

## **TERMS AND CONDITIONS – Contribution to PRIVATE PLACEMENT and MICROSHARE token allocation.**

### **1. Introduction**

- 1.1 These terms and conditions (the “**T&Cs**”) govern the basis on which you, (“**you**” or the “**Contributor**”), can make a contribution (a “**Contribution**”) to a Private Placement of a Collaborating Entity via the Centre for Citizenship Enterprise and Governance Limited (“**we**” or “**CCEG**”).
- 1.2 These T&Cs also set out the procedure for the subsequent allocation to you of transferable cryptographic blockchain-based digital information units, each called a Seratio token (“**SER**”) and/or the allocation to you of non-financial transferable cryptographic blockchain-based digital information units, each called a Microshare (“**MCR**”).
- 1.3 You need to read these T&Cs carefully, and should keep a copy for future reference.
- 1.4 We have defined terms in these T&Cs as they are used. However please note the following definitions:

**Collaborating Entity:** CCEG has separate agreements to provide contracted services and Microshares to other Collaborating Entities. The current collaborating entities available are WomensCoin, StudentCoin and TimeTraveler Coin. If you make a contribution to a Private Placement under this agreement, then your funds are transferred to the collaborating entities net of any fees or share due to CCEG.

**Fiat Money:** This means fiat money that is money made legal tender by a government decree.

**Microshares:** (“**MCR**”) We have devised a separate non-financial token, the Microshare, which is the tokenised promise given in the Private Placement Terms by the collaborating body. Microshares are non-financial, transferable, cryptographic, blockchain-based digital information units. The Microshare you receive will be designated to the Collaborating Entity’s private placement that you are participating in for example, WomensCoin Microshare.

**Private Placement:** These are any terms and future promises given to you separately by the Collaborating Entity. CCEG is not a party to the private placement terms and is not responsible for their fulfilment. Nothing in those Private Place terms may modify or add any additional obligations or covenants on us beyond those set forth in these T&Cs document.

**SER:** This is a transferable cryptographic blockchain-based digital information unit token . SER is a token designed to transact your financial value based on the non-financial values that you hold. such as “good” beliefs. SER does not represent or constitute any ownership right or stake, share or security or equivalent right in or relating to CCEG, the Seratio Platform, and/or any software, any public or private company, corporation, entity or property.

**Seratio Wallet:** is the initial repository for SER and Microshares.

**Software:** this refers to the underlying software application and software platform SER is based on, including the Seratio Platform the Seratio-Wallet and

the Ethereum Network, as well as any other relevant software, technology and technical concepts.

## 2. **Risks of making a Contribution**

2.1 You should only make a Contribution in return for SER if you are happy with the risks of doing so. We are undertaking a relatively new type of fundraising. There may, therefore, be unforeseen risks of which we are currently unaware.

2.2 The usual risks involved in making this type of Contribution, and with the allocation, use and ownership of SER, and any other cryptographic blockchain-based digital information unit are set out below. You should read these carefully and only make a Contribution if you are comfortable with accepting these risks:

2.2.1 **Risk of software weaknesses:** The Software is still in an early development stage and unproven. This means that:

2.2.1.1 we cannot warrant that the process for receipt, use and ownership of SER, MCR or any other cryptographic blockchain-based digital information unit will be uninterrupted or error-free; and

2.2.1.2 there is an inherent risk that the software and related technologies and theories we use could contain weaknesses, vulnerabilities or bugs ("**Glitches**"). Glitches could cause, inter alia, complete loss of SER and/or Ethereum Network.

2.2.2 **Regulatory risk:** crypto-currency and the underlying blockchain technology is currently subject to relatively light regulatory oversight. This is, however, subject to change. In the future, certain regulators or other governmental authorities may impose or extend regulations which could apply to either of these technologies. These regulations may have a negative impact on the current set-up of SER, the MCR or the underlying Ethereum Network on which SER and MCR are based. These regulations could result in substantial modifications of the Software. There is also a risk that regulatory developments could cause their termination and the consequential loss of your SER and MCR.

2.2.3 **Risk of abandonment / lack of success:** The allocation of SER and the MCR and the development of the Collaborating Entities projects and plans may be abandoned for a number of reasons, including:

2.2.3.1 lack of interest from industry;

2.2.3.2 lack of interest from the public;

2.2.3.3 lack of funding; or

2.2.3.4 lack of commercial success or prospects (for example, as a result of competing projects).

