

**TERMS AND CONDITIONS
OF CC TOKENS AND THE
CULTURAL PLACES PLATFORM**

as of 1st June 2018

PLEASE READ THIS LEGAL DOCUMENT CAREFULLY. IT EXCLUSIVELY SETS OUT THE TERMS AND CONDITIONS ("**TERMS**") FOR DISTRIBUTING, SUBSCRIBING FOR, HOLDING, TRANSFERRING, EXCHANGING, BUYING, SELLING AND USING THE TOKENS TO BE DISTRIBUTED BY OROUNDO MOBILE GMBH ("**OROUNDO**") VIA OROUNDO'S CULTURAL PLACES PLATFORM WWW.CULTURALPLACES.COM (TOGETHER WITH ITS SUBPAGES, THE "**CP PLATFORM**") OR OTHERWISE ("**CC**").

BY HOLDING, TRANSFERRING, EXCHANGING, BUYING, SELLING AND USING THE CCS AS WELL AS BY PARTICIPATING IN THE DISTRIBUTION OF CCS AND BY USING THE CP PLATFORM AND ITS RELATED SERVICES YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS SET OUT HEREIN. IF YOU DO NOT ACCEPT TERMS OR IF YOU DO NOT AGREE WITH THEM, YOU ARE PROHIBITED TO RECEIVE AND USE CCS AND TO USE THE CP PLATFORM AND ITS ASSOCIATED SERVICES IMMEDIATELY.

THE DISTRIBUTION OF CCS DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO DISTRIBUTE, ISSUE OR SELL SHARES OR SECURITIES OR ANY OTHER FINANCIAL INSTRUMENT IN OROUNDO. THE CCS ARE NOT SECURITIES AS DEFINED UNDER APPLICABLE LAWS OF AUSTRIA AND TO OUR BEST KNOWLEDGE, THE CCS DO NOT QUALIFY AS SECURITIES UNDER THE LAWS OF ANY OTHER JURISDICTION (OTHER THAN ANY RESTRICTED AREA (AS DEFINED BELOW)). THEREFORE, THE CCS HAVE NOT BEEN REGISTERED WITH ANY COMPETENT REGULATOR. THE CCS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ENCUMBERED OR OTHERWISE USED EXCEPT AS PERMITTED UNDER APPLICABLE LAWS.

THIS IS FURTHER NOT AN OFFER OR SOLICITATION TO DISTRIBUTE CCS IN THE RESTRICTED AREAS, I.E. (A) THE UNITED STATES OF AMERICA; (B) PEOPLE'S REPUBLIC OF CHINA; (C) REPUBLIC OF KOREA; (D) ICELAND;

OROUNDO DOES NOT PROVIDE ANY INVESTMENT OR FINANCIAL COUNSELLING OR ADVICE OR ANY OTHER KIND OF COUNSELLING. NO INFORMATION OR CONSULTANCY AGREEMENT WITH OROUNDO IS CONCLUDED UNDER THE TERMS OR OTHERWISE. OROUNDO IS NOT OBLIGED TO PROVIDE INFORMATION ABOUT ONGOING DEVELOPMENTS OF THE CP PLATFORM.

IF THERE IS ANYTHING IN THIS DOCUMENT WHICH YOU DO NOT UNDERSTAND OR WITH WHICH YOU DO NOT AGREE, DO NOT USE OUR SERVICES OR PRODUCTS. IN ACCEPTING THE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT ADVICE, INCLUDING LEGAL AND TAX ADVICE, PRIOR TO ACCEPTING THEM.

OROUNDO EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT team@culturalplaces.com.

1. RECITALS

- 1.1. OROUNDO Mobile GmbH is a limited liability company incorporated and existing under the laws of Austria, with its corporate seat in Vienna, Austria, and its business address at Gölsdorfasse 4/5a, 1010 Vienna, Austria, registered with the Commercial Register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under registration number FN 421971x ("**OROUNDO**").
- 1.2. OROUNDO aims to develop and deploy CULTURAL PLACES (the "**Cultural Places Platform**" or "**CP Platform**"), the first holistic platform based on blockchain technology that connects culture lovers, cultural institutions like museums, tourist sites and event venues, as well as artists, a variety of content creators and donors.
- 1.3. For purposes of financing the development and the maintenance of the Cultural Places Platform, OROUNDO intends to generate and distribute tokens using the ERC-20-standard Ethereum token (compatible Smart Contract on the Ethereum blockchain) (the "**CC Tokens**" or "**CC**"). CCs shall be transferrable and exchangeable on cryptocurrency exchanges like other cryptocurrencies but do not qualify as currencies (*Währungen*), electronic money (*EGeld*), means of payment (*Zahlungsmittel*) and/or commodities (*Waren inklusive Handelswaren*). To facilitate the development of an independent market, OROUNDO undertakes reasonable efforts to accept CCs in exchange for Services (as defined below), but the CCs do not bear or transfer to the holder any rights towards OROUNDO, in particular the CCs are non-refundable, as further outlined in these Terms.
- 1.4. The CCs are subject to these Terms. CCs will exclusively be distributed in accordance with these Terms.

2. TERMS

In these Terms, the following terms shall have the following meaning:

"**Aggregate Exchange Proceeds**" means the total amount of all ETH Exchange Amounts transferred to the Collection Address from verified Participants in the Offer Period.

