

MINEBLOCKS (MBK) TOKEN SALE TERMS AND CONDITIONS:

The following **Terms and Conditions** ("**Terms**") govern your ("**you**" or the "**Purchaser**") purchase of cryptographic tokens of MineBlocks ("**MBK**") from BLOCKROOT, (hereafter "**BLOCKROOT**" or "**the Company**") an exempted company registered in switzerland, which address is Villa Décentrale

Mont-Soleil 59 2610 Mont-Soleil (switzerland). Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities or any other financial instrument in any jurisdiction. This document describes the MBK token sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE MBK FROM THE COMPANY. BY PURCHASING MBK FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT info@mineblocks.tech. By purchasing MBK, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (all of them considered hereafter "MineBlocks Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of MBK, including losses associated with the terms set forth below.

DO NOT PURCHASE MBK IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING MBK, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE MBK.

PURCHASES OF MBK SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF MBK DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR MBK RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE MBK OR PARTICIPATE IN THE SALE OF MBK. YOUR PARTICIPATION IN MBK SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE MBK TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. - CONDITIONS TO MBK TOKEN SALE:

YOU MAY NOT ACQUIRE A MBK TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF THE REPUBLIC OF SOUTH AFRICA, OR THE CAYMAN ISLANDS.

When you purchase, or otherwise receive, a MBK token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the MBK tokens:

- Neither the Company nor its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, or any of the Mineblocks Team has provided you with any advice regarding whether MBK is a suitable investment for you;
- You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- You are legally permitted to participate in the ICO and to receive and hold and make use of MBK in your and any other relevant jurisdiction;
- You will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of MBK and allocate MBK to you;
- You have not supplied us with information relating to your acquisition of MBK or otherwise which is inaccurate or misleading;
- You will provide us with any additional information which may be reasonably required in order that we can fulfill our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- You will notify us promptly of any change to the information supplied by you to us;
- You are of a sufficient age (if an individual) to legally obtain MBK, and you are not aware of any other legal reason to prevent you from obtaining MBK and also state that you have full capacity of civil conduct under the laws of the jurisdiction where you are domiciled
- You take sole responsibility for any restrictions and risks associated with receiving and holding MBK, including but not limited to these set out in Section 24 of this terms and conditions;
- By acquiring MBK, you are not making a regulated investment, as this terms may be interpreted by the regulator in your jurisdiction;
- You are not obtaining or using MBK for any illegal purpose, and will not use MBK for any illegal purpose;
- You waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of MBK;
- Your acquisition of MBK not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- To the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of MBK and/or the Ethereum Network, which you accept and acknowledge;

- You accept that MBK is created and you obtain MBK on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing MBK without being able to provide any warranties in relation to MBK, including, but not limited to, title, merchantability or fitness for a particular purpose;
- You accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of MBK (ii) the potential appreciation or depreciation in the value of MBK over time, if any, (iii) the sale and purchase of MBK; and/or (iv) any other action or transaction related to MBK has tax implications.

2. - MBK DISTRIBUTION:

MBK is required for proper operation and comprehensive utilization of Mineblocks (as defined in the site <https://mineblocks.io> (the “Website”) as of the date the Purchaser acquires MBK token). After the MBK sale, each MBK is backed by the purchase of the underlying assets. To the extent they do not contradict these Terms, the rights connected to MBK are subject to limitations, but this should in no case create obligations for the Company in addition to the ones contained in these Terms. The Company reserves the right to circumvent the algorithm used to select the underlying assets if it believes, in its sole discretion, that such selected underlying assets could adversely affect the Company or MBK from a regulatory or legal perspective. The Company shall have the right to sell any such underlying assets (if already part of MBK portfolio) and block their acquisition.

The maximum total amount of MBKs to be issued is 10,000,000, of which 7,000,000 will be allocated to the presale and the ICO and the rest to the Company. The MBK are ERC-20 Tokens and will be generated as purchasers buy them. The MBK will instantly be certified to the owner of the wallet who has made the purchase. For each MBK purchased will be issued another MBK, which will belong to the Company. When the distribution MBK reach 10,000,000 MBK the ICO will be finished. No more MBKs will be issued after that. At that moment, all the MBK will be available to the crowdfunders, but they will not be able to use them until 15th Marzo 2018 at 14:00 UTC (Europe/Madrid). Ownership of MBK during the MBK token sale carries no rights express or implied. The number of MBK tokens allowed for purchase by one user is not limited. Purchases of MBK are non-refundable.

