value of ETH, BTC or other cryptographic currencies, the value of EcoEarthCoin tokens may go down, commercial relationships may fail to develop or problems may arise with intellectual property, or the functioning of the ECONEUARK platform may become unfeasible or the company may be liquidated.

#### **7.13. Integration**

This Agreement represents a full agreement between parties in relation to the item of this Contract. All previous agreements, discussions, presentations, guarantees and conditions are unified in this document. Between the parties there are no guarantees, concepts, conditions or agreements, clear or implied, with the exception of those that are clearly indicated in this Agreement. This Agreement can be changed only through a written document formed by the parties in the proper manner.

## SECTION 8. APPLICABLE LAW AND THE DISPUTE RESOLUTION PROCESS

8.1. Topicality, validity, observance and interpretation of these Terms and Conditions, shall be governed by and interpreted and applied in accordance with the laws.

8.2. In order to resolve any disputes, disagreements or claims between the Parties arising out of or in relation to these Terms, or their violation, first, the Parties agree to make a decision for a period of not less than sixty (60) days following such disputes or claims to the other Party.

In order to resolve any disputes, disagreements or claims between the Parties arising out of or in relation to these Terms, or their violation, the Parties agree first of all to make a decision in good faith for a period of not less than sixty (60) days following such disputes or claims to the other Party. Notice to the Company shall be sent by e-mail to the Company at [info@1ecoposelok.com](mailto:info@1ecoposelok.com). Notice to You shall be by email to the then current email address in Your notice or linked to Your ETH Wallet. Your notice must include (a) Your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the dispute, and (c) the specific relief that You are seeking.

8.3. If the interlocutors do not resolve the dispute, disputes or claims on all points during such a period, the participants irrevocably and unconditionally refer to the relevant claim to the court.

8.4. Termination. Although anything contained herein, the Company reserves the right, without notice and in its sole discretion to terminate these Terms suspend Your right to access the Platform or Services and delete or deactivate Your Account.

In the event of any Force Majeure Event (as defined below), breach of these Terms, or any other event that would make the operation or provision of the Platform or Services commercially unreasonable for the Company, the Company may, in its discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of the Platform or Services, Games.

8.5. State Policies. The Company and its Affiliates strictly follow anti-money laundering (AML), "know your customer" (KYC) and other banking or government regulations in respective jurisdictions. You fully agree to assist the Company in fulfilling the Applicable Law and provide any information if such is required from You by the authorized authority.

## SECTION 9. INTELLECTUAL PROPERTY RIGHTS

9.1. The owner of the website has a valid unrestricted and exclusive ownership of the use of patents, trademarks, trademark registrations, trade names, copyrights, know-how, technologies and other intellectual property necessary for the sale of EcoEarthCoin tokens and its activities in general and under this Agreement there are no implied licenses.

9.2. The First Eco-cluster and ECONEUARC platform and EcoEarthCoin (ECOEC) logo and any names or



titles of Project First Eco-cluster and ECONEUARK or services, logos or slogans that may appear on the website or in the service are trademarks of the Website Owner and may not be copied, imitated or used in whole or in part without our prior written consent resolution. You can not use other «hidden text» using «tokens» or any other name, trademark or product name or our services or our partners without our prior written permission. In addition, the appearance of the Website and its contents, including, without limitation, all page headings, user graphics, button icons and scripts, constitute a service mark, trademark or merchant's clothing of the Website Owner and can not be copied, imitated or use, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and the names or logos of Project First Eco-cluster and ECONEUARK platform and EcoEarthCoin (ECOEC) mentioned on the Site are the property of their respective owners and may not be copied, imitated or used in whole or in part without the permission of the respective trademark owner. The reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not imply or imply the endorsement, sponsorship or recommendation of the Website Owner.

## SECTION 10. MISCELLANEOUS

10.1 This document is presented exclusively for the purpose of familiarization.

No information contained in this document should be taken as an offer to make a deal with any company or individual mentioned within it.

No information contained in this document should be taken as recommendation, advice or guidance. All actions taken on the basis of information contained in this document are performed at the discretion and risk of the agent that performed them.

The Project First Eco-cluster and its affiliates bear no responsibility for the consequences of these actions.

10.2 This document is not an offer to use the ECONEUARK platform's EcoEarthCoin (ECOEC) tokens or coins (or any other company linked or associated with it) for buying/selling operations.

10.3. EcoEarthCoin (ECOEC) do not provide the right to participate in management, and are exclusively a means of payment within the game platform and a mechanism for rewarding users.

10.4. EcoEarthCoin (ECOEC) tokens do not provide the right to participate in management and are also exclusively Utility tokens. The possession EcoEarthCoin (ECOEC) tokens does not provide their holder with the ability to participate in the management of the company or the right to ECONEUARK platform property (or that of any other company linked to it).

### **No guarantees of revenue or profit**

10.5. All financial and economic calculations used in this document were made exclusively for the purposes of familiarization or demonstrating the average industry metrics and there is no guarantee that the predicted metrics will be achieved.

10.6 If You have any question or notice any bugs, errors. Please, send on [info@1ecoposelok.com](mailto:info@1ecoposelok.com).