"**Austrian Civil Code**" - means the Austrian Civil Code (*Allgemeines bürgerliches Gesetzbuch*)

"**Austrian Trade Act**" - means the Austrian Trade Act (*Gewerbeordnung*)

"**Blockchain**" - means a distributed database that maintains a continuously growing list of ordered records called blocks. By design, blockchains are inherently resistant to the modification of the data — once recorded, the data in a block cannot be altered retroactively.

"**BTC**" or "**Bitcoin**" - means the value token of the Bitcoin blockchain called "Bitcoin".

"**Business Day**" means a day other than a Saturday or Sunday which is not a public holiday in Austria.

"**CC**" means the Cultural Coins, Ethereum-based utility tokens as described in the CC Token Exchange Agreement which serve as vouchers in connection with the CP Platform.

"**CC Exchange Amount**" means the amount of CCs a Participant is requesting to exchange for Ether or Bitcoin in an Exchange Request or offering to exchange for Ether or Bitcoin in an Exchange Offer.

"**CC Token Exchange Agreement**" means the barter agreement concluded between OROUND0 and the Participant regarding the exchange of Ether or Bitcoins for CCs to which these Terms are attached to as Attachment 1.

"**CET**" means the time zone Central European Time.

"**Collection Address**" means an address on the Ethereum blockchain of OROUND0 where all ETH Exchange Amounts transferred by all Participants are collected.

"**Confirmation Email**" means the Email send by OROUND0 which will be sent at latest at the end of the Pre-ICO Period or Offer Period, informing the Participants whether they are whitelisted and invited to make an Exchange Offer or not.

"**Consumer Rights Directive**" - means Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council

"**Consumer**" means a person that qualifies as consumer (as defined under applicable laws)

"**Cooperation partner**" means all kind of cultural institutions like museums, tourist sites and event venues, as well as artists that cooperate with OROUND0 via the CP Platform.

"**Contribution Form**" means the online form in which OROUND0 provides to the Participant the Collection Address.

"**culturalplaces.com**" means the CP Platform developed and maintained by OROUND0 under www.culturalplaces.com.

"**Delivery**" means the transfer of the CC Exchange Amount of CCs to the ETH Address the Participant has provided in the Registration Form.

"**Digital Asset**" - means Ether or Bitcoin.

"**ETH**" or "**Ether**" means the value token of the Ethereum blockchain called "Ether".

"**Ethereum**" means an open-source, public, blockchain-based distributed computing platform featuring Smart Contract (scripting) functionality.

"**ETH Address**" means an identifier of alphanumeric characters that represents a possible destination for a transfer of CCs on the Ethereum blockchain.

"**ETH Exchange Amount**" means the amount of Ether or fraction thereof to be transferred by a Participant to the Collection Address in order to make a binding Exchange Offer.

"**ETH/BTC**" either of these crypto currencies is meant

"**Exchange Offer**" means the legally binding offer from a Participant to exchange Ether for CCs by transferring the ETH Exchange Amount of Ether or Bitcoin for CCs by transferring the BTC Exchange Amount of Bitcoin stated in the Registration Form to the respective Collection Address.

"**Exchange Request**" means the legally non-binding request made by a Participant to be provided with an Offer Invitation by OROUND0 regarding the exchange of CCs, using the Registration Form on the Website.

"**FIAT**" or "**FIAT currency**" means EUR, the legal tender of the European Monetary Union or any other centrally controlled government-issued currency.

"**FN**" means the Austrian company register number (*Firmenbuchnummer*).

"**GmbH**" means Austrian private limited liability company (*Gesellschaft mit beschränkter Haftung*).

"**Initial Coin Offering**" or "**ICO**" means the exchange of up to 900 million units of the new Ethereum-based tokens named "Cultural Coins" for Ether or Bitcoin during the Pre-ICO Period or Offer Period as described in the CC Token Exchange Agreement.

"**Kraken Exchange**" means the cryptocurrency exchange Kraken (<https://www.kraken.com/>).

"**Offer End Date**" means the last day of the Offer Period, to be announced by OROUND0 (also see clause 4.9).

"**Offer Invitation**" means the legally non-binding invitation from OROUND0 to a Participant to make a legally binding Exchange Offer by submitting to the Participant the Confirmation Email.

"**Offer Period**" means the period during which OROUND0 offers CCs to the public starting on the Offer Start Date (16:00 CET) and ending on the Offer End Date (12:00 CET) (also see clause 4.9); within the Offer Period, OROUND0 may be provided with Exchange Requests and Exchange Offers by Participants.

"**Offer Start Date**" means the first day of the Offer Period (also see clause 4.9).

"**Participant**" means a person registered at <https://www.culturalplaces.com/> and participating in this Initial Coin Offering.

"**Participant registered**" means a Participant in this Initial Token Offering after submitting an Exchange Request to OROUND0.

"**Participant verified**" means a Participant in this Initial Token Offering who has (a) made an Exchange Offer by transferring the ETH Exchange Amount of Ether or by transferring the BTC Exchange Amount of Bitcoin to the respective Collection Address and (b) expressly accepted the terms of the CC Token Exchange Agreement including these Terms.

"**Pre-ICO Period**" means the period during which OROUND0 offers CCs to a limited number of persons (also see clause 4.8); OROUND0 shall be entitled to terminate or expand the Pre-ICO Period in its sole discretion.

"**Private Key**" means an alphanumeric value that is required to sign a transaction on a public blockchain or in a cryptocurrency network respectively.

