



Terms of use

Effective: November 1, 2018
Last Updated: November 15, 2018

WELCOME TO THE MOTHERS ("MOTHERS," "Company", "WE," "US" OR "OUR") WEBSITE ("WEBSITE"). THIS AGREEMENT GOVERNS YOUR ACCESS AND USE OF THE WEBSITE.

The Mothers Service is currently under development. Since we have a growing number of services, we sometimes need to describe additional terms for specific services. Those additional terms and conditions, which are available with the relevant services, then become part of your agreement with us if you use those services.

These terms of use agreement ("Agreement") is important and affects your legal rights, so please read it carefully.

The Whitelist Form (or "registration") of your account does not reflect any form of legally binding commitment or obligation on the part of the Company or its affiliates. No contract or agreement providing for any transaction involving any Tokens shall be deemed to exist between the undersigned or the Company or any of its affiliates unless and until final definitive agreements with respect to the Tokens, including a Mothers Contribution Terms (collectively, the "Definitive Agreements"), have been executed and delivered by the Company and, thereafter, only as and to the extent specified therein. The undersigned hereby acknowledges and agrees that (a) the terms in Whitelist Form and Registered Account do not contain all material terms to be part of the Definitive Agreements or otherwise with respect to the proposed issuance of the Tokens (b) no oral agreement, public or private statements or course of conduct or dealings between the undersigned and the Company and its affiliates may be introduced as evidence that there exists a joint venture or partnership or any binding contract or commitment whatsoever between the undersigned and the Company or its affiliates with respect to the Tokens or any other transaction, (c) the undersigned acknowledges and agrees it may not bring (and hereby waives) any claim or action against the Company and any of its affiliates or any of their respective officers, directors, employees, consultants or advisors, including any claim related directly or indirectly to a failure to agree on or enter into any Definitive Agreements, and (d) the undersigned shall be not justified in relying on any provision of this Agreement in connection with any future possible transaction with the Company or its affiliates.

BY VISITING THE WEBSITE, COMPLETING THE ACCOUNT REGISTRATION, VERIFICATION PROCESS OR SUBMITTING THE REGISTRATION FORM, USING THIS WEBSITE AND/OR OUR SERVICES YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING PRIVACY POLICY AND ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES THAT MAYBE PUBLISHED ON THE WEBSITE BY MOTHERS, EACH OF WHICH IS INCORPORATED BY REFERENCE AND EACH OF WHICH MAY BE UPDATED BY US FROM TIME TO TIME WITHOUT NOTICE TO YOU OR LIABILITY FOR SUCH CHANGE. USERS ARE ADVISED TO PERIODICALLY REVIEW THE WEBSITE FOR ANY CHANGES AND CONTACT MOTHERS OR YOUR LEGAL ADVISOR WITH ANY QUESTIONS. IF THERE IS A CONFLICT BETWEEN TWO VERSIONS OF THE TERMS OF USE TO WHICH YOU HAVE AGREED OR BEEN DEEMED TO AGREE, THE MORE RECENT VERSION SHALL TAKE PRECEDENCE UNLESS IT IS EXPRESSLY STATED OTHERWISE.

If you do not agree to this Agreement, you may not access or use the Website or reserve or receive the MOS tokens.

Mothers reserves the right to change or modify this Agreement at any time and in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the Website or updating the "Last Updated" date at the beginning of this Agreement. By continuing to access or use the Website, you confirm your acceptance of the revised Agreement and all of the terms incorporated therein by reference. We encourage you to review the Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Website. If you do not agree to the revised Agreement, you may not access or use the Website.

Our Website does not store, send, or receive MOS. This is because MOS exists only by virtue of the ownership record

maintained on its supporting blockchain. Any transfer of MOS occurs within the supporting blockchain and not on this Website.

1. DEFINITION

"Mothers" refers to a fintech platform dedicated to the upcoming creative class, which finances, promotes and boosts Brands while rewarding its asset-backed token Holders.

"MOS" refers to a non-cash digital assets, and implemented on the Ethereum blockchain (the "Ethereum Platform") as an ERC1400 token, and is intended to be used to satisfy the obligations under Contribution Terms.

