

# Terms and Conditions

Please read carefully these Terms and Conditions (hereinafter – the "Terms") before using a website "www.smartlands.io" (hereinafter – the "Website"), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. If you intend to hold Smartlands tokens (hereinafter – the "SLT") of Smartlands Platform Foundation (hereinafter – the "Company"), you should also read these Terms and accept them. If you do not agree with these Terms, you shall not use the Website or buy SLT.

## 1. DEFINITIONS

**Agreement** – these Terms and all other operating rules, policies, agreements, regulations, disclosures and procedures that may be issued by the Company and published from time to time on this Website (including privacy policy, cookie policy etc.).

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

**Smartlands Token Sale or SL TS** – an offer by the Company to eligible Users to buy SLT during.

**Force Majeure Event** – any event or circumstance which: (1) is not within the reasonable control of the Company or any of their subcontractors; (2) directly or indirectly and alone or when taken together with any other such events, causes the Company to fail to deliver the Platform; and (3) is not reasonably able to be prevented by the Company taking reasonable precautions and cannot reasonably be circumvented by the Company.

**Platform** – Smartlands Platform as described in the Whitepaper

**Terms** – the latest and valid version of Terms and Conditions.

**Smartlands tokens, Token or SLT** – cryptographic tokens issued by the Company, which are software product (digital resources), created by the Website Owner on Stellar network. Though SLT may have aspects in common with securities, Smartlands tokens are not securities, are not registered with any government entity as a security, and shall not be considered as such.

**User** – any individual who uses the Website, with or without prior registration and authorization using the Account.

**Website** – the website maintained by the Company at [www.smartlands.io](http://www.smartlands.io)

**Tokens Purchase Period** – period of time announced by the Company as an official offer to sell SLT.

**Stellar** – an open source blockchain network at [www.stellar.org](http://www.stellar.org)

**Lumen** – is a name of the native cryptocurrency used within Stellar

**Ethereum** – an open blockchain platform at [www.ethereum.org](http://www.ethereum.org).

**Ether** – is the name of the cryptocurrency used within Ethereum.

## **2. GENERAL INFORMATION**

**2.1** These Terms are a legally binding Agreement between you, the User, on the one hand, and the Company, on the other hand, also individually referred to as a "Party" and collectively as the "Parties".

**2.2** These Terms define basic mutual rights and obligations of the Company and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying SLT.

**2.3** By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

**2.4** These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

**2.5** 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, by updating this posting at the "Last Updated" section; the User's continued use of the Website after the amendments etc. shall constitute the User's consent hereto and acceptance hereof;

– the User must check Terms each time the User starts this Website. If User continues to use this Website that means the User accept all Terms, risks and restrictions again.

– the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.

– the User shall not use Tokens for any criminal or illegal reasons (i.e. terrorist support, fraud, tax avoidance or any similar reason).

– the User waives the right to participate in any class action lawsuit or any class wide arbitration against the Company;

**2.6** By using this Website, you covenant, represent, and warrant that:

– you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;

– you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge; – you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

**2.7** You shall not use the Website if you are prohibited under the applicable law from using Website, cryptocurrencies, tokens, SLT, Blockchain and all other regarding instruments. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any number of Tokens under the applicable law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

**2.8** User must comply with the requirements of its resident's (or citizenship's) regulation, avoid its prohibitions and fulfill all necessary and required steps to make legal its tokens sales and purchase activity, to indemnify all negative adverse effect to the Company.

**2.9** Company intends to create a total of 100 million Tokens. Of those, 50 million will be made available for sale in the Token Sale, as defined below (the “**Sale Tokens**”). with the remaining 50 million Tokens allocated for other uses as described in Exhibit A of these Terms.

### **3. SALE OF TOKENS**

**3.1** Tokens are available for purchase to eligible buyers only during the announced periods of Tokens purchase period.

**3.2.** The price, terms, and conditions governing the purchase and sale of Tokens in the Crowdsale are set forth in Exhibit B of these Terms.

**3.3** The Company accept Lumen, Ether, and Bitcoin as payment for SLT.

**3.4** The Tokens purchased during the SL TS may be sold and transferred by the User at any time after the SL TS via cryptocurrency exchanges if the Tokens are listed by that exchange.

**3.5** BY BUYING TOKENS HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE USER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY.