The anticipated **distribution of the MBK tokens** is as follows:

- 50% MineBlocks Farm
- 20% Team
- 10% Partners
- 10% Reserve
- 5% Switzerland Company
- 5% Data Centers

The distribution of MBK will start 15st of February 2018.

The Company reserves the right to change the sale dates or extend the sale duration for any reason, including the unavailability of the Website or other unforeseen security or procedural issues.

The general public will be able to see the total number of MBK tokens currently sold, as well as the distribution of all MBK tokens between the participating accounts. In the spirit of openness, the Company will constantly update on the Website the number of tokens sold as well as the share of MBK tokens allocated to the Company. Furthermore, the Ethereum accounts used to store ETH

during the MBK sale duration will publically available and their balances will also be made available on the Website.

Participations Instructions:

1. - Buying MBK to the contract of the Mineblocks ICO: In order to participate in the MBK distribution, you must simply use the "Buy" function of the MBK distribution Ethereum smart contract during the PRESALE or ICO term. You can only buy MBK by sending Ether as it has been said in the Price section. No other cryptocurrency will be accepted by the contract.
2. - Register into Mineblocks: In order to unblock the MBK participants have acquired, they must use the "Register" function and follow all the register process as stated in de web site and in the following sections, for which they have provide with an e-mail and validate all their personal data. None participants will be able to unblock their MBK until their personal data is completely validated so that we can be sure their intention of using MBK ICO are not to commit any illegal activity, such as money laundering, terrorism financing, fraud, or any other. The e-mail is important, among other things, so you can receive all the updates and news related to project progress.

Technical Advice:

Purchasers must have a wallet that supports the ERC-20 token in order to receive any MBK purchased form the Company. The wallet must meet the following characteristics so it can be compatible with MBK token:

1. - Capable to export your private key;
2. - Capable to call arbitrary contract methods.

The recommended wallets are: METAMASK, MyEtherWallet y Ethereum Wallet

Incompatible wallets:

PLEASE BE AWARE THAT THERE ARE SO MANY WALLETS NOT COMPATIBLE WITH MBK, SO BE SURE YOUR WALLET MEETS THE CHARACTERISTICS DESCRIBED ABOVE BEFORE SENDING ANY ETHER.

We already know that the following wallets are not compatible with MBK. The wallets mentioned in the following list are not the only ones, so there might be more wallets incompatible, so please assure yourself that the one you are going to use is compatible with ERC-20 token. Do not use any of the following wallets to participated in the MBK distribution:

- Any Bitcoin Exchange;
- Any Ethereum Exchange;
- Bitfinex;
- Bittrex;
- Bitstamp;
- Cex.io
- Coinbase;
- Éxodo;
- Jaxx; - Kraken; - Poloniex.

The Ethereum address for the tokens distribution is:

DO NOT SEND ETHER FROM AN EXCHANGE ACCOUNT. IF YOU SEND ETHER TO THE MBK DISTRIBUTION SMART CONTRACT FROM AN EXCHANGE ACCOUNT, THE MBK TOKENS YOU PURCHASED WILL BE ALLOCATED TO THE ETHER ACCOUNT OF THE EXCHANGE AND IT IS POSSIBLE YOU WILL NEVER RECEIVE OR RECOVER THE TOKENS PURCHASED.

3. - ACCOUNT:

In order to carry out an MBK purchase, you must create a Mineblocks account as it has been said in the foregoing section, for which you must follow the registration process during which you must provide the information and documentation that is required (such as: email, name and surname, mailing address, bank account number, bank or other receipts to prove this postal address or other circumstances, password, etc.).

This information and documentation must be complete, accurate and current, and must be kept up-to-date at all time so that it continues to comply with the aforementioned requirements of authenticity and certainty, as long as you continue to be a user of the services provided by BLOCKROOT, in all cases being your responsibility the lack of updating and the consequences that may arise from it.

If BLOCKROOT or any of its partners, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Mineblocks Team") warns that the information provided is false, inaccurate, incomplete or is not up-to-date, BLOCKROOT reserves the right to suspend, and even cancel your account, prohibiting you from accessing and using our services and website and may demand the corresponding compensation for damages caused, judicially or extrajudicially, as well as inform the corresponding authorities to determine your criminal liability, if any, and initiate any action against you in accordance with the applicable law.

In order to create a MINEBLOCKS account you must be a individual (of legal age) or legal entity, be provided with full legal capacity to subscribe to this service contract and not have previously been suspended or expelled from the use or access to the type of Services provided by BLOCKROOT.

