



CRYDER
GENERAL TERMS AND CONDITIONS

Last updated: 06.09.2017

1. CRYDER TERMS AND CONDITIONS AND ACCEPTANCE

1.1. These General Terms and Conditions (hereinafter referred to as the “Terms”), including any and all Accompanying Documents, constitute a legally binding agreement (boilerplate contract) between the Website Owner and any and all Users as defined herein in Definitions Section.

1.2. Each User as defined herein in Definitions Section must carefully read and comply with these Terms.

1.3. It is understood and presumed per se that by the fact of the Website use and Cryder Tokens purchase during Cryder Token Presale and Cryder Token Sale (as defined herein in Definitions Section) the respective User fully read, understood and irrevocably accepted these Terms. If any User does not agree with these Terms in general or any part of them, such User should withhold from using the Website and/or purchase of Cryder Tokens as defined herein in Definitions Section.

2. DEFINITIONS

The following definitions mentioned throughout these Terms shall have the following meaning:

Accompanying Documents – other regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website.

Aliates – any persons or entities that have any relation to the Website Owner, including, but not limited to partners, employees, agents and contractors of the Website Owner.

Agreement – these Terms and any other rules, policies or procedures that may be issued by Website Owner and published from time to time on the Website (including the Accompanying Documents).

Applicable Law – law applicable under these Terms to any and all relations between a User and Website Owner.

Cryptocurrency – digital currency, represented by Ethereum (ETH) and used by Users to purchase Cryder Tokens.

Cryder – a decentralized application, developed for the global riding uses between people who need a ride (passengers) and people who want to use their own cars to provide a ride (drivers), using Cryder Tokens as a payment currency. Development and launch of Cryder is the initial and main purpose of the Cryder Token Presale. Cryder is not a stock or any other investment instruments exchange.

Cryder Tokens – cryptographic tokens, which are software digital products (not being cryptocurrency), created by the Website Owner as a proof of membership of their holders (purchasers) in the Cryder. The mentioned Cryder Tokens are not securities, are not registered with any government entity as a security, and shall not in any case be considered as such.

Cryder Token Presale (also referred to as “Presale”) – a restricted offering of Cryder Tokens to limited number of eligible Users before the Cryder Tokens Sale, during limited period of time

defined in the Whitepaper, when a User is able to purchase Cryder Tokens for the special, discounted price.

Cryder Token Sale (also referred to as “Sale”) – an offering of Cryder Tokens to eligible Users in future period of time under standard pricing terms that shall be conducted in future upon Cryder Token Presale finalization as shall be described on the Website.

Ethereum Smart Contract – digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of Cryder Tokens by a User.

User (also referred to as “You”) – any person, who uses the Website and/or purchases Cryder Tokens.

Website – the website maintained and owned by the Website Owner at www.cryder.io.

Website Owner (also referred to as “Company”, “We”, “Us”) – a company (including its Aliates as described herein) mentioned on the Website, being the initiator of the Cryder Tokens, not being neither a financial or investment entity, not a partner, employer, agent or adviser for any User.

Whitepaper – one of the Accompanying Documents published by the Website Owner on the Website, describing technical details of the Cryder Tokens.

3. GENERAL PROVISIONS

3.1. US, SINGAPORE AND PRC RESIDENTS WARNING NOTE: the citizens and residents of the United States, Singapore and People's Republic of China (PRC) are not eligible and not allowed to participate in the Cryder Token Presale and Sale due to various taxation and regulatory issues. You are only allowed to use the Website and purchase Cryder Tokens if You are neither a US, Singapore or PRC citizen or permanent resident of the mentioned states, nor You have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the United States), Singapore or PRC. In order to buy Cryder Tokens and by buying them You covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer, are US, Singapore or PRC citizen or permanent resident, nor You have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the United States), Singapore or PRC. We shall reserve the right to refuse selling Cryder Tokens to anyone who does not meet the criteria set forth above.

3.2. These Terms are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

3.3. The User acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner’s sole discretion. The User’s continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User’s consent hereto and acceptance hereof.

3.4. The User acknowledges and accepts that the Website Owner reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason.

3.5. By using this Website each User covenants, represents, and warrants that (under the Applicable Law and law of the country of User's residence):

- User has necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;
- he/she is not a resident or citizen of jurisdictions as specified in paragraph 3.1. hereof.

3.6. A User shall not use the Website if under the Applicable Law and/or law of the country of User's residence he/she is prohibited from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of Cryder Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

3.7. Before using the Website and/or purchasing any Cryder Tokens a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and Cryder Token Presale and Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these Terms. By using the Website each and any User confirms that he/she has fully read and understood not only these Terms, but any Accompanying Documents and fully accepts their terms.

3.8. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Website Owner. The Website Owner does not guarantee their safety and conformity with any User expectations. Furthermore, We are not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

4. INDEMNIFICATION

4.1. To the extent allowable pursuant to Applicable Law, the User shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish

the right to indemnification) filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder.

4.2. You shall not have any claim of any nature whatsoever against Us for any failure by Us to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Us, for the supply of services under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.

5. NO WARRANTIES AND LIMITATION OF LIABILITY

5.1. Any and all purchases of Cryder Tokens are final and non-refundable. By purchasing the Cryder Token, the User acknowledges that neither Website Owner nor any other of its aliates are required to provide a refund for any reason, and that the User will not receive money or other compensation for any Cryder Token that is not used or remains unused for any reason.