"**Restricted Area**" means that the Website, the Platform, the ICO and the CCs are not offered for use to natural or legal persons, having their residence or their seat of incorporation in a country listed in section 9.

"**Return Transfer**" means the transfer of Ether back to the ETH Address the Participant has transferred the ETH Exchange Amount of Ether from; a Return Transfer is made if OROUND0 does not accept an Exchange Offer.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" means the United States Securities Act of 1933.

"**Securities Exchange Act**" means the United States Securities Exchange Act of 1934.

"**Service**" means services offered by OROUND0 and its subsidiaries via the Cultural Places Platform.

"**Smart contract**" ("**Smart contract system**") means self-executing contractual states, with decentralized control and no central authority, legal system or external enforcement mechanism. They render transactions traceable, transparent, and irreversible.

"**Target Markets**" mean Territories where the Initial Token Offering is not prohibited by law or regulation.

"**Token Creation Date**" means the Date when the Total Token Amount of CCs will be created by OROUND; the Token Creation Date is the day before the Offer Start Date, at the latest.

"**Token Delivery Date**" means the Date when Delivery of CCs to a Participant takes place.

"**Token Holder**" means any person holding CCs on an address on the Ethereum blockchain this person has control over.

"**Total Token Amount**" means the total amount of CCs created by OROUND in this Initial Coin Offering, i.e., 1.5 billion CCs if Hard Cap is reached.

"**to Use CCs**" or "**Use of CCs**"- means any form of using CCs, including issuing, subscribing for, distributing, holding, transferring, exchanging, buying, selling and using CCs.

"**USD**" means the currency of the United States of America.

"**Website**" -means <https://www.culturalplaces.com/>

"**White Label User**" means any person licensing the Platform for its own use and under its own brand

"**Whitepaper**" means an information document published by OROUND highlighting features of the CP Platform and the CC, available for download at <https://www.culturalplaces.com/>.

3. EXCHANGE RESTRICTIONS

- 3.1. The CC Token Exchange Agreement may only be used, and this Initial Coin Offering (the "ICO") is only made, in such countries and territories where the use of the CC Token Exchange Agreement and the ICO as described in the CC Token Exchange Agreement and herein is not prohibited by law or regulation (the "**Target Markets**"). The CC Token Exchange Agreement does not constitute an offer to exchange (or solicitation from anyone to this end) in any country or on any territory where its publication, disclosure, lecture or communication by any means or any reliance on its content would be illegal or subject to the approval and authorization of, or filing with, any authority or entity, or in which such an offer or solicitation is prohibited, or to any person located in a territory where it is illegal to make such an offer or solicitation.
- 3.2. In particular, OROUNDO informs you about the following restrictions it has become aware of, however, without making an assessment as to the accuracy and completeness of the information provided. Any person considering participating in this ICO is required to inform themselves about, and to observe, any restrictions imposed upon them by any jurisdiction other than the laws of Austria.
- In **Bangladesh**, the Bangladesh Bank established that using virtual currencies would violate anti-money laundering laws and people using virtual currency could face criminal charges.¹
 - In **Bolivia**, the Central bank has officially banned the use of virtual currencies that are not regulated by the government.²
 - **China** has recently prohibited Initial Coin Offerings and Initial Token Offerings.
 - In **Ecuador**, the government has banned virtual currencies due to the establishment of a new electronic money system that is run by the state.³
 - **Japan** has enacted a law regulating blockchain based virtual currencies. Exchanges are required to obtain licenses as a payment institution. These provisions also affect service providers outside of Japan.
 - In the **Kyrgyz Republic**, the government has emphasized that virtual currencies violate the law of the state if used as a means of payment.⁴

No Exchange Request, Offer Invitation or Exchange Offer (all as defined herein) may be made in this Initial Coin Offering, and neither the CC Token Exchange Agreement nor any information relating to the Initial Coin Offering may be distributed or published in any jurisdiction, except in circumstances that will result in compliance with any applicable laws and regulations. Any person having access to this CC Token Exchange Agreement must obtain information on these restrictions and, if applicable, comply with such restrictions. By accepting a copy of the CC Token Exchange Agreement or any notice or information relating to the Initial Coin Offering and/or by submitting an Exchange Request or an Exchange Offer, each Participant shall be deemed to agree with, and represent that it complies with, such restrictions.

No step has been taken to authorize the Initial Coin Offering in a country or on a territory where formalities are required for this purpose. Neither this CC Token Exchange Agreement nor any other information or publicity may be provided to the public in a country or on a territory where registration, approval or any other obligation is or will be applicable

¹ <http://www.telegraph.co.uk/finance/currency/11097208/Why-Bangladesh-will-jail-Bitcoin-traders.html>

² <http://www.ibtimes.co.uk/cryptocurrency-round-bolivian-bitcoin-ban-ios-apps-dogecoin-mcdonalds-1453453>

³ <http://www.ibtimes.co.uk/ecuador-reveals-national-digital-currency-plans-following-bitcoin-ban-1463397>

⁴ <http://www.nbkr.kg/searchout.jsp?item=31&material=50718&lang=ENG>

in connection with this Initial Coin Offering and it may not be distributed in any country or on any territory other than the Target Markets (as defined in the Terms).

Any breach of these restrictions may constitute a breach of laws and regulations applicable in a country or on a territory other than the Target Markets. Neither OROUND0, nor any other person participating in this Initial Coin Offering, shall be liable for any breach of these restrictions.