So, by accessing our website or any of our applications through which our services are offered, you agree to ensure that you meet the above requirements. In the event BLOCKROOT has knowledge that you do not meet with the foregoing, BLOCKROOT may automatically and indefinitely suspend your access or use the services, and may exercise the actions or rights against you (individually or collectively considered) in accordance with the applicable legislation.

For all these purposes, you authorize BLOCKROOT to, directly or through a third party, verify your identity through the data that you provide during the registration process, those provided by third parties, those that operate in official records or those obtained by any other means that is considered appropriate for the correct compliance of the applicable regulations, as well as those related to the Prevention of Money Laundering, Financing of Terrorism and Fraud Prevention policies

You can only hold a single MINEBLOCKS account, for which you will be required to use an access password. Also, you can use, if you wish, a double authentication system. You will be solely responsible for the use, conservation and custody of your account, authentication forms and passwords that give access to it.

Any person who enters a valid username and password or complies with the requested authentication forms will be, in the terms described in this contract, duly authorized to use the services through the corresponding account, not being BLOCKROOT responsible in no case of the use that was made of them on behalf of the account holder, which you expressly acknowledge and accept. In this regard, BLOCKROOT will not be responsible, in any case, in the event that you are a victim of Phising, lose your password or provide it to third parties, as well as any other negligence in relation to access and use of your account.

BLOCKROOT will not be responsible, in any case, for acts of third parties that affect the internet, the Mineblocks platform or the acts or forms of user authentication, or any similar acts or events, of which the user releases BLOCKROOT of all responsibility, waiving any right or action that may correspond to it for this concept against BLOCKROOT.

In case of loss of your password, or if you suspect that the security of your access data may have been compromised, you should contact our customer service so that we can provide you with new access data (info@mineblocks.io or support.mineblocks.io).

4. - AFTER THE MBK TOKEN SALE:

The Purchasers should have no expectation of influence over governance of the Company.

Upon the conclusion of a successful MBK sale, the digital assets backing each MBK token will be transparently purchased.

The Company will provide you with an official and regular audit conducted on the existence of the digital assets backing each MBK token. Through this audit, you can track and confirm that the digital assets backing your MBK have been received and acquired. Access to the audit results do not constitute a MBK purchase receipt or indicate in any way that the party possessing such access has rights to or ownership of the purchased MBK tokens.

Prior to a Purchaser selling MBK after the MBK token sale completion, such Purchaser shall ensure that the buyer of any such MBK undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the MBK token sale.

5. - THE COMPANY WILL NOT PURCHASE MBK DURING THE MBK SALE:

The Company warrants that neither it nor its shareholders will purchase MBK during the MBK sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase MBK from any third party during the period of the MBK sale.

6. - ALL PURCHASES OF MBK ARE FINAL:

ALL PURCHASES OF MBK ARE FINAL. PURCHASES OF MBK ARE NON-REFUNDABLE. BY PURCHASING MBK, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS, MINEBLOCKS TEAM OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING MBK CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR MBK, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL MBK FROM SUCH MBK OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

7. - TAXATION OF MBK AND TAXATION RELATED TO THE ICO:

The Purchaser bears the sole responsibility to determine if the purchase of MBK with ETH or the potential appreciation or depreciation in the value of MBK over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing MBK, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, directors, Mineblocks Team or advisors liable for any tax liability associated with or arising from the purchase of MBK.

8. - PRIVACY:

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information: www.mineblocks.io/legal/privacypolicy.pdf

9. - FORCE MAJEURE:

Neither BLOCKROOT or its shareholders, directors, employees, officers, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, assigns and Mineblocks Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- security issues arising from the technology used,

or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

10. - DISCLAIMER OF WARRANTIES:

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING MBK AT THE PURCHASER'S SOLE RISK AND THAT MBK IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE MINEBLOCKS TEAM WARRANTS THAT THE PROCESS FOR PURCHASING MBK WILL BE UNINTERRUPTED OR ERROR-FREE.

11. - LIMITATIONS WAIVER OF LIABILITY:

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR

RELATED TO (i) USE OF, OR INABILITY TO USE, MBK OR (ii) BLOCKROOT, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES, ADVISORS, THE MINEBLOCKS TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE MINEBLOCKS TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, MBK, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO MBK. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE MINEBLOCKS TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF MBK, AND THAT THE RISK OF PURCHASING AND USING MBK RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE MINEBLOCKS TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF MBK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE MINEBLOCKS TEAM.

