

Terms and Conditions

February 2018

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PARTICIPATE TO THE TOKEN SALE.

These Terms and Conditions (hereafter the “T&C”) are entered into between the Company ConnectJob Investment Limited, a private company limited by shares, incorporated under the laws of Gibraltar, having its registered office at Gibraltar, registered with the Companies Registry of Gibraltar under n° 116345, duly authorized for the purposes herein, hereafter referred to as “the Company”, “ConnectJob”, “we” or “us”, and the natural or legal person purchasing the Company’s token, hereafter referred to as the “Buyer”.

The Company and the Buyer are referred to individually as a “Party” and together as the “Parties”

These T&C apply fully and automatically to all the tokens offered for sale by ConnectJob as part of the sale entitled “ConnectJob Token Sale” (the “Token Sale”) towards its Buyers. Unless otherwise stated herein, these T&C only govern the Token Sale.

Any use of products bought through the Token Sale relating to providing or receiving services on the ConnectJob software may be governed by other applicable terms and conditions and policies of the Company or third parties.

These T&C form the basis for the sales agreement. They prevail over all other documents entered into by The Buyer or the Company and, as from their date of entry into force, shall apply to all purchases, including outstanding orders, and are deemed to be unconditionally accepted by the Buyer as of the conclusion of an order. Any exemption from these T&C will require the express agreement of both Parties. Any other document (e.g. sales prospectus, quotation, presentation, etc.) is provided to the Buyer for information purposes only and shall not constitute an agreement that commits the liability of the Company, which may therefore withdraw or modify such documents, without the Buyer being entitled to any compensation. The provisions stated in this paragraph constitute a key factor for the Company’s consent.

The T&C form a contract between the Buyer and the Company for the purposes of the Token Sale. By clicking on “I hereby certify that I have read and expressly accept the present Terms & Conditions”, The Buyer accepts and acknowledges that they are entering into a binding contract with the Company and agrees to be bound by it.

When purchasing CJTs from us during the Token Sale, the Buyer will be bound by these T&C and all terms incorporated by reference.

If you have any questions regarding these T&C, please contact us at support@connectjob.io or contact@connectjob.io.

DATA PROTECTION

1. You acknowledge that, in collating the KYC information in accordance with the T&C, we may require you to provide information and documents relating to:
 - a) your identity;
 - b) your residential and/or business address;
 - c) the source of your wealth and/or the funds used to make a Contribution;
 - d) any information associated with the Ethereum wallet used for the Contribution; or
 - e) any other document from which you may be identified, ("**Personal Data**").
2. We will not disclose your Personal Data save as expressly permitted by these Terms and/or the Data Protection Act 2004 and otherwise only with your prior consent.
3. The Buyer consents to the Company processing Personal Data relating to the Buyer for legal, administrative or administration and management purposes and consents to the Company making such information available to any third party who provides products or services to the Company, regulatory authorities and may be required by law.
4. The Company will keep a record of any processing of Personal Data it carries out on behalf of the Buyer.
5. At your request, the Company shall provide you with a copy of all Personal Data held by it in the format and on the media reasonably specified by you.
6. You acknowledge, understand, accept, represent and warrant that, in accepting these Terms, you are irrevocably consenting to the ability of the Company to process and/or transfer your Personal Data to another country within the European Economic Community.
7. You acknowledge, accept and understand that, if required and permitted under these Terms, we may transfer Personal Data to a country outside of the EEA on the basis that the recipient affords the Personal Data an adequate level of protection and on the basis that you have the same rights (and the ability to enforce those rights) in respect of your Personal Data with the recipient.

CJT SALE (THE TOKEN SALE)

ROLE AND ATTRIBUTES

The Token Sale covered herewith involves the sale of virtual tokens, referred to as “ConnectJob Tokens” (“CJTs”).

These CJTs will allow their owners to access the ConnectJob network and pay for services to ConnectJob participants. They will be mandatory in order to use the decentralized ConnectJob platform (including the identity management platform) and to pay for the services provided therein. Under no circumstances may CJTs be used as a method of payment or exchange for other services offered by ConnectJob.

The Buyers' attention is however drawn to the fact that purchasing CJTs does not confer automatic access to the service. CJTs may not be used before the effective launch of the ConnectJob service platform. CJTs will not be reimbursed if the ConnectJob service platform is not successfully launched, or does not operate on a permanent basis. The Buyer acknowledges that this is a significant risk that they accept.

The Buyer is a person eligible to perform a cryptographic transaction, subject to approval by the Ethereum network.

