

Earth Token

Terms & Conditions of token sale

31 October 2017

1. The information contained in the Whitepaper and on the website are of descriptive nature only and are not binding unless expressly referred to herein.
2. The User understands and accepts that while the individuals and entities, including impactChoice Ltd. (a company incorporated in the Isle of Man, hereinafter referred to as “impactChoice”), assigned to this task will make reasonable efforts to develop and complete the Natural Asset Exchange (NAE), it is possible that such development may fail and User’s EARTH tokens may become useless and/or value- less due to technical, commercial, regulatory or any other reasons. The User is also aware of the risk that even if all or parts of the NAE are successfully developed and released in full or in parts, due to a lack of public interest, the NAE could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest or other reasons. The User therefore understands and accepts that the transfer of funds to impactChoice and the creation of EARTH tokens by impactChoice carry significant financial, regulatory and/or reputational risks (including the complete loss of value of the created EARTH tokens, if any, and attributed features of the NAE).
3. By transferring funds to impactChoice, the User expressly agrees to all the terms and conditions set forth in this document (the “Terms & Conditions of token sale”).
4. This document and any other materials relating to the NAE do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction and has not been, and will not be lodged or registered as a prospectus with any governmental authorities. It is a description of the functionality of a blockchain based Software Ecosystem.
5. By transferring funds to impactChoice and/or receiving EARTH tokens, no form of partnership, joint venture or any similar relationship between the Users and/or other individuals or entities involved with the deployment of the NAE and the setting up of EARTH tokens is created.
6. During the Creation Period, up to a total of 1 billion EARTH tokens are planned to be created by impactChoice, all of equal value and functionality, however, divided into different pools:
 - a. Public pool: total of 50% of the aggregate EARTH tokens created.
 - b. Private pool: total of 50% of the aggregate EARTH tokens created.
7. Creation Period: The Creation Period shall start after the token sale closes or 20 million USD equivalent has been raised under the Public pool and shall be distributed within 30 days.
8. Maximum EARTH token Quantity: During the Creation Period a total of 1 billion EARTH tokens will be created, no additional EARTH tokens will be created. Each EARTH token will have the same functions implemented.

9. Creation Rate: The Creation Rate during the Creation Period for EARTH tokens will be 1 ETH or 0.0625 BTC per 4000 EARTH tokens.
10. EARTH tokens are only for use with the NAE under the terms of the NAE (to be released), and only constitute a transferable representation of a store of value in order to transact.
11. Ownership of EARTH tokens carries no rights express or implied other than the right to use EARTH tokens to transact across the NAE, if successfully completed and deployed. User understands and accepts that EARTH tokens do not warrant, represent or constitute any ownership right or stake, share or security or equivalent rights or any right for receive future revenues shares, intellectual property rights (“IPR”) or any other form of participation in or relating to impactChoice and/or the NAE. Each User shall have the right to suggest modifications to the NAE.
12. Through the allocation of EARTH tokens to a User, the User receives no right to receive any revenues generated by the IPR developed as part of the NAE or any other assets. The User understands and hereby agrees that the sole and exclusive usage rights of these IPR are assigned to impactChoice. Beyond this, the User understands and accepts that EARTH tokens do not warrant, represent or constitute any ownership rights or stake, share or security or equivalent right in or relating to impactChoice, the NAE and/or any software, any public or private company, corporation, entity or property.
13. By transferring funds to impactChoice and receiving EARTH tokens, the User represents and warrants that:
 - a. the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
 - b. the User is legally permitted to transfer funds to impactChoice, and receive EARTH tokens in the User’s jurisdiction;
 - c. the User is of a sufficient age to legally receive EARTH tokens;
 - d. the User will take sole responsibility for any restrictions and risks associated with the receipt of EARTH tokens as set forth herein;
 - e. the User is not submitting funds to impactChoice in order to obtain EARTH tokens as a speculative investment;
 - f. the User is not obtaining or using EARTH tokens for any illegal purposes;
 - g. the User is purchasing EARTH tokens primarily to support the development, testing, deployment and operation of the NAE, being aware of the commercial risks associated with impactChoice;
 - h. the User waives the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of EARTH tokens;
 - i. the User understands the creation of EARTH tokens does not involve the purchase of shares or securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