This means that, even if the Private Placements are successful and plans are partially or fully developed and launched, you may not receive any functionality through the SER or Microshares you hold.

2.2.4 **Risk of loss of private key:** SER, MCR and most cryptographic blockchain-based digital information units may only be accessed using a private key that corresponds to the address at which it is stored. If your private key, or the “seed” used to create your address and corresponding private key is lost or stolen, your SER, MCR or cryptographic blockchain-based digital information units associated with that address will be unrecoverable and will be permanently lost.

2.2.5 **Risk of theft:** The Software may be attacked by hackers or other individuals. If successful, such attacks could result in the theft or loss of SER, MCR or the theft or loss of your Contributions, as well as impact the ability of our Collaborating Entities to develop and launch their projects and follow on Initial Coin Offerings.

2.2.6 **Risk of blockchain mining attacks:** As with other public blockchain-based systems that depend on independent miners, the Ethereum Network may be susceptible to mining attacks. These attacks may occur in a wide range of forms, and include but are not limited to:

2.2.6.1 double-spend attacks,

2.2.6.2 majority mining power attacks,

2.2.6.3 “selfish-mining” attacks, and

2.2.6.4 race condition attacks.

Any successful attacks are a risk to the Ethereum Network, the expected proper execution and sequencing of SER and MCR transactions, and the expected proper execution and sequencing of software computations.

2.2.7 **Liquidity risk:** SER is a new form of token currency and so market liquidity is not guaranteed and the value of SER over time (if any) may experience extreme volatility or depreciate in full. Lack of liquidity may cause difficulty in obtaining value should you decide to sell SER, or indeed may make it difficult for you to sell your SER at all;

2.2.8 **General economic risks:** Please be aware that the value of SER can fall as well as rise. You may not get back the full amount of your Contribution should you sell your SER. The value of SER may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. The past performance of other cryptographic tokens is not necessarily a guide to the future performance of SER.

2.3 As long as we have acted in good faith, we do not accept responsibility for any of the risks set out above, to the maximum extent allowed by law, as we view you accepting these as part of your decision whether to make a Contribution.

### 3. **Audit of the SER and MCR Token Code**

3.1 Technical experts have, on a reasonable efforts basis, audited and approved the Software, the SER code and the MCR code with regard to their functionality, accuracy and security standards. Those experts have confirmed the Seratio Token Code and the Microshare Token Code (the “**Code**”) has been programmed according to the most currently available security practices and standards.

3.2 However, the software and technology that we have used is still in an early development stage. Its application is of an experimental nature which carries significant operational, technological, financial, regulatory and reputational risks.

3.3 Therefore, while the audit raises the level of security and accuracy, you understand and accept that it does not amount to any form of warranty, either direct or indirect, that the Code does not contain any weaknesses, vulnerabilities or bugs which could cause, for example, the complete loss of SER, MCR and/or Ethereum Network.

#### 4. **Conditions for making a Contribution**

4.1 You may not make a Contribution if you are a US citizen, or a person or entity permanently resident in the US or any of its territories. In the event you do make a Contribution where you are any of the above, you accept any and all risks, costs and damages associated with making a Contribution.

4.2 When you make a Contribution, or otherwise receive, use or hold SER or MCR, you may only do by accepting the following conditions and, by doing so, you represent that the following are a true and accurate reflection of the basis on which you are making the Contribution:

4.2.1 unless we otherwise agree in writing, we have not provided you with any advice regarding whether SER MCR or Private Placement is a suitable investment for you;

4.2.2 you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;

4.2.3 you are legally permitted to receive and hold and make use of SER in your and any other relevant jurisdiction;

4.2.4 you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your Contribution and allocate SER to you;

4.2.5 you are legally permitted to receive software, including the Software and to make a Contribution;

4.2.6 you have not supplied us with information relating to your Contribution or otherwise which is inaccurate or misleading;

4.2.7 you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;

4.2.8 you will notify us promptly of any change to the information supplied by you to us;

4.2.9 you are of a sufficient age to legally obtain SER and/or MCR, and you are not aware of any other legal reason to prevent you from obtaining SER and/or MCR;

