Harbor

Terms of Token Offer

Last updated: 22th of July 2018

Please read carefully these terms of token offer (hereinafter – the "**terms**") before exchanging Harbor token, as they affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with these terms, you shall not exchange Ether(hereinafter – the "**ETH**") for Harbor token. By changing ETH into Harbor token during UAICO period from foundation, in the jurisdiction of Singapore，(hereinafter – the "**operator**"), you (hereinafter – the " **participant**") will be bound by these terms, and thus your change of Harbor token is subject to these terms.

Each of the participant and the operator is a "**party**," and together the "**parties**".

Recitals

Whereas, The operator will develop a decentralized application marketplace named Harbor which shall consist of (1) a system that can provide software license management and (2) an open market system that enables the purchase of block-based network-based software

Whereas, The operator will issue its internal erc20 digital tokens called Harbor token (hereinafter – the "HBR") which will be used as in-app currency for all the software purchase contracts integrated with a decentralized application marketplace, as well as to be used for Harbor finance system;and

Whereas, All ETH are stored in the Smart Contract. HBR is issued at exchange rate, and HBR can be issued with various currencies other than ETH

Whereas, All HBR can be exchanged for exchange rates with assets stored in smart contracts. terms of the exchange may be changed. the terms of the exchange may be changed.

Whereas,The operator may holds token exchange campaign (hereinafter – the "**token exchange or UAICO**") at anytime (hereinafter – the "**token exchange period or UAICO period** ", the " **exchange period** ") to raise funds for further development of the Harbor-platform. The token exchange will also can reopen another condition; and

Whereas, If the UAICO does not reach the target amount or the operator thinks it is necessary, the end date can be postponed. ;and

Whereas, The participant is willing to change the Harbor token pursuant to the terms and conditions set forth herein.

Now therefore, In consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **Use of Harbor token.** The participant understands and accepts that the Harbor token may be used as in-app currency and as means to power Harbor-platform system only. He/she understands and accepts that ownership of the Harbor token in no way grants any rights, express or implied, other than the right to use the Harbor token as in-app currency for all the software purchase contracts integrated with a decentralized application marketplace, as well as to be used for Harbor finance system. The participant expressly agrees that the Harbor token are not securities, are not registered with any government entity as the securities, and shall not be
Considered as such, are not intended to be a digital currency, commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. The operator has prepared whitepaper to describe matters related to decentralized application marketplace named Harbor, included, but not limited to, any technological aspects and software matters.

2. **Scope of terms.** The participant hereunder commits to exchange ETH for Harbor token and the operator hereby expressly agrees to exchange ETH for Harbor token for participant's eth. In order to do so the participant will transfer payment as set forth herein and the operator will allocate an amount of Harbor token which is 70% of the issuance to the ETH-address of the participant once the Harbor token issuance ends. Unless otherwise stated herein, these terms of token offer govern the only exchange of Harbor token by the participant from the operator during the UAICO period. The use of Harbor token and relations between the parties may be governed by any other applicable terms and policies.

3. **Acceptance, exchange condition, and exchange.** By exchanging ETH for Harbor token hereunder, the participant expressly accepts all terms and conditions described herein and agree to be bound thereby and comply therewith. For 1 ETH the participant will be able to exchange ETH for the following amount of Harbor token: (1) 1 ETH issues an HBR of 30000, (2)HBR of 21000 is distributed to the participants, (3) 9000 HBR is distributed to the founders for develop and founder stakes (4) provide a 5% bonus to participants for 3 days after UAICO starts. (5) provide a 3% bonus to participants for 12 days after UAICO starts. (6) operator can cancel or withdraw the bonus payment.

Harbor-UAICO-address will be disclosed to investor who have completed KYC process
The schedule and conditions for UAICO will be announced on the website..

4. **Other conditions of Harbor token exchange.** The operator will issue Harbor token once token exchange ends. During the UAICO period, the operator is willing to offer 60% of total amount of the Harbor token, which will be issued by the operator the token distribution will be carried out using specially deployed the token exchange Smart Contract. The participant may be required to manually set his/her wallet to watch the token exchange Smart to receive Harbor token after their issuance by the operator which shall be made after the operator's token exchange ends. The participant may participate Harbor UAICO via any Ethereum client. But use of any online exchange services (e.g., kraken, Coinbase, Poloniex and any other.), as well as use of Jaxx and multi-signature-wallets will lead to the loss of all eth paid hereunder. The Harbor token exchanged during the UAICO may be sold and transferred by the user at any time after the UAICO via cryptocurrency exchanges, if the Harbor token are listed on any (whether to list Harbor token on cryptocurrency exchanges or not is at the discretion of cryptocurrency exchanges).
To the extent allowable pursuant to applicable law of regulation, the exchange of the Harbor token by the participant from the operator is final, and thus there are no refunds and/or cancellations.