- j. the User understands that the transfer of funds to impactChoice, the creation of EARTH tokens and the development of the NAE carries significant financial, regulatory and reputational risks as further set forth herein;
 - k. the User understands and expressly accepts that there is no warranty whatsoever on EARTH tokens, the NAE and/or the success of impactChoice, expressed or implied (to the extent permitted by law), and that EARTH tokens are created and obtained at the sole risk of the User on an “as is” and “under development” basis and without any warranties of any kind (to the extent permitted by law), including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;
 - l. the User understands that the User has no right against any other party to request any refund of the funds submitted to impactChoice for the creation of EARTH tokens under any circumstance;
 - m. the User understands that no market liquidity may be guaranteed and that the value of EARTH tokens over time may experience extreme volatility or depreciate in full;
 - n. the User understands that the User bears the sole responsibility to determine if the User’s contribution to impactChoice for the development of the NAE, the transfer of funds to impactChoice, the creation, ownership or use of EARTH tokens, the potential appreciation or depreciation in the value of EARTH tokens over time, the sale and purchase of EARTH tokens and/or any other action or transaction related to impactChoice have tax implications for him/her; by holding or using EARTH tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors (e.g. contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of EARTH tokens or any other action or transaction related to the NAE.
14. As part of the creation process the User must provide his/her own address on the Ethereum network, with a private key associated to this address and password, not held on any cryptocurrency exchange. The password is used to encrypt the User’s private key. Following the creation of EARTH tokens by impactChoice, the EARTH tokens will be transferred to the User’s address by impactChoice. The User understands that the User must keep his/her password and private key safe and that the User must not share them with anyone. The User further understands that if his/her private key and/or password is lost or stolen, the User will not be able to generate a new password or recover his/her private key, and if the User also loses his/her private keys and password, the EARTH tokens associated with the User’s address will be unrecoverable and will be permanently lost. Furthermore, the User understands that there is no recovery mechanism for lost keys and passwords, so no one will be able to help the User retrieve or reconstruct a lost password and private keys and provide the User with access to any lost EARTH tokens.
15. The User understands and accepts that the development and execution of the NAE will be executed by impactChoice and that impactChoice has the right to engage

subcontractors to perform the entire or partial development and execution of the NAE. The scope of the development work will be triggered by the amount of contributions received during the token sale period as set forth in the Whitepaper.

16. The User understands and accepts that for the development and execution of the NAE, impactChoice receives a flat fee of 50% of the total EARTH tokens created, and the full amount of funds transferred to impactChoice during the token sale. This flat fee covers expenses, charges and other costs that may arise by impactChoice and/or its subcontractors as part of the development and execution of the NAE. It remains at impactChoice's sole discretion to decide how to allocate the funds to develop and execute the NAE.
17. The User understands and accepts that the User may not have any expectation of influence over governance on impactChoice.
18. The User understands and accepts that impactChoice and/or the NAE will need to go through substantial development works as part of which they may become subject of significant conceptual, technical and commercial changes before release. The User understands and accepts that as part of the development, an upgrade of the EARTH tokens may be required (hard-fork of EARTH tokens) and that, if User decides not to participate in such upgrade, he/she may no longer use his/her EARTH tokens on the NAE and that non-upgraded EARTH tokens may lose their functionality in full.
19. The User understands and accepts that the NAE is still in an early development stage and its application is of an experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, the User understands and accepts that impactChoice does not offer any form of warranty, including direct or indirect warranties that the NAE and EARTH tokens are fit for a purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of funds and/or EARTH tokens.
20. The User understands and accepts the risks associated with transferring funds to impactChoice and receiving EARTH tokens as exemplified set forth above and hereinafter. In particular, but not exhaustive, the User understands the inherent risks listed below:
 - a. **Risk of software weaknesses:** The User understands and accepts that the NAE System concept, the underlying software application and software platform (i.e. the blockchain) is still in an early development stage and unproven, that there will be no warranty that operation of the NAE will be uninterrupted or error-free and that there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of EARTH tokens.
 - b. **Regulatory risk:** The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the NAE and which may, inter alia, result in substantial modifications of the NAE and/or impactChoice, including its termination and the loss of EARTH tokens for the User.

