

Token Issue Terms and Conditions

Last updated April 18, 2023

1. Definitions

1.1 Below is a list of definitions of words used in these terms and conditions.

COL:	A utility token from Colecti's platform
Colecti:	Colecti B.V., as described in Article 3.
Participant:	The person who participates in Token issuance.
Platform:	The environment at www.colecti.com where NFTs can be created and traded.
Token Issue/issuance:	COL's Token Issue as defined in Article 4
Terms and Conditions:	The terms and conditions for Token issuance as accessed and saved at http://www.colecti.com/tokensaleterms
Wallet	Lisk Wallet, or any other "third party non-custodial crypto wallet" that one can use to manage LSK tokens with a specific deposit address.
Website	www.colecti.com
Whitepaper	Whitepaper regarding Colecti, available at www.colecti.com/whitepaper

2. About these Terms

- 2.1 References in these Terms to "we," "us" and/or "our" mean Colecti.
- 2.2 When you sign up for, or participate in Token issuance, you accept these Terms and Conditions and any other terms and conditions applicable to Colecti's services.
- 2.3 If anything in these Terms is (or becomes) invalid or unenforceable: it will still be enforced to the fullest extent permitted by law and you will still be bound by all other content of these Terms.
- 2.4 The Dutch version of these Terms is the original. If there is a dispute over the Terms, or if there are discrepancies between the Terms in Dutch and those in another language, the Terms in Dutch will prevail.

3. About Colecti.com

- 3.1 Company data
Name: Colecti B.V.
Located in the municipality of Utrechtse Heuvelrug
Chamber of Commerce number: 85844128
email address: hq@colecti.com
- 3.2 Colecti was created to develop and maintain a user-friendly and easy-to-navigate platform, with an intuitive interface that makes it easy to buy, sell and trade NFTs.
- 3.3 Colecti is expressly not a provider of exchange services between virtual currency and (fiat) currency or a wallet administrator or administrator of login credentials required to access virtual currency.
- 3.4 Colecti is expressly not a financial institution and is not supervised by a financial regulator. Colecti does not offer regulated financial services, such as investment services, fund management or investment advice. None of the information or analysis presented here is intended as a basis for an investment decision. There are no specific recommendations and Colecti does not and will not offer any investment or financial products.

4. Token issue

- 4.1 Colecti intends to create 250,000,000 COL (tokens) on a date to be determined. Part of this COL, namely up to 40% will be made available in the Token Issue.
- 4.2 During Token issuance, tokens will be issued to holders who are/were already in possession of an LSK Wallet on April 24, 2023.
- 4.3 The conversion ratio of the Token is fixed and linked to LSK: in the first round (community

round), the conversion ratio is: 1 COL = 0.025 LSK.

- 4.4 The COL is received in the Wallet that you used for the token issuance. It is not possible to receive the COL in another Wallet.
- 4.5 By participating in the Token issuance and conversion of LSK, you will receive a personalized link to your dashboard at the email address you provide. On the dashboard you can view the status of your participation.
- 4.6 Participation in Token issuance is final. COL received is non-refundable.
- 4.7 The possession and use of COL and thus participation in Token issuance is not for speculative use.
- 4.8 The Token Issue, COL and/or Colecti's services do not qualify as investment advice, are not a security or investment product. Any action, notice, communication, message, decision, management action or omission of the foregoing shall also not be understood and construed as such. The Token Issue is also not an offering of equity or debt and is not subject to any prospectus regulation.
- 4.9 For further information regarding Token issuance, please refer to the [Whitepaper](#).

5. Requirements for participation

- 5.1 You must be in possession of a Wallet. You can only participate in token issuance with a Wallet whose private keys you own. It is not possible to use an exchange's Wallet to participate in the token issue.
- 5.2 You must be of legal age (18 in the Netherlands) to participate in the Token Issue. By accepting these Terms you confirm that you are of age and you have power to dispose/are authorized to participate in the Token Issue.
- 5.3 If you participate as a legal entity or natural person acting in the exercise of a profession or business, you warrant that: a) the legal entity/personal company is legal and complies with the laws and regulations applicable to it, b) you are legally authorized to represent the legal entity/personal company.
- 5.4 By accepting these terms and conditions, you declare that nor you, nor the legal entity/partnership, nor the beneficial owner thereof are/is resident or established in any (international) sanctions country or the United States of America.
- 5.5 You represent and warrant that you are purchasing COL for your own personal use and not for investment or financial purposes.
- 5.6 You certify that your participation in the Token Issue, or at least your purchase of COL will not be used for illegal activities, including but not limited to money laundering and terrorist financing.
- 5.7 You represent and warrant that you do not consider COL to be a security and that you understand that COL may lose its value entirely. You further represent, warrant and accept and agree that you are not purchasing COL as an investment and that you are aware of all other risks arising from holding COL, whether or not as specified in these Terms.
- 5.8 By participating in the Token Issue and accepting these terms and conditions, you expressly agree and warrant that you will not use COL if its use is not legal within the jurisdiction applicable to you.
- 5.9 You expressly agree that COL may be materially, technically, commercially or otherwise modified or updated at any time for any reason, and you authorize Colecti to do so.
- 5.10 Participation in the Token Issue is only intended/appropriate for parties that have extensive experience with cryptocurrencies, blockchain systems and blockchain services, you must establish that you meet this requirement yourself.
- 5.11 You expressly acknowledge and declare that you have carefully read these Terms and Conditions and fully understand the risks, costs and benefits of acquiring this token and that you fully understand the risks of Token issuance and the mechanism relating to the use and safekeeping of tokens.