"Service" means any service offered on our Platform as determined by Mothers as its sole discretion.

2. PRIVACY POLICY

Please refer to our [Privacy Policy](#) for information about how we collect, use and share information about you.

3. ACCOUNT REGISTRATION, FORM SUBMISSION AND COMMUNICATION PREFERENCES

3.1. By creating a Whitelist application ("Whitelist"), a Token Airdrop form ("Airdrop"), a Token Bounty form ("Bounty") or registering your account either on the Website, or any other Mothers Account registration options ("Account"), you agree to (a) provide accurate, current and complete Whitelist, Airdrop, Bounty or Account information about yourself, (b) maintain and promptly update from time to time as necessary your Whitelist, Airdrop, Bounty or Account information, (c) maintain the security of your password and accept all risks of unauthorized access to your Whitelist, Airdrop, Bounty or Account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Website or your Whitelist, Airdrop, Bounty or Account.

Mothers will block multiple Whitelist, Airdrop, Bounty or Account of the same user. Also, you agree that you will not: (a) create another Whitelist, Airdrop, Bounty or Account if we've disabled one you had, unless you have our written permission first; (b) buy, sell, rent or lease access to your Whitelist, Airdrop, Bounty or Account or username unless you have our written permission first; (c) share your Whitelist, Airdrop, Bounty or Account password with anyone, if applicable; (d) log in or try to log in to access the Website through unauthorized third party applications or clients.

3.2. Mothers may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism.

Mothers may also require you to provide additional information and documents in cases where it has reasons to believe that: (a) Your Account is being used for money laundering or for any other illegal activity; (b) You have concealed or reported false identification information and other details; or in such cases, Mothers in its sole discretion, may freeze your Account until such additional information and documents are reviewed by Mothers and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, Mothers may refuse to provide the access of your Account.

3.3. By creating a Whitelist, Airdrop, Bounty or an Account, you also consent to receive electronic communications from Mothers (e.g., via email or by posting notices to the Website). These communications may include notices about your Whitelist, Airdrop, Bounty or Account (e.g., password changes and other information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

3.4. You must use your own equipment and software necessary to connect to the Website and services, including but not limited to, a mobile device that is suitable to connect with and use Website and services, in cases where the Website offers a mobile component. You are solely responsible for any fees, including Internet connection or mobile

fees, that you incur when accessing the Website or services.

3.5. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Whitelist, Airdrop, Bounty or Account, and you further acknowledge and agree that all rights in and to your Whitelist, Airdrop, Bounty or Account are and shall forever be owned by and inure to the benefit of Mothers.

4. OWNERSHIP

4.1. Unless otherwise indicated in writing by us, the Website and all content and other materials contained therein, including, without limitation, the Mothers logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of Mothers or our affiliates, licensors or users, as applicable.

4.2. Notwithstanding anything to the contrary in this Agreement, the Website and Content may include software components provided by Mothers or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

4.3. The Mothers logo and any Mothers product or service names, logos or slogans that may appear on the Website or Service are trademarks of Mothers or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "MOS" or any other name, trademark or product or service name of Mothers or our affiliates without our prior written permission. In addition, the look and feel of the Website and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Mothers and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and Mothers names or logos mentioned on the Website are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Mothers.

5. LICENSE TO ACCESS AND USE OUR WEBSITE AND CONTENT

You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable license to access and use the Website and Content. However, such license is subject to this Agreement and does not include any right to (a) sell, resell or use commercially the Website or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Website or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Website or Content, except as expressly permitted by us, and (f) use the Website or Content other than for their intended purposes.

6. HYPERLINKS

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Website for noncommercial purposes, provided that such link does not portray Mothers or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking Website does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a MOS logo or other proprietary graphic of Mothers to link to the Website or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Mothers trademark, logo or other proprietary information, including the images found on the Website, the content of any text or the layout or design of any page, or form contained on a page, on the Website without our express written consent.