- 3.3. **NO OFFER IN THE UNITED STATES OF AMERICA:** On 25 July 2017, the United States Securities and Exchange Commission ("SEC") has published a report of investigation (Release No. 81207) pursuant to Section 21(a) of the Securities Exchange Act of 1934 regarding DAO tokens. The SEC has determined that DAO tokens are securities under the Securities Act of 1933 ("Securities Act") and the Securities Exchange Act of 1934 ("Exchange Act").

Under Section 2(a)(1) of the Securities Act and Section 3(a)(10) of the Exchange Act, a security includes investment contracts. An investment contract is an investment of money in a common enterprise with a reasonable expectation of profits to be derived from the entrepreneurial or managerial efforts of others. The touchstone of an investment contract is the presence of an investment in a common venture premised on a reasonable expectation of profits to be derived from the entrepreneurial or managerial efforts of others. According to the SEC, profits include dividends, other periodic payments, or the increased value of the investment. In the DAO case, projects would be proposed by contractors. If token holders would vote to fund a project, token holders stood to share in potential profits from the project, depending on the terms of each particular project.

The CC and the CP Platform materially differ from DAO tokens. CCs do not have rights associated with them such as a share of profits derived from investments decisions of OROUND0. However, since (a) an increase or decrease of the market value of the CC does, at least in part, depend on the managerial efforts of OROUND0, and (b) since Participants may have a reasonable expectation of profits to be derived from the managerial efforts of OROUND0, in light of the SEC report cited, OROUND0 has decided not to make an offer in the United States of America and not to accept Exchange Requests or Exchange Offers from U.S. persons.

- 3.4. The CCs are not securities as defined under applicable laws of Austria and to our best knowledge, the CCs do not qualify as securities under the laws of any other jurisdiction (other than the Restricted Areas (as defined by reference below)). Therefore, the CCs have not been registered with any competent regulator. The CCs may not be offered, sold or otherwise transferred, encumbered or otherwise used except as permitted under applicable laws. OROUND0 does not offer, sell or otherwise transfer CCs to Participants in any Restricted Area, especially in the United States.

4. THE INITIAL COIN OFFERING

- 4.1. By issuing an Ethereum-based utility token OROUND0 intends to fund the further development of the Cultural Places Platform. This especially comprises of bringing a blockchain ticketing solution to the market and setting up the whole Cultural Places ecosystem.
- 4.2. Only 1.5 billion Cultural Coins will be generated and may not be increased by any means. 900 million Cultural Coins will be available to the public during the ICO. The remaining Cultural Coins will be available for partnering institutions, direct supporters of the project and the stability pool.
- 4.3. Interested persons shall have the opportunity to participate in the ICO under conditions set out in the CC Token Exchange Agreement to which these Terms are attached to including these Terms; such persons confirm to have carefully reviewed the Terms and fully understand the risks and costs of making an offer to OROUND0 and agree to the Terms.
- 4.4. The ICO will take place in five phases. Each phase will be designated to a fixed amount of coins and CC/EUR rates (see figure below). If the defined amount of coins in a specific phase has been exchanged, the ICO enters the next phase automatically. If in one phase the predefined tokens are not completely exchanged, the remaining tokens will be summed up to the next phase.

Phase	Position	Tokens	Discount	CC Exchange Value in EUR
Pre-ICO	10 %	90,000,000	50 %	EUR 0.015
Phase 1	15 %	135,000,000	40 %	EUR 0.018
Phase 2	50 %	450,000,000	30 %	EUR 0.021
Phase 3	15 %	135,000,000	20 %	EUR 0.024
Phase 4	10 %	90,000,000	0 %	EUR 0.030
Total	100 %	900,000,000		

- 4.5. Hence, the Participant chooses an amount of ETH or BTC he or she wants to exchange for CCs. The number of CCs received will be defined by the ETH or BTC/ETH rate at the given moment of currency transfer and will therefore correspond to the EUR-counter value of the ETH/BTC Exchange Amount at that time according to clause 4.6 below.
- 4.6. The EUR/ETH- and BTC/ETH-rates will be defined at the beginning of each full hour (24/7; CET), by taking the last trade closed in the previous hour, fetched from the market price API of Kraken Exchange (<https://www.kraken.com/>). If Kraken Exchange is down for any reason, OROUND0 will take the respective EUR/ETH- and BTC/ETH-rates from the website www.coinmarketcap.com. This rate will be valid during this hour. Whenever ETH hits the Cultural Places Smart contract, the amount of CCs will be calculated by EUR/ETH's hourly rate of the hit-time and transferred to the Participants Ether-Wallet-Address. Therefore, it is possible that transactions deliver a divergent amount of CCs, as indicated in the Contribution Form, when they are not processed in the same hour.
- 4.7. Soft Cap (2.000.000 EUR (two million Euro)) must be reached until the end of the ICO. The Soft Cap is defined by the minimum reached amount of money, which is needed to realize the visions of Cultural Places. Thus, if the Soft Cap is not reached all ETH exchanged will be refunded and the Smart contract will be destroyed. By reaching the total amount of CCs by the end of phase 4, the ICOs Hard Cap is reached (19,170,000 Euro (nineteen million

one hundred seventy thousand)). No more cultural coins will be issued after that point. If the hard cap is not reached until December 31st 12:00 CET, all coins, which are left over of the 60% (0.9 Bil CC) provided through the ICO, will be burned.