5.2. This Website and the Cryder Tokens are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of Cryder Tokens and their use.

5.3. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, the Website Owner or its Aliates do not accept any liability for any damage or loss, including loss of business, revenue, or profits. Resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the Cryder Tokens or their use by the User, regardless of the basis, upon which the liability is claimed.

5.4. You understand and agree that the Website Owner and any of its Aliates shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the Cryder Tokens or cryptocurrency. The Website Owner shall not provide to the User any refund possibility (payout liquidity) for the purchased Cryder Tokens. The User understands and expressly agrees that the Website Owner shall not guaranty in any way that the Cryder Tokens might be sold or transferred during or after the Cryder Token Presale and/or Cryder Token Sale.

5.5. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning use of this Website and use and buying of the Cryder Tokens, and that the Website Owner should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the Cryder Tokens. You agree to be solely responsible for any applicable taxes imposed on tokens purchased hereunder.

5.6. The Website owner does not warrant or represent that any information on the Website 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 the server that makes it available is free of viruses or other harmful components. Website Owner shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

5.7. Acquisition of Cryder Tokens does not present an exchange of cryptocurrencies for any form of ordinary shares, and holder of any Cryder Tokens, issued by Website Owner is not entitled to any guaranteed form of dividend or other revenue right. Holders of Cryder Tokens are only entitled to a limited right of the use of the Cryder Tokens if it is successfully produced and launched in accordance with the terms set out herein.

6. DISCLAIMERS

6.1. Any cryptocurrency and tokens that possess value in public markets, such as BTC or ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of Cryder Tokens should be prepared to expect similar fluctuations, both down and up, in the price of Cryder Tokens denominated in respective cryptocurrency (ETH) or US dollars or currencies of other such jurisdictions. Such fluctuations are due to market conditions and represent changes in the balance of supply and demand. The Website Owner cannot and does not guarantee market liquidity for Cryder Tokens. By purchasing Cryder Tokens, You expressly acknowledge and represent that You fully understand that they may experience volatility in pricing and will not seek to hold the Website Owner liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of Cryder Tokens.

6.2. The purchase of Cryder Tokens carries with it a number of risks. Prior to purchasing Cryder Tokens, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to You, You should not purchase Cryder Tokens. By purchasing Cryder Tokens, and to the extent permitted by Applicable Law, You are agreeing not to hold the Website Owner or any affiliated entity liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Cryder Tokens, including losses associated with the risks set forth herein.

6.3. Should You proceed to purchase any Cryder Tokens and the product fails to be suitable for the special or particular purpose as intended by You, We will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective Cryder Tokens).

6.4. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services.

6.5. It is possible that the Cryder will not be used by a large number of individuals, and other entities and that there will be limited public interest in the mentioned project and dissemination

of equity. Such a lack of interest could impact the development of the Cryder and potential use of it. Therefore, the success of the mentioned project cannot be predicted.

6.6. The User recognizes that the Cryder is currently under development and may undergo significant changes before release. User acknowledges that any expectations regarding the form and functionality of the Cryder held by the User may not be met upon release of the mentioned project, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Cryder.

6.7. The Website Owner and the respective Cryder development team do not support any unfair or fraudulent practices and confirm their intention to develop and launch the Cryder project. However, due to the risks, associated with cryptocurrency and digital tokens market (including those described in this Section), the User understands and accepts that while the Cryder development team will make reasonable efforts to complete the mentioned project, it is possible that an official completed version of the Cryder may not be released and there may never be respective operational platform.

6.8. We will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.

6.9. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.

6.10. Security measures have been implemented to ensure the safety and integrity of any of the services related to the Cryder Token Presale and Cryder Token Sale. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

6.11. The Cryder Tokens are unregulated. Cryder development team is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if changes impact operations of Cryder Tokens. The Website Owner and/or Cryder development team or any of its affiliated entities is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, fund management or investment advice. This Cryder Token Presale and Cryder Token Sale is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

6.12. This document or any other document, produced and signed by Us, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

6.13. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer and shall not be construed as investment or financial product.

6.14. There are no warranties and/or guarantees given that Cryder Tokens will be listed or made available for exchange for other cryptocurrency and/or 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 We do not give any warranties in regard to any exchange services providers. In any case We will not enable exchange of Cryder Tokens for fiat currency. User may not at any given time be able to acquire or dispose of its Cryder Tokens due to potential lack of liquidity.

7. MISCELLANEOUS

7.1. Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

7.2. Assignment. The Website Owner may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign Your rights or delegate Your duties, and any assignment or delegation without the written consent of the Website Owner, which the latter may withhold at its sole discretion, shall be void.

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

7.4. Communication and notices. Any communication concerning these Terms execution and/or violation should be conducted only via official emails of the User and the Website Owner. The Website Owner's official email address for communication with Users is info@cryder.io. The one and only language of the communication shall be English. We may provide any notice to You under this Agreement by posting a notice on the Website. Notices We provide by posting on the Website will be effective upon posting.

7.5. Tax Issues. The Website Owner makes no representations concerning the tax implications of the sale of Cryder Tokens or the possession or use of them. By purchasing Cryder Tokens User agrees not to hold the Website Owner liable for any tax liability associated with or arising from the purchase of Cryder Tokens.