

Please read carefully these Terms and Conditions (here in after – the “Terms”) before using a website <http://centaure.io/> (here in after – the “Website”), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. If you want to participate in the Centaure Token Initial Coin Offering (hereinafter –the “ICO”), you should also read these Terms and accept them. If you do not agree with these Terms, you shall not use the Website or buy Centaure Tokens (hereinafter – the “CEN”).

CEN tokens distribute by Token Sale Company are not refundable, nor are they securities or for speculation. There is no promise of future performance. There is no suggestion or promise that Token has or will hold a particular value. Tokens given or rights in the company and do not represent participation in the company. Tokens are sold as a functional good. Any value received by company may be spent without conditions. Tokens are meant only for experts in cryptographic tokens and blockchain - based software systems.

## 1. DEFINITIONS

1.1. Account – a User’s account on the Website, which is created and used to buy CEN. A User receives the access to an Account upon registration on the Website <http://centaure.io/>. Only authorized Users have a right to buy CEN on the terms provided herein.

1.2. Agreement – these Terms and all other operating rules, policies, and procedures that are published on the Website (including privacy policy, cookie policy etc.).

1.3. Ethereum or ETH – a consensus network that enables a new payment system and a completely digital money; the decentralized payment network that is powered by its users with no central authority or middlemen.

1.4. Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.

1.5. Centaure Token Initial Coin Offering – the period, when the User is able to buy CEN.

1.6. CEN. – cryptographic token, which is a software product (digital resources), created by the Company as a proof of membership of their holders in the Centaure Token system (system,not legal entity). CEN is not similar to securities, and shall not be considered as such. They are tokens that will be used on new platform Centaure.

1.7. User, you – anyone who uses the Website, with or without prior registration and authorization.

1.8. Website, the Company, Centaure token, we, us – collectively refer to the internet website [centaure.io](http://centaure.io) and the corporate entity Cenature LLC registered under the laws of Azerbaijan. In no way shall the company be deemed a partner, employer or agent for any User or providing any financial services there to.

1.9. Website – [centaure.io](http://centaure.io)

## 2. GENERAL INFORMATION.

2.1. These Terms are a legally binding Agreement between you, the User, on the one part, and the Company, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

2.2. These Terms define basic mutual rights and obligations of the Company and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the CEN.

2.3. By using the Website, the Users accept these Terms in full and agree to be bound there by and comply there with.

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:

2.6. These Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at The Company’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 here to and acceptance hereof;-the Company 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.

2.7. By using this Website, you covenant, represent, and warrant that: you are of an age of majority to enter into this Agreement, 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 here with;- you are aware of all the merits, risks and any restrictions associated with cryptographic tokens ( their buying and use ), cryptocurrencies and Blockchain -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, cryptocurrencies and Blockchain - based systems, as well as you have full understanding of their framework

2.8. You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the CEN exist under the applicable law, we persistently recommend you not to use this Website and not to buy CEN.

## 3. SALE OF Centaure Tokens

3.1. You may purchase the CEN within the period of Centaure Token Initial Coin Offering set out herein and after on different exchanges.

3.2. No Stage ICO starts May 10, 2018 and lasts 60 days. During the No Stage ICO the Company is going to sell 2,500,000 CEN, which will define the further parameters for the next ICO steps. The Price of Centaure tokens in the No Stage ICO is set to 0.0002 ETH with the minimum buy in of 0.1 ETH.

3.3. The CEN is the proof of its'holders' membership in the Centaure ( system,not legal entity ).The CEN currency provides their holders free circulation on the exchange markets, pay any service in it, contribute to it with the expectation to its rising cost.

3.4. The CEN purchased here under may be sold and transferred by the User at any time after the ICO via cryptocurrency exchanges if the CEN are listed in any.

3.5. By buying CEN here under the User represents and warrants that his/her funds in no way came from illegal or unethical sources.

3.6. The CEN offers limited real rights as contained in the CEN ICO terms and conditions.The CENs are transferable, are not refundable and are not for speculative investment. No promises of future performance or value are or will be made in respect to the CEN, including no promise of inherent value, no promise of continuing payments, and no guarantee that the CEN will hold any particular value.The CEN are sold as functional goods and all the proceeds received from them through the ICO will be spent free from any conditions.

3.7. It is your responsibility to determine what, if any, taxes apply to the transactions you perform with CENs and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that The Company, its members and statutory representatives and any of the developers who programmed or contributed CEN source code are not responsible for determining whether taxes apply to your transactions or for collecting, reporting, with holding or remitting any taxes arising from any transactions.

3.8. Nothing in the Terms is intended to nor shall create any partnership, joint venture, agency, consultancy or trusteeship. You and the Company, its members and statutory representatives and any of the developers who programmed or contributed to Centaure Token source code are with respect to one another totally independent.

3.9. You hereby acknowledge that you are aware that any transaction performed on Website is irreversible. It is not any how possible to change or correct any parameter of any transaction once it was submitted. We strongly encourage you to check all of details of transactions prior to your confirmation that you wish to proceed with any transaction.

## 4. USER REGISTRATION AND ACCOUNT

4.1. For the purpose of buying CEN, The User creates an individual account on the Website and receives a login and a password. You confirm that all information you have provided for your Account is current, complete and accurate. Registration data and other information about you are subject to Centaure Token Privacy Policy.

