

HARBOR

Terms and Conditions

Last Updated: 22th of July 2018

Please read carefully these Terms and Conditions (hereinafter – the “**Terms**”) before using a website “<https://toharbor.com/>” (hereinafter – the “**Website**”), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. Harbor will issue its internal ERC20 digital tokens called Harbor Token (hereinafter – the “**HBR**”) which will be used as Harbor-platform currency for all the software and digital asset trading contracts integrated with a Harbor-marketplace distribution protocol, as well as to Harbor financial service. If you intend to hold Harbor tokens (hereinafter – the “**HBR**”) from the Harbor UAICO (hereinafter – the “**UAICO**”), you should also read these Terms and accept them. If you do not agree with these Terms, you shall not use the Website or exchange HBR.

1. DEFINITIONS

1.1. Agreement– these Terms and all other operating rules, policies, and procedures that may be issued by Harbor and published from time to time on the Website.

1.2. Block-chain – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

1.3. Ethereum Smart Contracts– account holding objects on the Ethereum Block-chain , which contain code functions and can interact with other contracts, make decisions, store data, and send “ether” to others.

1.4. Harbor UAICO, UAICO – a restricted offering to an eligible participant only from Nov 13, 2017, to Dec 13, 2017, When a participant in the campaign of project support and receive Harbor token(HBR).

1.5. Harbor token – cryptographic tokens, which are software product (digital resources), created by the Website Owner currency and means to Harbor-platform payment

1.6. participants, User, you – anyone who uses the Website.

1.7. Website- the website maintained by Harbor at .

1.8. Website Owner, Harbor, Company, we, us – decentralized public system for software and digital asset trading named Harbor which shall consist of (1) connect participants and operator and expressed in a system of Ethereum Smart Contracts and (2) a system that can provide license management and payment and financial service. in in the jurisdiction of Singapore. Harbor is platform oriented and services can be extended
In no way shall Harbor be deemed a partner, employer or agent for any participants or

providing any financial services thereto.

2. GENERAL INFORMATION

2.1 These Terms are a legally binding Agreement between you, the participants (hereinafter – “**You**”, the “**User**”, the “ **participant** ”), on the one part, and the Website Owner, on the other part, also individually referred to as a “**Party**” and collectively as the “ **participant** ”.

2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users, either taking a part in the UAICO or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of contribution of Harbor protect

2.3 By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4 These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5 The User acknowledges and accepts that:

these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner’s sole discretion, by updating this posting at the “Last Updated” section; the User’s continued use of the Website after the amendments etc. shall constitute the User’s consent hereto and acceptance hereof;

the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.

2.6 By using this Website, you covenant, represent, and warrant that:

you are of an age of majority to enter into these Terms, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;

you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and exchange and use), Crypto-currencies and Block-chain -based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;

you have necessary and relevant experience and knowledge to deal with cryptographic tokens, Crypto-currencies and Block-chain -based systems, as well as you have full understanding of their framework.

2.7 Also, if you are using the Website on behalf of any entity: (a) you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity; and (b) references to "you" in these Terms refer to you and such entity, jointly.

2.8 You shall not use the Website if you are prohibited under the applicable law from using it. Any User that is in any manner limited or prohibited from the purchase, exchange, possession, transfer, use or other transaction involving any amount of HBR under the applicable law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

CONFIDENTIALITY OF THE TRANSMISSION OF INFORMATION OVER THE

INTERNET

3.1 The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, Harbor does not assume any liability, without limitation, for any damage you and the User may experience or costs you and the User may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Website or e-mail with Harbor containing yours and the User's personal information. While Harbor will take commercially reasonable efforts to safeguard the privacy of the information provided to Harbor (if any) and will treat such information in accordance with Harbor Privacy Policy, in no event will the information provided to Website be deemed to be confidential, create any fiduciary obligations for Website, or result in any liability for Website in the event that such information is negligently released by Website or accessed by third parties without our consent.

4. THIRD-PARTY WEBSITES AND SERVICES

4.1 The pages of the Website may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by the Harbor management. In addition, the Harbor does not guarantee their safety and conformity with any User expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.

4.2 The Harbor assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

5. COPYRIGHT OF FEEDBACK MATERIALS

5.1. You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding Harbor or the Website (collectively, "**Feedback**") that are provided by you, whether by email, posting through the Website or otherwise, are non-confidential and will become the sole property of Harbor. Harbor will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

6. CONDUCT AND OBLIGATIONS

6.1. In connection with your use of the Website, you will not: Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are required to be a member through your use of the Website; Provide false, inaccurate or misleading information; Infringe upon Harbor/Website or any third party's copyright, patent, trademark, or intellectual property rights; Distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters; Reverse engineer or disassemble any aspect of the Website in an effort to access any source code, underlying ideas and concepts, and algorithms; Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; Transmit or upload any material to the Website that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; Otherwise attempt to gain unauthorized access to the website, other Harbor systems, computer systems or networks connected to the Website, through password mining or any other means; or Transfer any rights granted to you under these Terms.