12. - COMPLETE AGREEMENT:

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of MBK. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of MBK and supersede any public statements about the MBK token sale made by third parties or by the Company or Mineblocks Team or individuals associated with the Company or any of the Mineblocks Team, past and present and during the MBK token sale.

13. - SEVERABILITY:

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

14. - NO WAIVER:

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Mineblocks Team shall be deemed a modification of these Terms nor be legally binding.

15. - UPDATES TO THE TERMS:

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing MBK. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

16. - COOPERATION WITH LEGAL AUTHORITIES:

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

17. - INDEMNIFICATION:

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company or Mineblocks Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of MBK; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 18. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

18. - SECURITY:

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold MBK purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

19. - LANGUAGE:

Currently, an only English version of any BLOCKROOT's communications is considered official. The English version shall prevail in case of differences in translation.

20. - GOVERNING LAW:

Both parties, you and BLOCKROOT, agree that for the interpretation, fulfillment and execution of this contract will be applicable the Swiss Confederation laws. At the same time, both parties also agree that any litigation, controversy or claim arising from this contract or relating to this contract, including its breach, resolution or nullity, will be resolved through arbitration in accordance with the Swiss International Arbitration Regulation of the Arbitration Institution of the Swiss Chambers in force on the date on which the notice of the Arbitration was submitted in accordance with it. Both parties expressly renounce to resolve their disputes in any other court or arbitration institution, which may correspond them by ministry of the law, jurisdiction, residence, or other cause.

At the same time and for these purposes, you expressly accept and acknowledge that all orders for purchase MBK are considered to be made in the territory of the Swiss Confederation and, more specifically, in the city of Geneva

21. - ARBITRATION:

PLEASE READ CAREFULLY WHAT IS LISTED BELOW BECAUSE IT WILL BE OF COMPULSORY APPLICATION TO ANY CONFLICT THAT MAY EXIST BETWEEN YOU (ALWAYS CONSIDERED INDIVIDUALLY OR COLLECTIVELY) AND BLOCKROOT.

You and BLOCKROOT agree, by common consent and without reservation, subject always to individual and binding arbitration any dispute or claim that may arise in relation to this contract or the use of the services provided by BLOCKROOT. Accordingly, you and BLOCKROOT waive to resolve your disputes through a court or tribunal.

You and BLOCKROOT agree that the procedure to be followed in case of any of the disputes mentioned in the previous paragraph, will be as follows:

1.- The terms of the dispute will be notified to the other party in writing within 14 natural days following its occurrence. BLOCKROOT will send its notification directly to the electronic mail that you have given to BLOCKROOT during your registration process or later updating your data. As for you, you will send your notification to the email: info@mineblocks.io.

2.- Before going to arbitration, both parties will try to reach a friendly solution of the matter to which the dispute refers. For this, after receiving the notification of the terms of the dispute, the party receiving the notification shall reply in writing to the other party through the means indicated in the previous section and within the term of 10 natural days following the notification reception of the former, indicating its position on the matter and making a proposal for resolution of the dispute. If the other party agrees, the conflict will be resolved in the agreed terms.

3.- If the party that had initiated the dispute does not agree with the arguments that support the alleged position of the contrary, may initiate within a period of 5 natural days from when it was reliably notified, and through the means mentioned in the section 1, the realization of a telematic or even face-to-face meeting with the aim of resolving the dispute friendly. To this meeting, which must be held within 15 days, if it is telematic, or 30 days, if it is face-to-face, upon receipt of the request, you can attend on your own or duly represented, in which case you must inform BLOCKROOT in the same meeting request the person who is going to represent you, to whom you should have provided with the corresponding deed of notarial representation. If after the meeting no agreement has been reached, the parties will be entitled to resort to arbitration only following the procedure established for that purpose by the Swiss International Arbitration Rules (<https://www.swissarbitration.org/Arbitration/Arbitration-Rules-and-Laws>), expressly waiving the judicial process.

4.- The arbitration will take place before the Arbitration Court of the Chamber of Commerce, Industry and Services of Geneva and before a single arbitrator appointed by mutual agreement between the parties or, failing that, by the Arbitral Court, except that the complexity (when both parties or the Swiss Arbitration Court deem it appropriate) or amount (more than 1,000,000.00 Swiss Francs) of the dispute require that it was resolved before the Arbitral Tribunal, which, in that case, shall be composed of three arbitrators, who shall also be appointed by mutual agreement of the parties or, failing that, by the Arbitration Court. The arbitration will be completely confidential and will take place in the Spanish or English language, being the decision adopted binding on both parties, being able to demand its compliance before any Court. The arbitrators shall have the authority to advocate the possibility of appealing the decision before the corresponding Court.