- c. **Risk of abandonment / lack of success:** The User understands and accepts that the creation of EARTH tokens and the development of the NAE may be abandoned for several reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the NAE is partially or fully developed and launched, the User will receive any benefits through the EARTH tokens held by him/her.
 - d. **Risk associated with other applications:** The User understands and accepts that the NAE and/or impactChoice products may give rise to other, alternative projects, promoted by unaffiliated third parties, under which EARTH tokens will have no intrinsic value.
 - e. **Risk of loss of private key:** EARTH tokens can only be accessed by using an Ethereum wallet with a combination of User's account information (address), private key and password. The private key is encrypted with a password. The User understands and accepts that in the event his/her private key file or password respectively is lost or stolen, the EARTH tokens associated with the User's account (address) or password will be unrecoverable and will be permanently lost.
 - f. **Risk of theft:** The User understands and accepts that the NAE, the underlying software application and software platform (i.e. the blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of EARTH tokens, impacting the ability to further develop the NAE.
 - g. **Risk of Ethereum mining attacks:** The User understands and accepts that, as with other cryptocurrencies, the blockchain used for EARTH tokens is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the EARTH tokens, expected proper execution and sequencing of EARTH token transactions, and expected proper execution and sequencing of computations.
21. The User bears the sole responsibility to determine if his/her contribution to impactChoice for the development of the NAE, the creation, ownership or use of EARTH tokens, the potential appreciation or depreciation in the value of EARTH tokens over time, the sale and purchase of EARTH tokens and/or any other action or transaction related to impactChoice may have tax implications for him/her.
22. By receiving, holding or using EARTH tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of EARTH tokens or any other action or transaction related to impactChoice.
23. The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of impactChoice, EARTH tokens and/or the NAE liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, EARTH tokens or

the NAE 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 developers, auditors, contractors or founders of impactChoice, EARTH tokens and/or the NAE shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including loss of profits, goodwill or data, or in any way whatsoever arising out of the use of, or the inability to use of EARTH tokens and/or the NAE.

24. The User further specifically acknowledges that developers, auditors, contractors or founders of impactChoice, EARTH tokens and/or the NAE are not liable, and the User agrees not to hold them liable, for the conduct of third parties, including other creators of EARTH tokens, and that the risk of holding and using EARTH tokens is entirely with the User.
25. By holding or using EARTH tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership or use of EARTH tokens or any other action or transaction related to impactChoice.
26. The EARTH token holder understands and accepts that a network of miners will be ultimately in control of the EARTH tokens. The participant understands that most of these miners could agree at any point to make changes to the network. Such a scenario could lead to EARTH tokens losing intrinsic value.
27. The EARTH token holder agrees 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.
28. These Terms & Conditions govern the creation, ownership and use of EARTH tokens and supersede any public statements about the launch of EARTH tokens made by anyone in the past, present and future.
29. The applicable law is the Isle of Man law. Any dispute arising out of or about the creation of EARTH tokens and the development and execution of the NAE shall be finally settled by the ordinary courts of the registered domicile of the defendant.
30. The EARTH token holder warrants and attests that any funds used for the contribution to impactChoice are: (a) good, clean, clear and are of non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind or any rights of third-party interests; and (c) have no origins that may be connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally.
31. The EARTH token holder warrants and attests that he/she is not a resident in and/or is holding a passport issued by a High-Risk jurisdiction nation as defined by FATF & OFAC including: Afghanistan; Balkans-related; Belarus; Bosnia and Herzegovina; Burundi; Central African Republic; Cuba; Democratic Republic of the Congo-related; Ethiopia;

Iran; Iraq; Lao People's Democratic Republic; Lebanon; Libya; North Korea; Somalia; Sudan and Darfur; South Sudan; Syria; Uganda; Ukraine; Russia-related; Vanuatu; Venezuela-related; Yemen; and Zimbabwe. The sale is also for non-United States/Mauritius persons and/or residence only.

32. The EARTH token holder warrants and attests that he/she have full legal and beneficial title, rights, interest, control and authority to contribute and have chosen to do so of their own free will and sole decision without any solicitation or influence from anyone else.
33. The EARTH token holder warrants and attests that he/she is 18 years of age or older.
34. Should the EARTH token holder transfer EARTH tokens to a new holder, the original EARTH token holder is responsible for ensuring the transfer is within the applicable laws within all applicable jurisdictions.
- 35. If you are in any doubt about the contents of these Terms & Conditions or the action you should take, you should consult your solicitor, accountant or other professional adviser immediately.**

4th Floor, Exchange House,
54-58 Athol Street,
Douglas,
Isle of Man IM1 1JD