- 4.2.10 you take sole responsibility for any restrictions and risks associated with receiving and holding SER and/or MCR, including but not limited to these set out in Section 2, Risks of making a Contribution;
- 4.2.11 by making a Contribution you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- 4.2.12 you are not obtaining or using SER and/or MCR for any illegal purpose, and will not use SER and/or MCR for any illegal purpose;
- 4.2.13 you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the Contribution to CCEG, with the allocation of SER and/or MCR and with the operation of the Seratio Platform;
- 4.2.14 your Contribution and the allocation of SER and/or MCR do not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- 4.2.15 to the extent permitted by law and provided we act in good faith, we make no warranty whatsoever, either expressed or implied, regarding the future success of SER, the MCR, the Seratio Platform and/or the Ethereum Network.
- 4.2.16 you accept that SER and MCR are created and you obtain SER and/or MCR on an "as is" and "under development" basis. Therefore, provided we act in good faith, you accept that we are providing SER and/or MCR without being able to provide any warranties in relation to SER or MCR, including, but not limited to, title, merchantability or fitness for a particular purpose; and
- 4.2.17 you accept that you bear sole responsibility for determining if:
  - 4.2.17.1 the Contribution,
  - 4.2.17.2 the allocation, use or ownership of SER and/or MCR,
  - 4.2.17.3 the potential appreciation or depreciation in the value of SER over time, if any,
  - 4.2.17.4 the sale and purchase of SER and MCR; and/or
  - 4.2.17.5 any other action or transaction related to the Seratio Platform and Ethereum Network

have tax implications. To the extent permitted by law, you accept that by making a Contribution, and/or by receiving, using or holding SER and/or MCR, you may not hold us or any party associated with us (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from such Contribution, or the allocation, use or ownership of SER and/or MCR, or any other action or transaction under these T&Cs.

## 5. Procedure for allocating SER and /or MCR

- 5.1 CCEG will allocate an SER and MCR or for TimeTraveler an MCR only to you if you make a Contribution during the Contribution Period. One SER and one Collaborating Entity designated MCR shall be allocated for the amount (or equivalent amount, see section 5.10) of UK GBP1.00. For TimeTraveler only one MCR will be allocated, to be clear, that is no SER allocation. All Contributions are non-refundable.
- 5.2 You may make a Contribution between 01 July 2018 at 00.01 UK time until the end of the private placement period for each Collaborating Entity (the "Contribution Period"). However, we may, during this period, if we believe it is needed for security reasons, pause the contribution function until the security issues have been resolved. Each Collaborating Entity has a contribution period end as follows:
  - 5.2.1 WomensCoin 23.59 UK time on 31<sup>st</sup> August 2018.
  - 5.2.2 StudentCoin 23.59 UK time on 31<sup>st</sup> August 2018.
  - 5.2.3 TimeTraveler Coin 23.59 UK time on 30<sup>th</sup> September 2018.
- 5.3 We reserve the right to close any private placement early without notice if target funds are achieved.
- 5.4 You may make a Contribution using the following currencies and cryptocurrencies:
  - 5.4.1 Bitcoin BTC
  - 5.4.2 Ethereum ETH
  - 5.4.3 Fiat Money
- 5.5 The minimum Contribution you can make will be UK GBP1000 in Womens Coin and Student Coin and UK GBP10,000 for TimeTraveler.
- 5.6 There is no cap regarding the amount of Contributions you can make.
- 5.7 Contributions will be accepted by us via the official fundraising site [www.seratio-coins.world](http://www.seratio-coins.world). If you decide to use or participate via an exchange or other intermediaries this is solely at your own risk and we accept no responsibility for these entities.
- 5.8 It is your sole responsibility to provide all necessary information to us to allow us to both open a Seratio Wallet for you to enable us to deliver SER and/or MCR to you.
- 5.9 Upon you making a successful Contribution, we will record information regarding the quantity of SER and/or MCR that we will allocate to you in proportion to your Contribution (including any eligible discount award). This amount will be confirmed to you by email. If your Contribution is in a currency other than GBP, we will calculate the amount of the Contribution on the basis of the relevant exchange rate, as set out in section 5.10.
- 5.10 If you make a non-sterling Contribution, we will calculate the exchange rate using the historical exchange rate of the Fiat Money or crypto-currency you used at approximately the time of the Contribution. We will determine the rate of

exchange based on leading exchange and FX data providers chosen at our discretion on a best effort basis.