**3.6** UNITED STATES CITIZENS AND RESIDENTS ARE NOT ELIGIBLE TO PARTICIPATE IN THE SL TS. USERS ARE ONLY ALLOWED TO PURCHASE TOKENS IF AND BY BUYING TOKENS YOU COVENANT, REPRESENT, AND WARRANT THAT YOU ARE NEITHER A U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, NOR DO YOU HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. IN ORDER TO BUY TOKENS AND BY BUYING TOKENS YOU COVENANT, REPRESENT, AND WARRANT THAT NONE OF THE OWNERS OR BENEFICIARIES OF THE COMPANY, OF WHICH YOU ARE AN AUTHORIZED OFFICER, ARE U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, NOR DO YOU HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. SHOULD THIS CHANGE AT ANY TIME, YOU SHALL IMMEDIATELY NOTIFY US. THE COMPANY SHALL RESERVE THE RIGHT TO REFUSE SELLING TOKENS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR THEIR BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE COMPANY MAY REFUSE SELLING TOKENS TO U.S. CITIZENS, PERMANENT RESIDENTS OF THE UNITED STATES AND THOSE USERS WHO DO NOT MEET ANY CRITERIA SPECIFIED IN CLAUSE 2.6.

**3.7** General conditions of the presale last-day refund program are set out in the Exhibit C to this Terms and Conditions.

### **4. USER REGISTRATION AND ACCOUNT**

**4.1** For the purpose of buying SLT, user shall be registered at Lumen and create an individual Account including a login and a password. You warrant that all information you have provided for your Account is current, complete and accurate. Registration data and other information about you are subject to keep undisclosed.

**4.2** You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private and undisclosed from any other person and to immediately notify us at once of any activity with your Account from any other person except you. You are solely responsible for any loss or damage you or we may suffer because of your failure to do so.

**4.3** You may deactivate your registration at any time and for any reason, by sending an email request.

## **5. THIRD-PARTY WEBSITES AND SERVICES**

**5.1** 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 to visit or use by us. In addition, the Company 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 makes no warranties for that site or this service in such context.

**5.2** We 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.

## **6. INDEMNIFICATION**

**6.1** To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the Company or any of our 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 Company arising out of a breach of any warranty, representation, or obligation hereunder.

## **7. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY**

**7.1** THIS WEBSITE AND 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 THE TOKENS AND THEIR USE.

**7.2** YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE WEBSITE OWNER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), 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 TOKENS OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**7.3** YOU UNDERSTAND AND AGREE THAT THE WEBSITE OWNER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF SLT. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE WEBSITE OWNER SHALL NOT GUARANTY IN ANY WAY THAT THE TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE SL TS.

**7.4** 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 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 TOKENS. YOU

AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

**7.5** 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 UNINTERPRETED AVAILABILITY OF THE WEBSITE AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.

## **8. INTELLECTUAL PROPERTY RIGHTS**

**8.1** The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the Tokens and his activities generally.

**8.2** In no way shall this Agreement entitle the User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Company and is protected by the Intellectual Property Rights and fair competition laws.

**8.3** There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the Company.

## **9. WARNINGS AND FORWARD-LOOKING STATEMENTS**

**9.1** Warning: Do not participate in this SL TS if you are not familiar with or do not understand cryptocurrencies, cryptographic tokens, and blockchain-based software systems.

**9.1.1** Only parties having significant experience with, or an understanding of, the use and intricacies of cryptocurrencies, cryptographic tokens, and blockchain-based software systems should participate in SL TS.

**9.1.2** While the Company will provide general guidelines in relation to use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with cryptocurrencies, cryptographic tokens, and blockchain-based software systems. While the Company will be available to assist you during and after the SL TS, no will be liable for any Loss arising out of, or in any way connected to any actions taken by, or any omissions by any User.

**9.2** Warning: Token price may experience extreme volatility

**9.2.1** Cryptographic Tokens or cryptocurrencies that possess value in public markets, such as Lumens, Bitcoin, Ether, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Company cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions, and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in different jurisdictions.

**9.2.2** By participating in the SL TS, or receiving and holding Tokens, you acknowledge and agree that you fully understand that Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation the Company) may be held liable for any Loss arising out of, or in any way connected your participation in the SL TS, or receiving and holding Tokens.

### **9.3. Warning: Receiving Tokens has a number of risks**

#### **9.3.1 Tokens carry risks.**

Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in SL TS, or receiving and holding Tokens, you acknowledge and agree that you understand the risks described below and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation the Company) may be held liable for any Loss arising out of, or in any way connected with your participation in SL TS, buying Tokens, or receiving and holding Tokens or such risk.

#### **9.3.2 Risk of dissolution of the Company due to a diminishment in the value of other cryptocurrencies, cryptographic tokens, and blockchain-based software systems.**

Users are using cryptographic tokens or cryptocurrencies to participate in the SL TS, or receive and hold Tokens. While some of these may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive the Company of sufficient resources to continue to operate.

#### **9.3.3 Risk of regulatory action in one or more jurisdictions.**

Cryptocurrencies, cryptographic tokens, and blockchain-based software systems have been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. The Platform and Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of the Company to develop the Platform.