6. Verification of participant

- 6.1 To participate in Token issuance, we must verify your identity. To do so, you must provide your (full) name, your email address and your Wallet address.
- 6.2 By accepting these terms, you agree to Colecti processing and verifying your data.
- 6.3 Only after successful verification, can you participate in Token issuance.

7. Wallet

7.1 Colecti bears no responsibility for the use of the Wallet in which you receive COL. Colecti also bears no responsibility for risks of breach, hacks, attacks or other defects related to relevant Wallet in any sense.

8. COL

- 8.1 COL is a utility token that can be used exclusively on Colecti's Platform. Please refer to the [Whitepaper](#) for the capabilities of COL.
- 8.2 Possession of COL does not provide any guarantee or security. It gives no right to participate in Colecti or its platform.
- 8.3 Colecti is not responsible for loss of COL or situations that make it impossible to access COL.
- 8.4 To the extent that copyrights or other intellectual property rights exist on the COL, the Colecti platform, the website, software, know-how and so on, these rights belong exclusively to Colecti. Participation in the Token Issue or acceptance of these terms and conditions makes no difference.
- 8.5 Colecti makes no guarantees regarding the value of COL and explicitly cautions participants that there is no reason to believe that COL will increase in value. COL may also decline in value or lose its value entirely.
- 8.6 COL are unregulated.
- 8.7 There is a legal risk that COL may now or in the future - whether due to changed laws and regulations or otherwise - qualify as a share or security in some jurisdictions. Colecti makes no guarantee that COL will or will not now or in the future qualify as a share or security. You bear the legal and financial consequences of qualifying COL yourself. It is your duty to check whether participation in the Token Issue, or possession of COL, is legal in your jurisdiction and to ascertain the financial and tax consequences to you of owning COL.
- 8.8 In case of changes in laws and regulations that might affect COL/Colecti, Colecti reserves the right to change its services, the Website/Platform and (the applicability of) COL.

9. Liability Colecti

- 9.1 Neither Colecti, nor any of its affiliates or parties, shall be liable in any way for any damages resulting from participation in the Token issuance, or possession, or at least loss of COL, nor for damages resulting from processing your data for verification. Not for direct, nor for indirect damages.
- 9.2 Colecti is also not liable for damages resulting from the dysfunction of its website/platform. Participation in the Token issue and the use of Colecti's website/platform is entirely at the Participant's expense and risk.
- 9.3 You shall indemnify Colecti and its affiliated person and/or party against any claims relating to or arising out of your use of Colecti's services, including participation in the Token Issue, use of the Website/Platform and possession of COL, or violation of these Terms. You must immediately notify Colecti of any potential claims along the above lines. Colecti will defend itself at its sole discretion, with all related costs to be reimbursed by you.
- 9.4 Colecti's services may contain links to third-party websites. Colecti is not responsible for the content of third-party websites.

10. Privacy and cookies

- 10.1 If you participate in the Token Issue, please read our [Privacy and Cookie Statement](#) for more information about privacy, cookies and how we may contact you and process your data.

11. Terms

- 11.1 By participating in the Token Issue and using our services, you are bound by the latest version of our Terms and Conditions. You are aware that Colecti may change the Terms and Conditions it uses at any time, at its sole discretion and without notice. Changes are effective immediately upon posting on our website. Use of our services constitutes acceptance of the applicable terms and conditions.
- 11.2 Colecti reserves the right to deny, terminate or suspend your access to participate in the Token Issue, its services/Website, without prior notice to you, as well as delete your data.

12. Applicable law and forum

- 12.1 To the extent permitted by mandatory local (consumer) law, these Terms and our services are governed exclusively by Dutch law.

12.2 To the extent permitted by mandatory local (consumer) law, any dispute shall be settled exclusively by the District Court Midden-Nederland, location Utrecht.