The buyer accepts and acknowledges that CJTs do not entitle their owners:

- to participate in any decision or vote within the Company
- to benefit from the Company's results;
- to derive any economic or other gain from the Company

The Buyer therefore acknowledges that they are fully aware that the CJTs are in no way associated with ownership rights, voting rights or dividend rights, and that they do not constitute shares in the Company or in any other comparable asset or financial instrument. Consequently, this document does not constitute an offer or an invitation to sell shares, securities or rights belonging to the Company or any related or associated company.

A CJT does not represent an investment

CJTs do not represent an investment in a security or a financial instrument within the meaning of EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments. CJTs confer no direct or indirect right to the Company's capital or income nor does it confer any governance right within the Company;

A CJT is not proof of ownership or a right of control

Control over a CJT does not grant the Buyer any asset or share in the Company or in the ConnectJob service platform. A CJT does not grant any right to participate in control over the Company's management or decision-making set-up, or over the ConnectJob network.

A CJT is not an electronic currency

CJTs do not constitute an electronic currency within the meaning of EU Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 relating to access to and pursuit of the business of electronic currency institutions. CJTs are not accepted outside the ConnectJob network and do not have a fixed exchange value equal to the amount delivered at the time of its issue;

A CJT is not a payment service

CJTs do not constitute payment services within the meaning of EU Directive 2007/64/EC of 13 November 2007 relating to payment services in the internal market, nor within the meaning of EU Directive 2015/2366 of the European Parliament and of the Council of 25 November 2015 relating to payment services 2 (PSD 2). The Token Sale does not involve the purchase/sale of CJTs and ConnectJob's business does not consist in receiving currencies against the delivery of CJTs; as such, a CJT is not a means of payment either.

CJT SALE

The Company intends to create a total of 300,000,000CJTs. Of those, 195,000,000 will be made available for sale in the Token Sale, as defined below, with the remaining 105,000,000 CJTs allocated for other uses as described in Exhibit A of these T&C. Of the 195,000,000 CJTs sold, a maximum of 63,240,000 were made available in the pre-sale conducted by Company (the "Pre-Sale"). The remaining 131,760,000 CJTs, together with the unsold CJTs reserved for the Pre-Sale, are being sold during a public sale of the CJTs (the "Public Sale" and together with the Pre-Sale, the "Token Sale").

The Token Sale will begin on December 1st, 2017 and end on the earlier between: April 30th, 2018, or when all of the CJTs reserved for the Public Sale, plus the unsold CJTs reserved for the Pre-Sale, have been sold.

ISSUING TOKENS

On concluding the Token Sale, these tokens will be issued by a technical process referred to as a "Blockchain". The blockchain used will be Ethereum, an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a so-called "Smart Contract", namely computer code executed on the Ethereum blockchain; this involves a computer program will be executed by the Ethereum Virtual Machine on the Ethereum network. The CJT will meet the "ERC20" standard (https://theethereum.wiki/w/index.php/ERC20_Token_Standard), and will be subject to the operating conditions of the Internet network and the "Ethereum" blockchain protocol. The Company has no control, right or liability over the operation of the protocol and the Ethereum protocol.

The tokens will be issued by the Company. Instructions will be posted on the Token Sale website at <https://ico.connectjob.io/>. The Company has no control over and may not take any action against blockchain technology, the Ethereum network and protocol the Smart Contract and its code in performance mode. Therefore, the Company may not be held liable in any way for any feature that might affect the token passing scheme or ownership of the CJTs sold, or that might hamper The Buyer's ability to use the CJTs, including display of the CJTs in an electronic wallet compatible with the ERC20 token standard, or the assignment of these CJTs to a third party.

The Company reserves the right to migrate the ERC-20 CJTs to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or desirable for the operation of the Company services. Upon the Company's request, the Buyer agrees to take any and all actions reasonably necessary to perform the migration of your ERC-20 CJTs to another protocol identified by the Company. If the Buyer fails to perform such migration, CJTs may not be compatible with the services provided for by the Company going forward. Notwithstanding any other provision of these T&S, the Company shall not be held responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the Parties, which the Buyer may suffer, sustain or incur, arising out of or relating to the Buyer's failure to perform such migration of their ERC-20 CJT to another protocol identified by the Company.

The acquisition of CJTs by transferring tokens or crypto-currencies to the Smart Contract comes under the Buyer's sole liability and will be subject to the terms and conditions of the protocol and the Ethereum network. As CJTs are issued under a Smart Contract, the Company is not obliged to reimburse or compensate in any way any Buyer whose CJTs have not been issued by the Smart Contract for any reason.