- 5.11 We will use best endeavours to comply with the allocation of SER and/or MCR tokens within 4 weeks of the Close of the Contribution Period, however this is subject to Section 2, Risks of making a Contribution.

## 6. **Non-acceptance of a Contribution**

- 6.1 We reserve the right not to accept a Contribution from you if:

6.1.1 to do so may involve us or you in a breach of legal and/or regulatory requirements; or

6.1.2 we believe on reasonable grounds that to do so would be impracticable or against your interests; or

6.1.3 to do so would run the risk of us suffering financial loss.

- 6.2 We will endeavour to inform you promptly if such circumstances arise.

## 7. **CCEG Project Execution**

- 7.1 We maintain our sole discretion to decide how to use the fees and share of received Contributions to develop and execute the CCEG Project and Seratio Platform.

- 7.2 You accept that if you make a Contribution, this will not give you any influence over the governance of CCEG as a result, and will not give you any influence over the governance of any Collaborating Entity.

- 7.3 Any contribution shared with a Collaborating Entity may be used by that Collaborating Entity at their sole discretion. CCEG has no management responsibility or ownership once the funds have been shared.

- 7.4 You agree that your contribution has been satisfied in full once you have received your SER and / or MCR tokens.

## 8. **Communication**

All communications between you and us will be in English. We may communicate with you by email and you may communicate with us by email, in accordance with procedures notified to you by us (including security procedures and use of passwords).

- 8.1 You accept that any email correspondence is deemed to have been received at the time we access it. You accept that there may be a delay in responding to correspondence received via email. You also acknowledge and accept the risks inherent in email, particularly of its unauthorised interception and of its not reaching the intended recipient.

8.2 Although we take all reasonable care to ensure all electronic communications and attachments we send to you are free from any known virus or bug, we will not be responsible for any loss or damage resulting from any attack by a third party on our systems, any computer virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programmes, data or other material due to your use of our service.

8.3 We may record and monitor conversations we have with you for training, quality control, security purposes and/or where that is required by our legal and regulatory compliance obligations. We will keep a record of all communications (which may include your personal information) for as long as required by law.

## 9. **Taxation and other costs**

9.1 We do not provide, nor do we accept responsibility for, legal, tax or accounting advice. Tax treatment depends on your individual circumstances and may be subject to change in the future. Please note that taxes and costs may exist that are not paid via us or imposed by us.

9.2 You have sole responsibility for determining if your Contribution, the allocation, use or ownership of SER and/or MCR, the potential appreciation or depreciation in the value of SER and/or MCR over time (if any), the sale and purchase of SER and/or MCR and/or any other action or transaction related to the Seratio Platform and Ethereum Network have tax implications for you. By taking any of these actions, you agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from them.

## 10. **Exclusion from liability**

10.1 None of CCEG, any developers, auditors, contractors or founders and/or the Seratio Platform operators accept any liability in relation to use of, or inability to use SER or MCR or the Seratio Wallet or Software to the maximum extent permitted by law, including as a result of any negligence or breach of contract, so long as such individuals have acted in good faith.

10.2 In addition, you acknowledge that CCEG and the developers, auditors, contractors or founders of SER or MCR or the Seratio Platform are not liable, and you agree not to seek to hold them liable, for the conduct of third parties, including other creators of SER or MCR, or for any regulatory implications or liability associated with or arising from your allocation, ownership or use of SER or MCR or any other action or transaction in relation to the Seratio Platform and/or the Ethereum Network. As such, you acknowledge that the risk of creating, holding and using SER and MCR rests entirely with you.

10.3 Please note, however, that the above does not limit or exclude liability for fraud or death or personal injury.

## 11. **Personal Information**

11.1 For the purposes of these T&Cs, CCEG is the data controller (as that term is defined in the General Data Protection Regulation ("**GDPR**")) of the personal information that you provide to us or which we otherwise process under these T&Cs. This is because CCEG (either acting alone or jointly with others) determines why and how your personal information is processed and otherwise used in connection with your Contribution and SER and MCR token allocation. By personal information, we mean information which, either by itself or when combined with



other information that we hold or which is available to us, can be used to identify you. Our contact details are below if you have any queries about this.