- 4.8. The Pre-ICO Period will be from February 26th CET until March 5th 15:59 CET.
- 4.9. The Offer Period will be from March 5th 16:00 CET until December 31st 12:00 CET.
- 4.10. The Participant shall transfer the total ETH Amount to the Collection Address of OROUND0 or the BTC Amount to the BTC address communicated by OROUND0 in the Contribution Form. The BTC Amount is going to be exchanged in ETH according to clause 4.6 and the corresponding ETH Amount is going to be transferred to the Collection Address of OROUND0.
- 4.11. If the sending Wallet-Address is unknown by the Smart contract because it was not whitelisted before, the Ether or Bitcoin transaction will be rejected. When Ether is hitting the Smart contract the CC will be sent to the whitelisted ETH address.
- 4.12. Out of 1.5 billion generated Cultural Coins 900 million coins will be offered to the public within the ICO. Ten percent (150 Mil CC) of the CCs will be placed in the Stability Pool. Two percent (30 Mil CC) of the CCs will be reserved for the Bounty Program. Five percent (75 Mil CC) will be distributed among the shareholders of OROUND0. Twenty-three percent (345 Mil CC) of the coins will be holdback to equip all partners, team members, advisors and early investors with Cultural Coins.
- 4.13. The following is an illustrative estimation on the allocation of the proceeds from the distribution of CCs, which OROUND0 reserves the right to modify at its sole discretion:
 - 30.00 % Operations
 - 22.50 % Research & Development
 - 20.00 % Marketing
 - 10.00 % Legal
 - 5.00 % Early Users
 - 10.00 % Hardware
 - 2.50 % Contingency
- 4.14. Each Participant understands and accepts that the Cultural Places Platform is currently (February 2018) in an early phase of development and still requires substantial structuring and programming efforts. Due to unforeseeable material conceptual, technical and commercial changes after the release of the Cultural Places Platform, OROUND0 may change, update and/or upgrade the Cultural Places Platform and/or CCs (including by way of a "**Hard Fork**"). Each Participant hereby acknowledges and agrees that if a Participant decides not to participate in such change, update and/or upgrade (including by way of a "**Hard Fork**"), it may no longer Use CCs.

5. TERMS AND CONDITIONS OF THE CC TOKEN

- 5.1. The Participant acknowledges that CCs shall be a virtual currency that can be transferred and exchanged like other cryptocurrencies and serve as vouchers to be used in connection with the Cultural Places Platform.
- 5.2. It is the clear position of OROUNDO that the Cultural Coins as well as Bitcoin and Ether qualify as 'digital content' in the sense of Article 2 para (11) of the Consumer Rights Directive and, as such, qualify as immaterial and movable assets (*unkörperliche und bewegliche Sachen*) in the sense of §§ 285, 292, 293 of the Austrian General Civil Code; the CCs, BTC and ETH as well as other cryptocurrencies and any part of them are qualified as collectible items (*Sammlerstücke*) and do not qualify as currencies (*Währungen*), electronic money (*E-Geld*), means of payment (*Zahlungsmittel*) and/or commodities (*Waren inklusive Handelswaren*). OROUNDO makes no representations or warranties as to other jurisdictions. Each Participant agrees to this position (*Rechtsansicht*) of OROUNDO and confirms – after having duly considered every aspect of these Terms - that it has the same position (*Rechtsansicht*) and accepts the risk that a court or other authority will decide on a different qualification. Furthermore CCs shall qualify as donations-based digital assets, irrespective of the fact that OROUNDO accepts them in exchange for Services.
- 5.3. The Participant acknowledges that there are no rights whatsoever associated with the CCs. In particular, the CCs do not originate and do not provide (or purport to provide) any rights as commonly associated with securities (such as rights or participation in the assets, liabilities, profits and/or losses or liquidation proceeds of OROUNDO or voting rights, information rights, access rights or any other rights commonly associated with stocks and other securities in respect to OROUNDO or rights to interest (*kein Zinsanspruch*) or reimbursement (*keine Rückerstattung*)). Furthermore no form of partnership, joint venture or any similar relationship or any entitlement (*Anwartschaft*) on such status between the Participant, OROUNDO and/or other individuals or entities involved in the development of the CP Platform is created. The CCs also do not represent or confer any intellectual property rights or any other form of participation in or relating to OROUNDO or its affiliates or the CP Platform.
- 5.4. CC Tokens are designed to be exchangeable on cryptographic token exchanges and will be issued under the ERC20 token standard. OROUNDO, however, hereby expressly disclaims any warranties and guarantees that CCs will be exchangeable on any exchanges.
- 5.5. The CCs shall have no maturity. For the avoidance of doubt, OROUNDO hereby disclaims any warranties and guarantees that CCs will have any market value or intrinsic value at any time.
- 5.6. The exchange of BTC and/or ETH into CCs constitutes an exchange (*Tausch*) where one thing (*Sache*) is exchanged for receiving another thing (*Sache*) and such exchange is not a sale / purchase (*Kauf*) because no money (*Geld*) or instruments representing money – in whatever form (*fiat, emoney, means of payment, securities, financial instruments, etc*) are involved.
- 5.7. The distribution of the CCs is solely governed by the CC Token Exchange Agreement. After issuance, only these Terms apply to the CCs. This means in particular that OROUNDO does not undertake any legal obligations under the CC Token Exchange Agreement towards any person that acquired CCs on a secondary market after issuance of the CCs.