5.- As stated above, any dispute between the parties will be governed by this contract and the laws of the Swiss Confederation. You and BLOCKROOT undertake not to initiate against the other a class action, arbitration of class or action or representative procedure, expressly renouncing in this act the exercise of such right.

6.- The costs of the arbitration will be assumed exclusively by the party that has seen its claims expired in an arbitral decision that resolves the dispute.

7.- In matters not provided for in this section, the Swiss International Arbitration Regulations and the laws of the Swiss Confederation will apply.

ADDITIONALLY, YOU EXPRESSLY WAIVE AND WITHOUT RESERVATION OF CLASS ANY OF YOUR RIGHT TO PARTICIPATE IN A CLAIM OR ARBITRATION, DOING IT ALWAYS AND IN ANY CASE INDIVIDUALLY.

Both you and BLOCKROOT accept and expressly agree that the dispute resolution procedures will be carried out individually and not in a collective, consolidated or representative action. If for any reason a claim must be heard before a Court rather than through arbitration, both parties waive any right they may have to have a jury trial when applicable under applicable law. If the Law or a Court prevents the application of the limitation contemplated here for a claim, in this case, this and only this claim, must be resolved before a Court, BLOCKROOT may appeal the decision of the latter if appropriate according to the applicable law. The remaining claims will continue to be resolved through arbitration.

22. - RISK DISCLOSURE STATEMENT:

By purchasing, owning, and using MBK, you expressly acknowledge and assume the following risks, waiving any action or right that might have against BLOCKROOT, its respective past, present and future employees, shareholders, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, assigns, in general against "Mineblocks Team":

a) Risk of Losing Access to MBK Due to Loss of Private Key(s), Custodial Error or Purchaser Error:

A private key, or a combination of private keys, is necessary to control and dispose of MBK stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing MBK will result in loss of such MBK. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your MBK. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store MBK in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your MBK. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving MBK, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

b) Risks Associated with the Ethereum Protocol:

Because MBK is based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or MBK. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the MBK and the platform, including the utility of the MBK for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

c) Risk of Mining Attacks:

As with other decentralized cryptographic tokens based on the Ethereum protocol, MBK are susceptible to attacks by miners in the course of validating MBK transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and MBK, including, but not limited to, accurate execution and recording of transactions involving MBK.

d) Risk of Hacking and Security Weaknesses:

Hackers or other malicious groups or organizations may attempt to interfere with the platform or MBK in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and MBK, including the utility of MBK for obtaining services.

e) Risks Associated with Markets for MBK:

If secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to MBK (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

f) Risk of Uninsured Losses:

Unlike bank accounts or accounts at some other financial institutions, MBK are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

g) Risks Associated with Uncertain Regulations and Enforcement Actions:

The regulatory status of MBK and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Mineblocks platform and MBK. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and MBK. Regulatory actions could negatively impact the platform and MBK in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of MBK constitutes unlawful activity or that MBK are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

h) Risks Arising from Taxation:

The tax characterization of MBK is uncertain. You must seek your own tax advice in connection with purchasing MBK, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

i) Risk of Competing platforms:

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the BLOCKROOT services.

j) Risks Arising from Lack of Governance Rights:

Because MBK confer no governance rights of any kind with respect to the Mineblocks platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any MBK you own, including their utility for obtaining services.

k) Unanticipated Risks:

Cryptographic tokens such as MBK are a new and untested technology. In addition to the risks included in this clause of these Terms, there are other risks associated with your purchase, possession and use of MBK, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this clause of these Terms.

23. - COOKIES POLICY:

We use our own and third party cookies to improve your experience and our services, analyzing the navigation on our website. For further information about our cookies policy and its configuration, see our cookies policy: www.mineblocks.io/legal/cookies-privacy.pdf.

24. - INTELLECTUAL PROPERTY:

The URLs representing the Website, "Mineblocks" and all related logos of our services described in our Website are either copyrighted by BLOCKROOT and are trademarks of BLOCKROOT. In addition, all page headers, custom graphics, design, button icons, scripts, source code, contents are BLOCKROOT copyright. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All the content indicated in the Website, the Whitepaper and any content thereon is the exclusive property of BLOCKROOT. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.

All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website shall vest in and remain with BLOCKROOT. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach this Agreement.

You are not permitted to copy, transfer, distribute, reverse compile, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website without the prior written permission of BLOCKROOT or Mineblocks Team.