7. OWNERSHIP OF FUNDS

7.1 The User certify to us that any funds used by the User in connection with the Website are either owned by him or that the User are validly authorized to taking part in a UAICO using such funds.

8. INDEMNIFICATION

8.1 To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold Harbor and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Harbor arising out of a breach of any warranty, representation, or obligation hereunder.

You expressly waive any rights you may have under the applicable law as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this indemnification.

9. TAXES

9.1 The exchange price that you exchange for HBR is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your exchange of HBR, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your exchange of HBR.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY

10.1 This website and the HBR are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your use of the website and exchange of any amount of the HBR and their use.

10.2 You hereby expressly agree that, to the maximum extent permitted by the applicable law, the website owner does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this website or the material, information, software, facilities, services or content on this website, from exchange of the HBR by the participant, regardless of the basis, upon which the liability is claimed and even if website owner has been advised of the possibility of such loss or damage.

10.3 You understand and agree that the website owner shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the HBR or eths. To the extent allowable pursuant to applicable law of regulation, the exchange of the HBR by the participant from the operator is final, and thus there are no refunds and/or cancellations. You understand and expressly agrees that the website owner shall not guaranty in any way that the HBR might be sold or transferred during or after the UAICO

10.4 If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of this website and use and exchanging of the HBR, and that the website owner should not accept any liability for any illegal or unauthorized use of this website and use and exchanging of the HBR.

You agree to be solely responsible for any applicable taxes imposed on tokens purchased hereunder.

10.5 The website owner does not warrant or represent that any information on the website is accurate or reliable or that the website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Website owner shall not be liable for uninterpreted availability of the website at all times, in all countries and/or all geographic locations, or at any given time.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with participants, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of issue and exchange of the HBR and his activities generally.

11.2 In no way shall these Terms entitle the User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Harbor and is protected by the Intellectual Property Rights and fair competition laws.

11.3 There are no implied licenses under these Terms, and any rights not expressly granted to the User hereunder are reserved by the Harbor.

12. JURISDICTION AND DISPUTE RESOLUTION

12.1 All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of Singapore.

12.2. Any controversy or claim (collectively, "Disputes") arising out of or relating to this Agreement or the breach thereof, shall be settled by binding arbitration administered by Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") in accordance with its rules, and judgment upon the award rendered by the arbitrator(s) (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court) may be entered in any court having jurisdiction thereof. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including,

without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Harbor (a) waive your and Harbor's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (b) waive your and Harbor's respective rights to a jury trial.

12.3 To resolve any Dispute, controversy or claim between the Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than Sixty(60) days following written notification of such controversy or claim to the other Party. Notice to Company shall be sent by e-mail to Company at support@toharbor.com. Notice to you shall be by email to the then-current email address in your notice. Your notice must include (a) your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. If you and Harbor cannot agree how to resolve the Dispute within Sixty (60) days after the date notice is received by the applicable Party, then either you or Harbor may, as appropriate and in accordance with this Section 12, commence arbitration

Proceeding or, to the extent specifically provided for in Section 12.2, file a claim in court in the Republic of Singapore.

12.4 Any Dispute arising out of or related to these Terms is personal to you and Harbor and will be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. A Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals as well as to resolve a Dispute as a representative of another individual or group of individuals.

12.5 The arbitration hearing and all proceedings in connection therewith including all other operating rules, policies, and procedures that may be issued by Harbor and published from time to time on the Website and any questions its existence, validity or termination shall take place in binding arbitration in Singapore.

The governing law of these Terms (including all other operating rules, policies, and procedures that may be issued by Harbor and published from time to time on the Website) shall be the substantive law of the Republic of Singapore, without regard to conflict of law rules or principles (whether of the Republic of Singapore or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. (Except for the provisions of 12.4) The language of the arbitration shall be Korea and English.

12.7 If any term, clause or provision of this Section 12 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 12 will remain valid and enforceable.

13. TERMINATION AND SUSPENSION

13.1 *Notwithstanding* Anything contained in these Terms, we reserve the right, without notice and at our sole discretion, to terminate these Terms or suspend your

right to access the Website. You may terminate these Terms without notice by discontinuing use of the Website. All rights and licenses granted to you under these Terms will immediately be revoked upon our termination of these Terms or our suspension of your access to the Website, and you must immediately submit payment for any fees payable to Harbor under these Terms.

14. MISCELLANEOUS

14.1 *Entire Agreement.* These Terms is intended to fully reflect the terms of the original agreement between the Parties. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

14.2 *Severability.* If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

14.3 *Assignment.* The Harbor may, at its sole discretion, assign its rights and/or delegate its duties under these Terms. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Harbor, which the Harbor may withhold at its sole discretion, shall be void.

14.4 The User may send any questions regarding the use of the Website or regarding these Terms via e-mail at .