5. **Campaign participate limitations.** United States citizens and residents are not eligible to participate in the token exchange. The participant is only allowed to exchange ETH for Harbor token if and he/she covenants, represents, and warrants that he/she is neither a U.S. citizen or permanent resident of the United States, nor does he/she has a primary residence or domicile in the United States, including Puerto Rico, the U.S. virgin islands, and any other possessions of the United States. In order to exchange ETH for Harbor tokens, the participant covenants, represents, and warrants that none of the owners of the company, of which you are an authorized officer, are U.S. citizen or permanent resident of the United States, nor does he/she have a primary residence or domicile in the United States, including Puerto Rico, the U.S. virgin islands, and any other possessions of the United States. The operator shall reserve the right to refuse exchanging Harbor token to anyone who does not meet criteria necessary for their exchanging, as set out hereunder and by the applicable law. In particular, the operator may refuse exchanging Harbor token to U.S citizens, permanent residents of the United States and those users who do not meet any other criteria specified herein. It is also forbidden to exchange Harbor token using funds came from illegal or unethical sources. And by exchanging Harbor token hereunder, the participant represents and warrants that his/her funds in no way came from illegal or unethical sources, that the participant is not using any proceeds of criminal or illegal activity, and that no transaction involving Harbor token are being used to facilitate any criminal or illegal activity. It may also limit the UAICO's participation to citizens of other countries.

6. **Representations and warranties.** By exchanging Harbor token, the participant represents and warrants that:

(a) he/she has read and understand these terms, Harbor terms and conditions (available at) and Harbor privacy policy (available at), as well as the client's whitepaper (available at website);

(b) he/she is 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 the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;

(c) he/she will be solely responsible for any applicable taxes imposed on the Harbor token exchanged hereunder;

(d) he/she has in-depth knowledge and deep understanding of the crypto market, block-chain-based systems, and crypto-currencies, as well as obtained sufficient information about the participant and Harbor token to confirm these terms, and thus to exchange Harbor token;

(a) he/she is aware of and knows how to manage all the merits, risks and any restrictions associated with crypto market, block-chain-based systems and crypto-currencies;

(b) he/she understands that crypto market is highly speculative and volatile in nature and that these terms is in no way an investment advice or an offer to invest, as well as he/she is not changing Harbor token for any investment, speculative or other financial purposes.

7. **Acknowledgment and assumption of risks.** by exchanging of the Harbor token, the participant represents/warrants and accepts that:

(a) There are certain risks associated with changing Harbor token, holding Harbor token, and using Harbor token. By exchanging Harbor token, the participant expressly acknowledge and assume such risks, including, but not limited to, risk of losing access to tokens due to loss of private key(s), risks associated with the Ethereum protocol, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for tokens, etc.;

(b) that Smart Contract is still in an early development stage and unproven, why there is no warranty that the process for creating Harbor token will be uninterrupted or error-free and why there is an inherent risk that the Smart Contract system could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of eth and/or

Harbor token;

(c) that the block-chain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, block-chain technology based applications, which may be contrary to the current setup of the Smart Contract system and which may, inter alia, result in substantial modifications of the Smart Contract system and/or the Harbor token protocol, including its termination and the loss of Harbor token for the participant.

8. **Disclaimer of warranties and limitation of liability.** The Harbor token are to be 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 exchanging of any amount of the Harbor token and their use. The participant hereby expressly agrees that, to the maximum extent permitted by the applicable law, the operator 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, as
Well as from changing of the Harbor token, regardless of the basis, upon which the liability is claimed and even if the operator has been advised of the possibility of such loss or damage. The participant understands and agrees that the operator shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the Harbor token. The participant understands and expressly agrees that the operator shall not guaranty in any way that the Harbor token might be sold or transferred during or after the UAICO. If applicable law does not allow all or any part of the above limitation of liability to apply to the participant, the limitations will apply to the participant only to the extent permitted by applicable law. The participant understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning changing of the Harbor token, and that the operator should not accept any liability for any illegal or unauthorized changing of the Harbor token. The participant agrees to be solely responsible for any applicable taxes imposed on tokens changed hereunder.

9. **Indemnification.** to the extent allowable pursuant to applicable law, the participant shall indemnify, defend, and hold the operator and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against 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 participant arising out of a breach of any warranty, representation, or obligation hereunder.

10. **Intellectual property rights.** The operator 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 exchanging of the Harbor token and his activities generally. In no way shall these terms entitle the participant for any intellectual property of the operator. There are no implied licenses under these terms, and any rights not expressly granted to the participant hereunder are reserved by the operator.

11. **Jurisdiction and dispute resolution.** 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. 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 Center ("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. 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 (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 (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 11, commence an arbitration proceeding or, to the extent specifically provided for in section 11, file a claim in court in the republic of Singapore. 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. 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. The language of the arbitration shall be English or Korean. If any term, clause or provision of this section 11 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 11 will remain valid and enforceable.

Disputes arising from Harbor UAICO and token distribution and recruitment of project participants must be filed by the Singapore republic court under the Singapore law. However, other issues related to development and operation that occur after UAICO can be claimed by Korean law in Korean courts.

12. **Miscellaneous.** These terms constitute the entire agreement between the participant and the operator relating to the participant's change of the Harbor token from the participant during the UAICO period. 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. 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. The operator may assign the operator's rights and obligations under these terms. Any notice or other communication given or made under these terms shall

be and may be delivered in electronic form. At any time, the operator may make changes to these terms as reasonably required to comply with applicable law or regulation. In cases of changes, the amended terms will be published on, "last updated" date above will be updated as well. The amended terms will be effective immediately. In no way, the operator shall be liable for any delay or failure to perform any obligations under these terms as a result of a cause beyond the operator's reasonable control. These terms and exchanging of the Harbor token by the participant in no way create any exclusive relationship between the participant and the operator nor any partnership, joint venture, employment or agency.