25. - ANTI-MONEY LAUNDERING POLICY:

BLOCKROOT reserves the right to conduct "know your customer" procedure and any other kind of customer due diligence on you at any time (including after the close of the ICO). If BLOCKROOT discovers your purchase of MBK violating this Agreement or any anti-money laundering, counterterrorism financing or other regulatory requirements, your purchase of MBK under the ICO

shall be invalid with retroactive effect and BLOCKROOT shall be entitled to immediately terminate this Agreement with you, deny your access to the ICO, reject delivery of any MBK and request return of any delivered MBK, irrespective of any payment that you could have made.

In this regard and without prejudice to the provisions of the following paragraphs, BLOCKROOT will establish a code of conduct in which the procedures followed by that entity when verifying and analyzing the identities of its customers and the purchases MBK carried out through the platform will be described, both from an internal and external side, all this in order to prevent the use of the services provided by BLOCKROOT for criminal, fraudulent or terrorist financing purposes.

BLOCKROOT's identity verification procedure requires the User to provide BLOCKROOT with documents, data or information from independent and reliable sources (for example, certified national identification, certified international passport, bank statement certificates, utility bill certificates, etc.). Without prejudice to the requirement that these information, documents and data must be ratified and certified by the corresponding public or banking authorities, all of these will be collected and analyzed by the Compliance Officer designated for that purpose by BLOCKROOT, to verify the identity and purpose of the users. To this end, BLOCKROOT reserves, in addition, the right to collect information and identification data of Users for the purposes of the PLD / CFT Policy through any means available, including, but not limited to resorting to third parties, networks social, public records, etc.

BLOCKROOT will take all necessary measures to confirm the authenticity and veracity of the documents and the information provided by its Users. BLOCKROOT reserves the right to investigate, personally or through the Compliance Officer hired for that purpose, certain Users that have been determined to be potentially dangerous or suspicious.

BLOCKROOT also reserves the right to verify the User's identity continuously, especially when their identification information has been modified or their activity appears to be suspicious (unusual for the User in particular). In addition, BLOCKROOT reserves the right to request, at any time and in its sole discretion, updated documents to its Users, even if previously they had already gone through the identity verification procedure provided for that purpose, and, in case of not receiving the necessary information, BLOCKROOT may suspend or terminate their access to the use of its Services and its website or API.

The user identification information will be collected, stored, shared and strictly protected in accordance with BLOCKROOT's Privacy Policy (www.mineblocks.io/legal/privacy-policy.pdf) and applicable regulations.

Once the identity of the user has been verified, BLOCKROOT will be exonerated of all responsibility derived from situations in which its services are used to carry out an illegal activity.

Use of MBK is subject to international export controls and economic sanctions requirements. By acquiring MBK, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire MBK if you are on any sanctions list or you intend to use MBK in association with any persons or entities that are listed on any sanctions list. If BLOCKROOT discover that you are in one of these situations, will deny your access to the ICO, reject delivery of any MBK and request return of any delivered MBK, irrespective of any payment that you could have made, and reporting that to the authorities and taking the corresponding legal actions.

26. - MISCELLANEOUS PROVISIONS:

You confirm that you have read this Agreement, understood its terms, conditions and consequences.

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.

BLOCKROOT has a right to revoke this Agreement if you do not comply with the Agreement, act in a fraudulent or illegal way, engage in unauthorized transmission and use of personal data.

This Agreement is personal to you and it cannot be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement and the rights and/or obligations stipulated in this Agreement shall be null and void. BLOCKROOT may freely assign this Agreement and/or delegate its duties without consent or notice.

This Agreement together with the terms and conditions published on the Website constitutes the entire agreement among the Parties with respect to the subject matter hereof. 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.

You agree to refrain from making, any negative, detracting or unfavorable statements concerning BLOCKROOT, MBK, any subsidiaries or affiliates, their respective business or business endeavors, products or product history, or their respective former, present or future officers, directors, agents, Mineblocks team, distributors, shareholders or consultants, which may have the effect of diminishing the reputations of BLOCKROOT, MBK, any subsidiaries or affiliates, or respective former, present or future officers, directors, agents, Mineblocks team, shareholders, distributors or advisors of BLOCKROOT or any subsidiaries or affiliates of its business or business endeavors.

This Agreement is not intended to create, and it shall in no way be construed as creating a joint venture, partnership, or any other similar relationship between you and BLOCKROOT.

27. - FURTHER INFORMATION:

For further information regarding the MBK sale, please contact info@mineblocks.io.