6. CULTURAL COIN DISTRIBUTION

- 6.1. OROUND0 shall be entitled to generate and distribute up to 1,500,000.00 (one billion five hundred million) CCs (the "**Total Token Amount**").
- 6.2. During a Pre-ICO period (the "Pre-ICO Period") and a subsequent Public Offer period (the "Offer Period"), OROUND0 is entitled to distribute CCs of up to 60 % of the Total Token Amount. If by the end of the Offer Period, the hard cap of EUR 19,170,000 (nineteen million one hundred and seventy thousand Euro) is not reached until 12:00 CET of June 5th 2018 all coins, which are left over of the 60% provided through the ICO, will be burned.
- 6.3. The distribution of CCs during the Pre-ICO and the Offer Period will be exclusively made on the basis, and subject to the terms, of individual CC Token Exchange Agreements, which include these Terms.
- 6.4. As incentive during the Pre-ICO and the Offer Period, OROUND0 shall be entitled to grant discounts to early Participants of CCs by offering discounts on the CC Exchange Value as set out in the schedule in clause 4.4 of these Terms.
- 6.5. In addition to CCs distributed during the Pre-ICO Period and the Offer Period, OROUND0 shall be entitled to distribute CCs up to 23.00 % of Total Token Amount (345 Mil CC) to partners, team members, advisors and early investors of OROUND0 (the "Holdback") and up to 5.00 % of Total Token Amount (75 Mil CC) to shareholders of OROUND0.
- 6.6. Details on the dates, periods and the process of generating and distributing CCs will be published via an update of these Terms and/or on the Website. Failure to follow the instructions on the Website may limit, delay, or prevent a Participant from acquiring CCs.
- 6.7. Any consideration given to OROUND0 in exchange for CCs is final and non-refundable. OROUND0 shall not be obliged to provide a refund in cash or in kind (in lieu of payment) of any CCs, including if the Services are not offered anymore. The Participant will not receive any financial interest or claim against OROUND0 by exchanging CCs and by providing any consideration to OROUND0 in exchange for CCs.
- 6.8. If OROUND0 is executing a Return Transfer for whatsoever reason, OROUND0 is not responsible for refunding a potential exchange loss or arising costs. The Participant will cover solely the foreign exchange risk and hold OROUND0, its partners, team members or advisors harmless due to possible losses and costs.
- 6.9. Participants shall further not have a right of withdrawal in connection with the distribution of CCs and any statutory rights to withdrawal, as well as any other rights and remedies that are not provided for in the CC Token Exchange Agreement and/or in these Terms and shall therefore be excluded to the greatest extent legally possible. This exclusion of rights and remedies does not affect any mandatory rights of Participants that are Consumers.

7. KYC AND PRIVACY

- 7.1. OROUND0 generally will always comply with any applicable anti-money laundering and anti-terrorism financing regulations.
- 7.2. OROUND0 believes that the distribution of the CCs as per these Terms currently (February 2018) does not fall under any specific anti-money laundering regulations applicable to OROUND0. This may change in the future, e.g. in case of an amendment of the Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (4th Anti-Money Laundering Directive). In such

case, OROUNDO will update its anti-money laundering procedures accordingly.

- 7.3. Participants may be required to provide certain personal data for purposes of acquiring and holding CCs. These personal data may include the following data: (a) full name, (b) address, (c) date and place of birth (if applicable), (d) telephone number; (e) email address and (f) copy of passport. Any data submitted will be solely used for purpose of processing the distribution of CCs as well as executing the CC Token Exchange Agreement. Personal information will in no event be communicated or released to third parties, unless required under applicable law. Each User explicitly agrees that the data provided by the user can be used by OROUNDO for purposes of the foregoing.
- 7.4. OROUNDO has the right to disclose any data to any competent authority if the data is requested to be disclosed by such authority in order to track or investigate any relevant cases under the Austrian Criminal Code (StGB). OROUNDO reserves the right to cooperate with such authorities to the maximum extent possible.

8. RISKS AND RESPECTIVE OBLIGATIONS OF EACH USER

BY EXCHANGING AND HOLDING CCS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISKS:

- 8.1. OROUNDO reserves the right to implement and execute an emergency stop-functionality to stop the distribution process. Use of this functionality shall remain at discretion of OROUNDO and shall only be used in specific situations, such as, but not limited to, serious security issues, serious network performance issues, depriving all users of equal treatment or any type of material attack on the CCs, Cultural Places Platform, Website or Ethereum network.
- 8.2. Each Participant understands and accepts that the Ethereum Blockchain System, the underlying software application and software platform is still in an early development stage and unproven, why there is no warranty that the process for creating and transferring tokens will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Digital Assets or CCs.
- 8.3. There is a risk that in some jurisdictions the CCs and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future. OROUNDO expressly disclaims any warranties and guarantees that CCs do not qualify as security in all jurisdictions. Each Participant shall be solely responsible for the legal or financial consequences of CCs being considered a security in their respective jurisdiction and agrees to indemnify and hold harmless OROUNDO from any claims, losses, damages and liabilities in that respect.

