

GOLDEA GENERAL TERMS & CONDITIONS OF GEA TOKENS SALE

Last update: 22.11.2017

GENERAL TERMS AND CONDITIONS OF GEA TOKENS SALE

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. NOTE THAT SECTION 35 CONTAINS A CLASS ACTION WAIVER AND SECTION 37 CONTAINS AN ARBITRATION CLAUSE, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE AVAILABLE IN THE INTERNET VIA GOLDEA.IO OR BUY GEA TOKENS.

These General Terms & Conditions (hereinafter referred to as the “Terms”), including any and all Additional Documents, constitute a legally binding agreement between the GEA Technology – F.Z.C that is a company incorporated in Ajman Free Zone, United Arab Emirates with the license number: 23519 (“Company,” “Goldea”, “we,” “us”, “GEA Technology”) the owner of the website available in the Internet via goldea.io and any and all Participants as defined herein in Definitions Section.

By the fact of the Website use and/or GEA Tokens purchase the respective Participant, agree that he fully read, understood and irrevocably accepted these Terms. If any Participant does not agree with these Terms in general or any part of them, such Participant should withhold from using the Website goldea.io and/or purchase of GEA Tokens as defined herein in Definitions Section.

Unless otherwise stated herein, these Terms govern only Participant’s purchase of Tokens from Goldea during the Sale Period. Goldea may use third party services to process the Token Sale and any rules applicable by third party described in these Terms to such processing of GEA tokens should also be applicable in addition to these Terms.

DEFINITIONS

1. The following definitions and rules of interpretation apply in these Terms:

Agreement	These Terms and any other rules, policies or procedures that may be issued by Goldea and published from time to time on the Website (including the Accompanying Documents).
Accompanying Documents	Other GEA Tokens Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, GEA Tokens Sale Agreement, etc.). In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply. Project White paper and information on the Website is not considered as any type of Accompanying documents and provided only as a descriptive information about the project.
Affiliate	Any person or entity that have any relation to the Goldea, including, but not limited to partners, employees, agents and contractors of the Goldea.
Applicable Law	Law applicable under these Terms to any and all relations between a Participant and Goldea.
Cryptocurrency	Digital currency, represented by Ethereum (ETH), Bitcoin (BTC) or Visa/Mastercard used by Participants to purchase GEA Tokens.

Intellectual Property Rights	Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Goldea in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.
Tokens	Digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the Goldea as a cryptographically secured representation of Participant's ownership of certain amount of gold as described in Appendix A of Goldea General Terms & Conditions of GEA Tokens Sale.
GEA Tokens Sale	An offering of GEA Tokens to eligible Participants to purchase GEA Tokens during a limited period of time, according to the respective phases (launches) and price as described in Token Sale Agreement.
Ethereum Smart Contract	Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of GEA Tokens by a Tokens Sale Participant.
Tokens Sale Participant ("Participant" or "You")	Any person, who uses the Website and purchases GEA Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Tokens Sale Participants to participate in a certain phase of GEA Tokens Sale.
Website	A group of interrelated websites owned and operated by GEA Technology, available in the Internet via address: goldea.io and special application based on blockchain technology.

2. In the Terms, unless the opposite is clear from the context:

- 1) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 2) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 3) References to clauses and schedules are to the clauses and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule;
- 4) A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 5) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
- 6) The term 'including' does not exclude anything not listed;
- 7) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

8) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

9) A reference to writing or written includes fax and e-mail.

10) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

11) Any words following the Terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those Terms

12) Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

GENERAL PROVISIONS

By using this Website each Participant covenants, represents, and warrants that (under the Applicable Law and law of the country of Participant's residence):

13) he (she) is of an age of majority to enter into these Terms (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the GEA Technology and in doing so will not violate any other agreement to which he (she) is a party;

14) he (she) has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks (including but not limited to the risks described in Appendix B) and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

15) if he (she) is a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;

16) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;

17) he (she) is not a resident of a geographic area or citizen of jurisdictions as specified in paragraph 3 hereof.

3. A Participant shall not use the Website if under the Applicable Law and/or law of the country of Participant's residence he (she) is prohibited from using it. Any Tokens Sale Participant that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of GEA Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

4. Before using the Website and/or purchasing any GEA Tokens a Participant is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and GEA Tokens Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their Terms of use shall be the same as of these Terms. By using the Website, each and any Token Sale Participants confirms that he (she) has fully read and understood not only these Terms, but also any Accompanying Documents and fully accepts their Terms.