- 11.2 CCEG will use your personal information to liaise with you in relation to your Contributions and SER and MCR token allocation under these T&Cs. CCEG will process the following personal information in connection with your Contribution and SER and/or MCR token allocation and Seratio Wallet: your full name, your contact details (such as your email address). CCEG will process your personal information to administer your Contribution, open a Seratio Wallet for you and for the purpose of the SER and/or MCR token allocation by CCEG. Depending on how you make your Contribution (whether online via [www.seratio-coins.world](http://www.seratio-coins.world) or through a third party) CCEG may collect this personal information directly or indirectly. CCEG may disclose your personal information with third parties including sub-contractors acting on our behalf such as back-up and server hosting providers, our IT software and maintenance providers and member(s) of CCEG's group of companies who are relevant to what we do under these T&Cs. Where CCEG or any such third parties process your personal information outside the European Economic Area, steps will be taken to ensure that adequate levels of protection as are needed under the GDPR apply are maintained.
- 11.3 CCEG may disclose your personal information to any Government or regulatory body, or to law enforcement agencies (such as the police) where required for compliance with laws and/or regulatory requirements, or for the prevention or detection of crime. In addition, CCEG may share your personal information with our legal and professional advisors and with third parties in relation to any business restructuring such as purchasers of our business or assets (as relevant). It may be shared with tax authorities ("HMRC") and with courts where permitted or required under applicable laws.
- 11.4 Under the GDPR you have the right to request from CCEG a copy of any of your personal data that we hold by making a Subject Access Request (**SAR**). You can make a SAR by writing to us by post or by email (see below).
- 11.5 CCEG may use your contact information for marketing its respective similar products or services or those of CCEG's group of companies. Contact may be by SMS text, post, telephone or e-mail subject to appropriate prior consents, where necessary. If at any point you decide that you do not want us to use your information in this way, please let us know by contacting us using the details below. CCEG may share your contact information with companies in its group where it has your consent to do this.

## 12. **Miscellaneous**

- 12.1 The law of England and Wales applies to these T&Cs and any agreement you enter with us under them. Any dispute arising out of or in connection with the contribution, the creation of the SER and MCR and the development and execution of the Seratio Wallet and the Seratio Platform shall be exclusively and finally settled by the ordinary courts of England and Wales.
- 12.2 If any portion of these T&Cs is found illegal or unenforceable, in whole or in part, such provision shall be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions of these T&Cs, which shall continue to be in full force and effect.

- 12.3 The CCEG is registered and operates in the United Kingdom. Consequently, all contributions, the contribution procedure, and transfer of SER and MCR are considered to be executed in the UK.
- 12.4 These T&Cs govern the Contributions, and the allocation, use and holding of SER and/or MCR, and supersede any other public statements about the launch of Seratio Platform and/or SER and/or MCR and /or Private Placement made by anyone.
- 12.5 No other document or communication may modify or add any additional obligations or covenants on us beyond those set forth in these T&Cs document, unless we explicitly state otherwise in that document.
- 12.6 This document is for information purposes only. It does not constitute a prospectus of any sort, is not tended as a solicitation for investment and does not pertain in any way to making a regulated offer of securities in any jurisdiction.
- 12.7 CCEG is not an authorised firm listed by the UK Financial Conduct Authority and neither the contribution nor the SER nor the MCR is offered as an FCA regulated product or service.
- 12.8 Making a Contribution, and/or by receiving, using and holding SER and/or MCR, will in no way create any form of partnership, joint venture or any similar relationship between you, us and/or any other individuals or entities involved with CCEG.
- 12.9 You may not act on behalf of any other natural or legal person when making a Contribution, including but not limited to acting as agent or trustee for or on behalf that other person.
- 12.10 You may not assign or transfer any of your rights or responsibilities in relation to your account with us.
- 12.11 Unless and to the extent we agree otherwise in writing, a person who is not a party to these T&Cs shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

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**Further information**

It is important to us that you understand the terms of your Contribution and receipt of SER and/or MCR. If you have any questions or complaints please let us know by emailing [dataprotection@cceg.org.uk](mailto:dataprotection@cceg.org.uk), or contacting us at Data Protection Team, Bureau 112, UN Innovation, Green Street Northampton UK NN1 1SY, our registered office address.