EACH PARTICIPANT IS OBLIGED TO VERIFY WHETHER THE USE OF CCS IS LEGAL IN ITS JURISDICTION, AND BY ACCEPTING THESE TERMS EACH PARTICIPANT UNDERTAKES NOT TO USE CCS IF ANY SUCH ACTION SHOULD NOT BE LEGAL IN THE RELEVANT JURISDICTION. IF A PARTICIPANT ESTABLISHES THAT THE USE OF CCS UNDER THESE TERMS IS NOT LEGAL IN ITS JURISDICTION, IT MUST NOT CONTINUE TO USE CCS.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of OROUNDO to (i) distribute CCs and make available the Cultural Places Platform (ii) and accept CCs in

exchange for Services in some jurisdictions may be eliminated or (materially) limited by future regulation or legal actions. In the event that it turns out with a high degree certainty that CC as currently set out are not or may not be legal in certain jurisdiction, OROUNDO will either a) cease operations in that jurisdiction, or b) adjust CC and the Cultural Places Platform in a way to comply with the regulation should that be possible and viable.

- 8.4. Each Participant understands and accepts that the issuance of CCs and the development of the Service may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Participant therefore understands that there is no assurance that the Cultural Places Platform will be further developed and operational even though OROUNDO will make reasonable commercial efforts to complete and deploy it.
- 8.5. Each Participant is responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold CCs he or she receives from OROUNDO, 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 CCs. OROUNDO is not responsible for any such losses.
- 8.6. Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of CCs and Digital Assets in any number of ways. There is also a risk that CCs and Website may unintentionally include weaknesses or bugs in the source code. Ethereum Blockchain is also susceptible to mining attacks so any successful attacks present a risk to the CCs also.
- 8.7. Value of CCs may fluctuate and their users might suffer loss in value of such tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the CCs which are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

9. ELIGIBILITY

- 9.1. The Website, the Cultural Places Platform and the CCs are not offered for use to natural and legal persons, having their residence or their seat of incorporation in the following countries: (a) the United States of America; (b) People's Republic of China; (c) Republic of Korea; (d) North Korea; (e) Iceland; (f) Iran; (g) Iraq; (h) Libya; (i) Syria; (j) South Sudan and (k) Cuba ("Restricted Areas"). Natural and legal persons with their residence or seat of incorporation from the Restricted Areas shall not use the Website, the Cultural Places Platform and the CCs.
- 9.2. OROUNDO reserves the right to decide in its own discretion to adopt reasonable organisational and technical measures to assure that the Website and CCs are not available to persons from Restricted Areas.
- 9.3. If you are registering to use the Cultural Places Platform on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, (ii) you are duly authorized by such legal entity to act on its behalf, (iii) neither you nor the entity you are representing are listed on any of the sanctions lists published and maintained by the United Nations, European Union, any EU country, any OECD country, UK Treasury and US Office of Foreign Assets Control (OFAC), (iv) you have a deep understanding of the functionality, usage, storage of cryptographic tokens, Smart contracts, and blockchain-based software, (v) you have a deep understanding of the functionality, usage, storage of cryptographic tokens, Smart

contracts, and blockchain-based software, (vi) the legal entity you are representing has its seat of incorporation outside of any Restricted Area and (vii) you have carefully reviewed the content of this document and have understood and agreed with these Terms.

- 9.4. If you are registering to use the Platform on your own behalf, you represent and warrant that you (i) are of legal age to form a binding contract, (ii) have full power and authority to accept these Terms, (iii) are not listed on any of the sanctions lists published and maintained by the United Nations, European Union, any EU country, any OECD country, UK Treasury and US Office of Foreign Assets Control (OFAC), (iv) have a deep understanding of the functionality, usage, storage of cryptographic tokens, Smart contracts, and blockchain-based software, (v) have a deep understanding of the functionality, usage, storage of cryptographic tokens, Smart contracts, and blockchain-based software, (vi) your residence is outside of any Restricted Area and (vii) you have carefully reviewed the content of this document and have understood and agreed with these Terms.

10. SECURITY

- 10.1. Each Participant will implement reasonable and appropriate measures designed to secure access to:
- 10.1.1. any device associated with the email address associated with your account with the Cultural Places Platform,
 - 10.1.2. private keys required to access any relevant Ethereum or Bitcoin wallet, and
 - 10.1.3. its username, password and any other login or identifying credentials of the Cultural Places Platform.
- 10.2. In case a Participant suspects a security breach in any of the abovementioned, the Participant will inform OROUND0 immediately so OROUND0 can take all required and possible measures to secure the Participant's account, the Website, the Cultural Places Platform, CCs and systems as whole.
- 10.3. In the event that a Participant is no longer in possession of any device associated with its account or is not able to provide its login or identifying credentials to the Cultural Places Platform, OROUND0 may, in sole discretion, grant access to the Participant's account to any party providing corresponding evidence that such party is actually the Participant or is actually duly representing the Participant. OROUND0 explicitly reserves the right to determine which evidence it accepts, which may include, without limitation, a sworn, notarized statement of identity.
- 10.4. OROUND0 will employ multiple layers of security in infrastructure. All network traffic must pass through the "industry standard" AWS NAT Gateway, which ensures with it its own firewall. Access to public facing applications is allowed only for HTTP(s) - ports 80 and 443 - and only for those services which are defined in OROUND0's servers reverse proxy configuration. Access to OROUND0's back-end services and API will require the use of VPN, specifically defined and whitelisted on OROUND0's server with dedicated IP addresses.