5. These Terms are effective at the time You begin using the Website. Participants may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

6. The Participant acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Goldea's sole discretion. Your continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute Your consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.

7. The Participant acknowledges and accepts that the Goldea reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason. 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 Goldea. The Goldea does not guarantee their safety and conformity with any of Your expectations. Furthermore, Goldea is not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. Goldea 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.

INDEMNIFICATION

8. To the extent allowable pursuant to Applicable Law, the Participant shall indemnify, defend, and hold the Goldea 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 Goldea arising out of a breach of any warranty, representation, or obligation hereunder.

9. The Participant shall not have any claim of any nature whatsoever against Goldea for any failure by Goldea to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to power failure, Internet Service Provider failure, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the Goldea.

LIMITATION OF LIABILITY

10. Any and all purchases of GEA Tokens are final and non-refundable. By purchasing the GEA Tokens, the Participant acknowledges that neither the Goldea nor any other of its affiliates are required to provide a refund for any reason, and that the Participant will not receive money or other compensation for any GEA Tokens that is not used or remains unused for any reason.

11. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

1) IN NO EVENT WILL GEA TECHNOLOGY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND

2) IN NO EVENT WILL THE COMPANY AND THE COMPANY PARTIES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

12. Nevertheless, the Parties shall be responsible for compliance with the Goldea General Terms and conditions of Token sale and Accompanying Documents, for fulfilment of the

Participant's commitments and guarantees in the manner and in the amount prescribed by the Goldea General Terms and conditions of Token sale and Accompanying Documents, in particular:

1) In case of filing accusations, claims or lawsuits to the Goldea related to non-compliance by the Participant of the GEA Tokens Sale Agreement and/or engagements entered by the Participant during the participation of the Token Sale, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Goldea documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfilment of his obligations by the Participant.

2) In case of filing accusations, claims or lawsuits against the Goldea, related to non-compliance by the Participant with exclusive rights or other rights of third parties, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Goldea documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfilment of his obligations by the Participant.

3) In case of the Participants' violation of his obligations of the Goldea General Terms and conditions of Token sale and Accompanying Documents, the Goldea reserves the right to:

- a) demand full compensation from the Participant for losses caused by every violation;
- b) bring a case before a court if the compensation doesn't cover the Goldea's loss;
- c) release the information relating to the Participant's identity and location to any authorized officer in accordance with the applicable law.

13. 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 understand and agree that it is his (or her) obligation to ensure compliance with any legislation relevant to his (or her) country of domicile concerning use of the Website, and that the Participant should not accept any liability for any illegal or unauthorized use of the Website.

14. The Participant agree to be solely responsible for any applicable taxes imposed on GEA Tokens purchased hereunder. The Participant shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the Goldea Token Sale.

REPRESENTATIONS AND WARRANTIES

15. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY Goldea, GEA TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND Goldea EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; Goldea DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS,

OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND Goldea CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

16. By purchasing the GEA Tokens the Participant represent and warrant that he has read and understand the GEA Tokens Sale General Terms and Conditions and Token sale agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of Token described in appendix A, usage, storage, transmission mechanisms and other material characteristics of the GEA Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the GEA Tokens.

17. You understand that the GEA Tokens confer only the rights described in the Appendix A to these Terms and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

18. The Participant fully understands, realizes and agrees that the GEA Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Participant agree to accept consequences of possible regulation of GEA Tokens in jurisdiction of the Company incorporation and agree to provide all documents requested from Goldea in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.

19. The Goldea 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 Goldea shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

20. The Participant will not forge, or otherwise manipulate any personal or non-personal data requested by the Goldea in the process of the Participant's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the Goldea in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the Goldea or in accordance with the applicable law.

21. The Participant's purchase of the GEA Tokens complies with applicable laws and regulations in the Participant's jurisdiction;

22. The Participant do not intend to hinder, delay or defraud the Goldea or any other Participants or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

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

INTELLECTUAL PROPERTY

24. The Goldea 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 the GEA Tokens and his activities generally. In no way shall these Terms entitle any Participant for any intellectual property of the Goldea, including the intellectual property rights for the Website and all text, graphics, Participant 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 the Goldea and is protected by national and international intellectual property rights protection laws.

25. Unless otherwise stated, the content and information on the Website are the property of Goldea. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. The Website is to be used by the Participants only. You are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only, subject to clause 29 of these Terms.

26. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of Goldea. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that You do not breach these Terms and conditions

27. Goldea retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming GEA Tokens.

28. There are no implied licenses under the Terms, and any rights not expressly granted to the Participant hereunder are reserved by the Goldea.

29. If for the purpose of any intellectual property right registration of the Goldea, any documentary submission or any other action is required from the Participant, the Participant must provide the Goldea with the respective assistance.

ENTIRE AGREEMENT

30. These Terms are intended to fully reflect the provisions of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text "I agree", which shall be published on the Website in such case. 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 hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

SEVERABILITY

31. 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.

APPLICABLE LAW AND DISPUTE RESOLUTION

32. 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 Seychelles (Applicable Law).

33. Any Dispute arising out of or related to these Terms is personal to You and Goldea and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, 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.

34. To resolve any dispute, controversy or claim between Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate the issue 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.

35. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the respective claim to the binding arbitration administered by Arbitration Rules of the International Centre for Settlement of Investment Disputes (ICSID), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. In accordance with its rules, and judgement upon the award rendered by the arbitrator(s) (which is the referral of a dispute to one person 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 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, the Participant and the Goldea:

1) waive Your and Goldea's respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and

2) waive Your and Goldea's respective rights to a jury trial. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may be issued by the Goldea and published from time to time on the Website), without regard to conflict of law rules or principles (whether of the Seychelles or any other jurisdiction).

TERMINATION AND SUSPENSION

36. Notwithstanding anything contained herein, Goldea reserve the right, without notice and at its sole discretion, to terminate these Terms or suspend the Participants right to access the Website, including (but not limited to) in case of Participant's breach of these Terms or if the Goldea believes You have committed fraud, negligence or other misconduct. The Participant may terminate these Terms without notice by discontinuing use of the Website. All rights granted to the Participant under these Terms will immediately be revoked upon our termination of these Terms or Goldea suspension of Your access to the Website. In the event of any Force Majeure Event (as defined in clause 13), breach of these Terms, or any other event that would make provision of services commercially unreasonable for Goldea, the Company may, in its own discretion and without liability to the Participant, with or without prior notice, suspend the Participant's access to the Website in parts or completely. Goldea may terminate the Participant's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information and files related to such participant without liability to You, including, for instance, in the event that the Participant breach any term of these Terms. In the event of termination, Goldea will attempt to return any funds stored in Your smart contract number not otherwise owed to Goldea, unless Goldea believes the Participant has committed fraud, negligence or other misconduct.

MISCELLANEOUS

37. Any notice or other communication under the Goldea Token Sale Agreement shall be in writing and shall be considered given and received when sent by email. The Participant's official email for communication shall be deemed the email specified by the Participant during the Application for ICO. The one and only language of the communication shall be English.

38. The Goldea and its Affiliates strictly follow anti-money laundering (AML), "know Your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any Participant fully agrees to assist the Goldea in fulfilment of the mentioned regulations and provide any necessary information if such is required from the Participant by the authorized authority.

39. Materials, such as Goldea White Paper, Business Plan, Development Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of these Terms, and are of descriptive nature only.

40. The Participant will implement reasonable and appropriate measures designed to secure access to:

- 1) any device associated with the email address associated with the Website;
- 2) private keys required to access any relevant Ethereum address, and;

41. In case the Participant suspect a security breach in any of the above-mentioned, he will inform Goldea immediately so Goldea can take all required and possible measures to secure the Website, GEA Tokens and system as whole.