#### **9.3.4 Risk of insufficient interest in the Platform or SLT.**

It is possible that the Platform or SLT will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform. The Company will contract with developers to help build the Platform, and is working with third-party developers around the world to create an interest in the Platform. However, the Company cannot predict the success of these development efforts or the efforts of other third parties.

#### **9.3.5 Risk that the Platform, as developed, will not meet Token holder expectations.**

The Users acknowledge that the Platform is currently under development and may undergo significant changes before release. The Users acknowledge that any expectations regarding the form and functionality of the Platform held by the Users may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of the Platform.

#### **9.3.6 Risk that the Platform may never be completed or released.**

The User understands, that while the Company will make reasonable efforts to complete the Platform, it is possible that an official completed version of the Platform may not be released and there may never be an operational Platform.

#### **9.3.7 Risk of theft.**

Hackers or other groups or organizations may attempt to steal Tokens.

The User understands and accepts that, as with other cryptocurrencies, cryptographic tokens, and blockchain-based software systems, the Stellar blockchain used for SL TS is susceptible to hacking attacks. Any successful attacks present a risk to SL TS, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of contract computations.

### **9.3.9 Weaknesses or exploitable breakthroughs in the field of cryptography.**

Cryptography is a rapidly developing field with advances in code cracking and technical advances, which could present a risk to SL TS and potentially result in the theft or loss of Tokens. To the extent possible, the Company intends to update the protocol underlying the Platform to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

## **9.4 Forward looking statements**

**9.4.1** the Website, the Whitepaper, and other documents related to SL TS may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as "believes," "expects," "does not expect," "is expected," "targets," "outlook," "plans," "eta", "scheduled," "estimates," "forecasts," "intends," "anticipates" or "does not anticipate" or variations of such words and phrases or statements that certain actions, events or results "may," "could," "would," "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Although the Company believes it has a reasonable basis for making these forward-looking statements, you must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

**9.4.2** By participating in the SL TS, receiving and holding Tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks in clause 9.4.1, and to the extent permitted by applicable law, you agree that no other party (including, without limitation the Company) will be held liable for any Loss arising out of, or in any way connected with your participation in SL TS, receiving or holding Tokens or use of the Website.

## **10. MISCELLANEOUS**

**10.1** 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. 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.

**10.2** Assignment. You may not assign your rights or delegate your duties, and any assignment or delegation without our written consent shall be void.

**10.3** 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.

**10.4** you waive the right to participate in any class action lawsuit or any class wide arbitration against the Company;

**10.5** The Company is not liable in any way for failure to perform due to any Force Majeure Event. By participating in the SL TS, or receiving and holding SLT, to the extent permitted by applicable law, you agree that no other party (including, without limitation the Company) may be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

**10.6** The User may send any questions regarding the use of the Website OR of SLT OR regarding this Agreement via contact details with Website.



## EXHIBIT A

### Creation and Allocation of Tokens

1. Initial Total Supply of Tokens will be 100 million Tokens
  - (a) 50% of the Initial Token Supply will be Sale Tokens
  - (b) 50% of the Initial Token Supply will be Non-Sale Tokens
  
2. **Sale Tokens.** 50 million Tokens (the “**Sale Tokens**”) are allocated for sale in the Crowdsale and the Pre-Sale. See Exhibit B.
  - (a) Any Sale Tokens that remain unsold after the Crowdsale will be burned within one day after the end of the Crowdsale.
  - (b) Additionally, the same amount as amount of Token burned according to (a) of Non-Sale Tokens will be burned. Thus, amount of Tokens sold during the Crowdsale and Pre-Sale will be equal to 50% of total amount of Tokens after burning
  
3. **Company Inventory.** 20% of total amount of Tokens after burning will be allocated to Company (the “**Company Inventory**”), for its use as follows:
  - (a) 5% of total amount of Tokens after burning of the Company Inventory will be immediately available for use by Company. 5% of total amount of Tokens after burning of the Company Inventory will be locked for one (1) year from the Crowdsale End Date; another 5% of total amount of Tokens after burning will be locked for two (2) years from the Crowdsale End Date; and another 5% of total amount of Tokens after burning will be locked for three (3) years from the Crowdsale End Date.
  - (b) Once unlocked, Company reserves the right to use the Company Inventory for any purposes at its sole discretion.
  
3. **Incentivization Supply.** 20% of total amount of Tokens after burning will be used to promote adoption of the Platform via rewards and other incentives for participants (the “**Incentivization Supply**”), as follows:
  - (a) 50% of the Incentivization Supply will be immediately available for use by Company. 50% of the Incentivization Supply will be locked for one (1) year from the Crowdsale End Date.
  - (b) Some of the ways in which Company anticipates using the Incentivization Supply may include:
    - Support of third-party developers and other third parties that support expansion and promote adoption of the Platform.
    - Distribution to users to promote and incentivize use and adoption of the Platform by users.
    - Distribution of test Tokens that will support expansion of the Platform.
    - Support of marketing and strategic partners who market and promote the Tokens and the Platform.
    - Reward to service providers for early adoption of the Platform.
  - (c) Company will not sell Incentivization Supply Tokens to users or to other third parties except for promotional or marketing purposes.