11. REGULATORS AND REGULATION

- 11.1. OROUND0 is of the reasonable opinion that the CP Platform and the Use of CCs is

currently not regulated by the Austrian Financial Market Authority (*Finanzmarktaufsicht - FMA*), and is closely following changes to legislation in the most relevant jurisdictions in the EU. It is possible that certain jurisdictions will apply existing regulations, or introduce new regulations addressing on blockchain technology-based applications, which may have negative influence on the Cultural Places Platform and which may, inter alia, result in substantial modifications of the Cultural Places Platform, including its termination or the loss of CCs or any value which CCs might have. OROUNDO intends to design, modify and/or adapt the CP Platform in such way that financial market rules are not applicable on OROUNDO and / or the CP Platform. Respectively within the regulatory risk also changes in the CP Platform with respect to such adaptations, amendments and re-designs may cause termination or the loss of CCs or any value which CCs might have.

- 11.2. OROUNDO is not a financial institution and is currently not under supervision of any financial supervisory authority. OROUNDO does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. OROUNDO is further of the reasonable opinion that there is no obligation to hold a licence as the CP Platform, including the Cultural Coins and the intended structure of the User Loyalty Program, the Opportunity Program and the Institution Royalty Program constitutes a limited network, which is not regulated by financial markets rules. The CC distribution is not a public offering of equity or debt and consequently does not fall under securities laws or any prospectus regulation.
- 11.3. This document or any other document, produced and signed by OROUNDO, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 11.4. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and OROUNDO services and the Website are not, do not offer and shall not be construed as investment or financial products.
- 11.5. OROUNDO undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country (in particular with the Austrian Financial Market Authority), and also with all authorized financial institutions.

12. LIABILITY

- 12.1. OROUNDO and its affiliates and their respective officers, employees or agents will in regard to CCs not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this Website, Platform and CCs), even if OROUNDO has been advised of the possibility of such damages or losses, including, without limitation, from the Use of CCs, the Website or the Cultural Places Platform.
- 12.2. Further, neither OROUNDO nor any of OROUNDO's affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:
(a) your inability to use the Website, the Cultural Places Platform or the CCs, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; and (b) the cost of procurement of substitute goods or services.

13. TAXES

The Participant bears the sole responsibility to determine if the contribution to and receipt from the Smart Contract System, including but not limited to the exchange of CCs, change of the CCs value with the course of time and the receive function of the Smart Contract System shall be a taxable event for the Participant. The Participant bears full responsibility for timely and correct calculation and payment of all taxes due in accordance with the legislation applicable to the Participant. The Service is not a tax agent of the Participant, as well as it does not advise the Participant on the order of calculation and/or the payment of taxes.

14. INTELLECTUAL PROPERTY

- 14.1. OROUND0 retains all right, title and interest in all of its intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Project (hereinafter: "**OROUND0 IP**"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. The Participant may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- 14.2. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.
- 14.3. The Participant is being granted a non-exclusive, non-transferable, revocable license to access and use the Website, the Cultural Places Platform and the CCs strictly in accordance with these Terms. As a condition of the use of the Website and the CCs the Participant warrants to OROUND0 that he or she will not use the Website, the Cultural Places Platform or CCs for any purpose that is unlawful or prohibited by these Terms. The Participant may not Use the CCs in any manner that could damage, disable, overburden, or impair the Website and the Cultural Places Platform. The Participant may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website, the Cultural Places Platform and CCs. Limitation to the transferability of licence shall not be understood in a way that the Participants are not allowed to transfer CC Tokens to third parties.
- 14.4. All OROUND0 IP is the property of OROUND0 and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. Participants agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 14.5. Participants will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the OROUND0 IP, in whole or in part, found on the Website or associated products and services. OROUND0 IP is not for resale. Participant's use of the OROUND0 IP does not entitle Participants to make any unauthorized use of any OROUND0 IP, and in particular will not delete or alter any proprietary rights or attribution notices in any OROUND0 IP. Participants will use OROUND0 IP solely for their personal use, and will make no other use of OROUND0 IP without the express written permission of OROUND0 and the copyright owner. You agree that you do not acquire any ownership rights in any OROUND0 IP. OROUND0 does not grant Participants any licenses, express or implied, to the intellectual property of OROUND0 except as expressly authorized by these Terms.

15. MISCELLANEOUS

- 15.1. Materials, such as the Whitepaper and others, published on the Website or elsewhere, are not binding and do - unless explicitly referred to herein - not form part of these Terms, and are of descriptive nature only.
- 15.2. OROUND0 reserves the right to update or modify these Terms at any time before the distribution of the CCs by posting a revised version under <https://www.culturalplaces.com/>. Any revisions to these Terms will take effect on the defined effective date or, if there is no defined effective date, upon the date of publication on the Website. OROUND0 assumes no responsibility to keep you updated about changes made to these Terms in accordance with the foregoing.
- 15.3. OROUND0 and its affiliates will not be liable for any delay or failure to perform any obligation under the CC Token Exchange Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.
- 15.4. OROUND0 and Participants are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.
- 15.5. The failure or omission by OROUND0 to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit the right of OROUND0 to enforce such provision at a later time. All waivers of OROUND0 must be unequivocal and in writing to be effective.
- 15.6. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 15.7. For Users that are not Consumers, the following shall apply: All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, the Cultural Place Platform and the CCs shall be finally and exclusively settled by the competent court for commercial matters in 1010 Vienna, Austria. Exclusively Austrian law shall apply; the International Sale of Goods convention (CISG, Vienna UN Sales Convention) is excluded.
- 15.8. These Terms together with the CC Token Exchange Agreement represent the entire Agreement between the Participant and OROUND0 regarding the subject matter of these Terms, in particular use of the Website, the Cultural Places Platform and CCs. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding

the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.