7. THIRD-PARTY SERVICES

The Website may contain links to third-party Websites ("Third-Party Websites") and applications ("Third-Party Applications"). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our Website and are subject to the Agreement and conditions (including privacy policies) of another Website or destination. Such Third-Party Websites and Third-Party Applications and are not under the

control of Mothers. Mothers is not responsible for any Third-Party Websites or Third-Party Applications. Mothers provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our Website, our Agreement and policies no longer govern. You should review applicable agreement and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

8. USER CONDUCT

You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Website. You agree that you will abide by this Agreement and will not:

- a. Provide false or misleading information to Mothers;
- b. Use or attempt to use another user's Account without authorization from such user and Mothers;
- c. Use the Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Website, or that could damage, disable, overburden or impair the functioning of the Website;
- d. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Website;
- e. Reverse engineer any aspect of the Website, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Service, area or code of the Website;
- f. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Website that you are not authorized to access;
- g. Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Website, extract data or otherwise interfere with or modify the rendering of Website pages or functionality;
- h. Use data collected from our Website to contact individuals, companies, or other persons or entities;
- i. Use data collected from our Website for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- j. Bypass or ignore instructions that control all automated access to the Website; or
- k. Use the Website for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates this Agreement.
- l. Use the Ethereum Platform to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Ethereum Platform.

9. FEEDBACK

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Mothers or the Website (collectively, "Feedback"). You agree that submission of Feedback is at your own risk and that Mothers has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant Mothers a fully paid, royalty-free, perpetual, irrevocable, worldwide, nonexclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights in connection with the operation and maintenance of the Website.

10. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Mothers, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Mothers Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to

property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Website or Content, (b) any Feedback you provide, (c) your violation of this Agreement, and (d) your violation of the rights of a third party, including another user. You agree to promptly notify Mothers of any third-party Claims and cooperate with the Mothers Parties in defending such Claims. You further agree that the Mothers Parties shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND MOTHERS.

11. WEBSITE DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY MOTHERS, THE WEBSITE CONTENT CONTAINED THEREIN, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. MOTHERS (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE WEBSITE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. MOTHERS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE WEBSITE, AND CONTENT CONTAINED THEREIN. MOTHERS DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE WEBSITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. YOU ACKNOWLEDGE THAT WE HAVE NO CONTROL OVER, AND NO DUTY TO TAKE ANY ACTION REGARDING: WHAT EFFECTS THE CONTENT MAY HAVE ON YOU; HOW YOU MAY INTERPRET OR USE THE CONTENT; OR WHAT ACTIONS YOU MAY TAKE AS A RESULT OF HAVING BEEN EXPOSED TO THE CONTENT. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE WEBSITE. WHILE MOTHERS ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE WEBSITE, AND CONTENT, MOTHERS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, CONTENT, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

Malicious actors may potentially access information such as name, photo, description, and members of your recovery network, presenting both disclosure and potential security risks. These warnings and others later provided by us in no way evidence or represent an on-going duty to alert you to all of the potential risks of utilizing the Service or Content.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY ; RELEASE

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MOTHERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE WEBSITES, PRODUCTS OR THIRD PARTY WEBSITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF MOTHERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE WEBSITES, PRODUCTS OR THIRD-PARTY WEBSITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF MOTHERS FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A MEMBER OF MOTHERS'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A MEMBER OF MOTHERS'S FRAUD OR

FRAUDULENT MISREPRESENTATION.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

13. MODIFICATIONS TO THE WEBSITE

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Websites (or any features or parts thereof).

14. GOVERNING LAW AND VENUE

This Agreement, your access to and use of the Websites and Content, shall be governed by and construed and enforced in accordance with the laws of Switzerland, without regard to conflict of law rules or principles of the Country of Switzerland, or any other jurisdiction that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that cannot be subject to arbitration or be heard in small claims court, shall be resolved in the courts of Switzerland.

15. TERMINATION

Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Website at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

16. SEVERABILITY

If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

17. SURVIVAL

The following sections will survive the expiration or termination of this Agreement and the termination of your Account: all defined terms and all sections.

18. MISCELLANEOUS

This Agreement along with the MOS Token Contribution Terms constitutes the entire agreement between you and Mothers relating to your access to and use of the Websites and Content, and your allocation and use of the MOS. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Mothers, concurrent or subsequent circumstance, and Mothers' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

END OF AGREEMENT