Appendix A

OVERVIEW OF TOKENS

1. GEA Tokens are based on the Ethereum protocol and conform to the ERC20 standard.
3. GEA Tokens carries no rights, express or implied, other than those, set out herein, subject to Goldea successful completion and deployment of the project. In particular, GEA Tokens holders shall not have any influence in the development or governance of Goldea.
4. GEA Tokens are designed to be exchangeable on cryptographic token exchanges. Goldea gives no warranties that GEA Tokens will be exchangeable on bigger exchanges, but undertakes on best effort bases to do everything that is reasonable possible and within the powers of Goldea to enable exchange of GEA Tokens on as many exchanges as possible.
5. GEA Tokens shall be distributed during the Token Sale event.
7. GEA Tokens Sale shall be held during 01.12.2017 - 31.03.2018 and regulated by these Terms and GEA Token Sale Agreement.
8. Participants understand and accept that they can send an amount of ETH or BTC equal to 12 USD for one GEA Token according to the cost of ETH or BTC to the date of beginning of the Token Sale into a smart contract system on Ethereum and receive one GEA Token in exchange. There will be in total 3 000 000 (3 million) GEA Tokens available ("Total GEA Tokens Number"). Goldea shall not create additional GEA Tokens at any time after the initial token release.
9. GEA Tokens shall be distributed in the following manner:
 - 1) 84 % of the Total GEA Tokens Number shall be distributed during GEA Tokens Pre-Sale and GEA Tokens Sale;
 - 2) 8 % of the Total GEA Tokens Number shall be retained by Goldea;
 - 3) 6 % of the Total GEA Tokens Number shall be reserved for exchanges;
 - 4) 2 % of the Total GEA Tokens Number shall be reserved for bounty campaign.
10. Goldea reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of Goldea and shall only be used in limited situations, such as, but not limited to:
 - 1) serious security issue detected;
 - 2) serious network performance issue, depriving all users of equal treatment;
 - 3) any type of material attack on the GEA Tokens, the Website or Ethereum network.
11. GEA Tokens distribution will be offered only through the Website. No third-party website or a different provider except ones listed herein is allowed and has not been in any way supported, engaged, authorized or endorsed by Goldea and have no relationship in any way with Goldea. The only official and authorized website and GEA Tokens distribution provider is the Website available in the Internet via goldea.io. The Participant must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.

Goldea reserve the right to use services of third party services for processing of payments for GEA Tokens.

12. GEA Tokens is not a consumer product and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

13. GEA Tokens are digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the Goldea as a cryptographically secured representation of Participant's ownership of certain amount of gold.

Appendix B

RISKS

The Participant understand that GEA Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of Goldea's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise Goldea's performance under these Terms.

Participant agree that no other party (including, without limitation any) may be held liable for any loss arising out of, or in any way connected with Participant's participation in the GEA Tokens-sale, or receiving and holding Tokens or such risk.

In addition to the above, the Participant also acknowledge that prior to receiving Tokens he have been warned of the following risks, associated with the Website, the Goldea Tokens, and other relevant technologies mentioned herein:

A) Legal risks

Every Participant is bound to check if acquisition and disposal of GEA Tokens is legal in his jurisdiction, and by accepting these Terms, each Participant undertakes not to use GEA Tokens should their use not be legal in the relevant jurisdiction. If a Participant establishes that the use of GEA Tokens under these Terms is not legal in his jurisdiction, You should not use the GEA Tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Goldea to provide GEA Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that GEA Tokens are not legal in certain jurisdiction, Goldea will either:

- 1) cease operations in that jurisdiction, or
- 2) adjust GEA Tokens in a way to comply with the regulation should that be possible and viable.

B) Risks associated with Ethereum

GEA are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the GEA Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to GEA Tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>.

C) Risk of unfavourable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and GEA Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens

like GEA Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

D) Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of GEA Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that Goldea shall have no liability for any such loss the Participant incur.

E) Risk of security weaknesses in the Website and/or GEA Tokens source code or any associated software and/or infrastructure

There is a risk that the Website and GEA Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of GEA Tokens.

F) Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, GEA Tokens which could result in the theft or loss of GEA Tokens.

G) Risk of mining attacks

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the GEA Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the GEA Tokens, expected proper execution and sequencing of GEA Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Goldea and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, which the GEA Tokens interact with and consequently the GEA Tokens may be impacted in that way to the extent, described above.

H) Risk of low or no liquidity

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that GEA Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly understood regulatory oversight, and Goldea does not give any warranties in regard to any exchange services providers. Participants might be exposed to fraud and failure.

I) Risk of loss of value

Value of GEA Tokens may fluctuate and their Participants might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the GEA Tokens.

J) Risk of uninsured losses

GEA Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

K) Risk of malfunction in the Ethereum network or any other blockchain

It is possible that the Ethereum network or any other network, which the GEA Tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that result in the loss of GEA Tokens

L) Internet transmission risks

The Participant acknowledge that there are risks associated with using the GEA Tokens including, but not limited to, the failure of hardware, software, and Internet connections. The Participant acknowledge that Goldea shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and GEA Tokens, howsoever caused.

M) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Goldea cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

N) Insufficient interest in Goldea or GEA Tokens

It is possible that Goldea or GEA Tokens will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the functioning of Goldea.