Company reserves the right to prescribe lockup requirements regarding the Incentivization Supply Tokens distributed to third parties.

## EXHIBIT B

### Crowdsale Pricing, Terms, and Conditions

1. **Price Per Token.** Tokens will be sold in the Crowdsale at the U.S. Dollar (“USD”) price of \$0.50 (the “Price Per Token”).
2. **Payment Currency; Exchange Rate.** While the Price Per Token is set in USD, you must pay for Tokens in ETH, BTC or XLM. At the time of your purchase of the Tokens, there will be an offer for each currency on Stellar distributed exchange with the Purchase Price (as defined below) based on the ETH/USD, BTC/USD, XLM/USD exchange rates. Processing of payments in ETH and BTC will be done with Bifrost – an opensource application developed by developers of Stellar.
3. **Bonus Tokens.** Purchasers will receive additional Tokens based on the number of Tokens they purchase (“Bonus Tokens”), as follows:
  - (i) The purchasers of Sale Tokens sold in the first day of the Crowdsale will receive 0.2 Bonus Tokens for each Token purchased. The bonus tokens will be obtained as a result of appropriate price of the Token in USD to calculate Purchase Price. The correspondent Token price in USD will be  $0,5\text{USD}/(1+0.2)=0,416667$  USD.
  - (ii) The purchasers of Sale Tokens sold between start of second and forth day of the Crowdsale will receive 0.15 Bonus Tokens for each Token purchased. The bonus tokens will be obtained as a result of appropriate price of the Token in USD to calculate Purchase Price. The correspondent Token price in USD will be  $0,5\text{ USD}/(1+0.15)= 0,434783$  USD.
  - (iii) The purchasers of Sale Tokens sold between the 4th day and the 6th day of the Crowdsale will receive 0.1 Bonus Tokens for each Token purchased. The bonus tokens will be obtained as a result of appropriate price of the Token in USD to calculate Purchase Price. The correspondent Token price in USD will be  $0,5\text{ USD}/(1+0.11)= 0,454545$  USD.
  - (iv) The purchasers of Sale Tokens sold between the 6th day and the 11th day of the Crowdsale will receive 0.05 Bonus Tokens for each Token purchased. The bonus tokens will be obtained as a result of appropriate price of the Token in USD to calculate Purchase Price. The correspondent Token price in USD will be  $0,5\text{ USD}/(1+0.05)= 0,47619$  USD.
  - (v) The purchasers of the remainder of the Sale Tokens sold in the Crowdsale will not receive any Bonus Token

## **Exhibit C.**

### **General conditions of the presale last-day refund program**

**1.** To get the refund, the SLT token presale participant must send back SLT tokens from the same wallet that has received the SLT tokens from the Smartlands smart contract and the amount of SLT tokens cannot exceed the amount of SLT tokens received by the wallet during last 24 hours of the SLT token presale.

**1.1.** A presale participant cannot get refund by sending Ethereum based SLT tokens once he/she received Stellar based SLT.

**1.2.** To get the refund once Stellar based tokens are obtained, a presale participant must send the whole amount of received SLT to the issuing account from the account that was provided with SLT by Smartlands on participant's request, with prior notification to [contact@smartlands.io](mailto:contact@smartlands.io).

**2.** Only SLT tokens purchased during the last 24 hours of the SLT token presale are eligible for refund under these conditions.

**3.** You can claim refund within one week after the end of the SLT TS, thus, SLT tokens can be sent back not earlier than 12:00 UTC +00:00 on November 12. 2017 and not later than 12:00 UTC +00:00 on November 19. 2017

#### **4. Refund scenarios**

**4.1** Under the basic scenario of fully successful crowdsale of SLT tokens (total contributions that exceed 10000 ETH) you will have an option to return the tokens to Smartlands and get back ETH in the amount 20% more than you invested during last day of the presale. You may keep SLT tokens instead if you believe SLT tokens will be worth more.

**4.2** Under the mediocre scenario, when Smartlands token crowdsale is considered successful, but total contributions will not reach 10000 ETH, you have an option to get your ETH back (on the return of SLT tokens), but without 20% bonus.

**4.3** Under the worst-case scenario, when Smartlands token crowdsale is considered unsuccessful (total contributions will not reach 3500 ETH), Smartlands will distribute back all the collected ETH during the crowdsale, less marketing expenses for the main crowdsale campaign but not less than 50% of the initial amount of ETH spent on SLT.