4.2. You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.

4.3. You may deactivate your registration with the Website, at any time and for any reason, by sending an email request to support@centaure.io. We may terminate your use of and registration with the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

## 5. THIRD PARTY WEBSITES AND SERVICES

5.1. 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 Centaure. In addition, Centaure Foundation 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.

5.2. Centaure Token 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.

## 6. INDEMNIFICATION

6.1. To the extent allowed pursuant to applicable law, the User shall indemnify, defend, and hold the Centaure Foundation and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assigners 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 Centaure Foundation arising out of a breach of any warranty, representation, or obligation here under.

## 7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

7.1. THIS WEBSITE AND CEN 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 BUYING OF ANY NUMBER OF CEN AND THEIR USE.

7.2. YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE COMPANY 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 BUYING OF THE CEN OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7.3. YOU UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE CEN OR ETH. THE COMPANY SHALL NOT PROVIDE THE USER REFUND POSSIBILITIES (PAYOUT LIQUIDITY) FOR PURCHASED CEN. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE COMPANY SHALL NOT GUARANTEE IN ANYWAY THAT THE CEN MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE ICO.

7.4. AT ANY CASE, TOTAL AMOUNT OF OUR AGGREGATE LIABILITY HERE UNDER MAY NOT EXCEED 100 (ONE HUNDRED) US DOLLARS. 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 BUYING OF THE CEN, AND THAT THE COMPANY SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THIS WEBSITE AND USE AND BUYING OF THE CEN. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HERE UNDER.

7.5. THE COMPANY 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. THE COMPANY 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.

7.6. YOU UNDERSTAND THAT CEN, CENTAURE, BLOCKCHAIN TECHNOLOGY AND OTHER ASSOCIATED AND RELATED TECHNOLOGIES MAY BE AFFECTED BY ADVERSE CHANGES IN THE MARKET OR OTHER NEGATIVE CONSEQUENCES, WHICH ARE OUTSIDE THE CONTROL OF THE COMPANY.

7.7. YOU ACKNOWLEDGE THAT THERE ARE FOLLOWING RISKS ASSOCIATED WITH UTILIZING CEN AND PLATFORM CENTAURE INCLUDING:

7.7.1. FAILURE OF HARDWARE, SOFTWARE AND INTERNET CONNECTIONS;

7.7.2. REGULATORY ACTIONS IN ONE OR MORE JURISDICTIONS;

7.7.3. THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO INFORMATION INCLUDING YOUR CRYPTOGRAPHIC UNIQUE ID ATTRIBUTABLE TO YOUR USER ACCOUNT AND CEN STORED WITHIN CENTAURE;

7.7.4. CREATION OF UNOFFICIAL DUPLICATION TO Centaure;

7.7.5. INSUFFICIENT INTEREST IN Centaure PROJECT;

7.7.6. MALICIOUS SOFTWARE, WEAKNESSES OR BUGS INTRODUCTION IN TO THE INFRASTRUCTURAL ELEMENTS OF Centaure;

7.7.7. ATTACK OF MINERS ON CEN (SUCH AS DOUBLE - SPEND ATTACKS, MAJORITY MINING POWER ATTACKS, SELFISH-MINING“ATTACKS OR RACE CONDITION ATTACKS);

7.7.8. DESTABILIZATION OF Centaure AND CEN DUE TO ADAMANTLY INCREASED DEMAND;

7.7.9. SLOWING THE TRANSACTION PROCESS TIME OF CEN DUE TO INSUFFICIENT MINING COMPUTATION RESOURCES;

7.7.10. TEMPORARY NETWORK IN COHERENCE;

7.7.11. INVESTMENT INTO CEN CAN LEAD TO LOSS OF MONEY OVER SHORT OR EVEN LONG PERIODS.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Company 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 selling of CENTAURE and his activities generally.

8.2. In no way shall this Agreement entitle the User for any intellectual property of the Company, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, 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 Centaure Foundation and is protected by the Intellectual Property Rights and fair competition laws.

8.3. There are no implied licenses under the Agreement, and any rights not expressly granted to the User.

## 9. JURISDICTION

9.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, construed, and enforced in accordance with the laws of AZERBAIJAN.

9.2. To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, 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.

9.3. If the negotiations do not resolve the dispute, controversy or claim to there as on able satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of AZERBAIJAN courts under the applicable law, asset out in clause 9.1 hereof.

## 10. MISCELLANEOUS

10.1. Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement 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 the Agreement, 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 the Agreement will not in any way affect, limit, or waive a Party's rights here under at any time to enforce strict compliance thereafter with every term and condition hereof.

10.2. Assignment. The Centaure Foundation may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of Centaure Foundation, which the Centaure Foundation may withhold at its sole discretion, shall be void.

10.3. Severability. If any term, provision, covenant or restriction of this Agreement 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 here to 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.

10.4. Occasionally, the Terms may be subject to amendments. All changes will be announced by posting notice on website. Your continued use of website after publication of the updated Terms shall confirm that you accept and are bound of the amended Terms.

10.5. The User may send any questions regarding the use of the Website of Centaure or regarding this Agreement via e-mail to [support@centaure.io](mailto:support@centaure.io).