Once issued, the tokens may be freely assigned or transferred to third parties by The Buyer, in whole or in part, at their own initiative, in return for payment or free of charge. However, the Buyer shall be solely and fully liable for the conditions and consequences of such an assignment or transfer of the CJTs in their possession. In particular, given that the Company will have no control over such transactions, The Buyer may not claim against the Company for any loss of their CJTs due to any error of any kind that may occur during the transfer.

ACKNOWLEDGMENTS

ACKNOWLEDGMENTS ON THE OPERATION

By adhering to those T&C, the Buyer expressly acknowledges having been thoroughly and comprehensively informed about the Token Sale.

- The Buyer is deemed to be fully aware of all the legal norms and technical constraints relating to the purchase, possession and use of crypto currencies and tokens based on blockchain technologies, and to the service offered by the Company.
- The Buyer agrees to notify the Company in full concerning any information likely to impact on their order directly or indirectly. Should the Buyer fail to do this, the Company may not be held liable in any way in this regard.

An order relating to the Token Sale and accepted by The Company (the "Order") is deemed to be irrevocably accepted by the Buyer as from the time the Company issues the Order's acknowledgment of receipt. As of this date, an Order may not be cancelled or amended without The Company's express agreement, the latter being entitled to decide not to proceed without the Buyer being entitled to any compensation.

The Company also reserves the right to rectify any clerical error or omission in the contractual documents binding it to the Buyer without entitling the Buyer to any compensation.

OBLIGATIONS BINDING UPON THE COMPANY: The Company agrees to take all the necessary care and diligence to provide a quality service in accordance with current business practice and state of the art. The Company undertakes to use all reasonable means to achieve the desired result, but without guaranteeing such result.

IT SHOULD BE NOTED THAT IT WILL NOT BE POSSIBLE TO USE CJTs IF DEVELOPMENT OF THE CONNECTJOB NETWORK IS NOT SUCCESSFULLY IMPLEMENTED. IN SUCH A CASE, THE CJT VALUE WOULD MOST LIKELY BE EQUAL TO ZERO. THE BUYER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THIS RISK.

ACKNOWLEDGMENT OF RISKS

The Buyer expressly acknowledges the cutting-edge nature of the ConnectJob network development project as presented in this document (see below for risk factors) and that this project may therefore not come to fruition as described or may have to be partially abandoned due to technical or financial constraints, without the CJTs being actively used in the ConnectJob network or used in a different context. In such a case, the Buyer expressly acknowledges and accepts as an essential condition of the T&C that it will not be entitled to sue or bring any direct or indirect legal action before the courts, the arbitration bodies or any alternative dispute settlement body, either in Gibraltar or abroad, against the Company, its directors, shareholders, employees and subcontractors in the event of the non-performance, non-deployment or nonimplementation of the ConnectJob network, even in cases where their CJTs have lost some or all of their value.

In addition, the Company may not be held liable for any of the following:

- (a) use of services that are not compliant with the terms of the contract;
- (b) non-performance, failure, malfunction or unavailability of the services due to a third party, the Buyer, a third-party product, or the Buyer's breach of its obligations;
- (c) indirect damages such as business loss or disturbance, loss of orders, operating loss, infringement of the trade mark, loss of profits or clients (e.g. improper disclosure of confidential information concerning said clients due to failure or piracy of the system, third-party proceedings against The Buyer, etc.) loss, disclosure or unlawful or fraudulent use of user sign-ons by the Buyer or third parties;
- (d) suspension of access or temporary or permanent suspension of services (in particular, arising from a request issued by an appropriate administrative or judicial authority, or notification received from a third-party;
- (e) loss, alteration or destruction of all or part of the content (information, data, applications, files or other items) hosted on the infrastructure, insofar as the Company is not responsible for managing the continuity of client activities, and data backups in particular;

- (f) mismatch between the services and the Buyer's needs (in particular, with regard to the sensitivity of the relevant data), security incidents relating to use of the Internet, concerning in particular the loss, alteration, destruction, disclosure or unauthorized access to the Buyer's data or details on or via the Internet;
- (g) damage to systems, applications and other items installed by the Buyer on the infrastructure

In participating to the Token Sale, the Buyer is made aware of the following risks. Those risks are explicitly accepted by the Buyer when participating to the Token Sale. The Company expressly disclaims any liability for any direct or indirect loss or damage of any kind arising directly or indirectly from the realization of any of those risks.

BY PURCHASING CJTs, THE BUYER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

Software Risks

ConnectJob software features are currently under development. Accordingly, the Buyer accepts that the development is not guaranteed to succeed, that the platform is subject to software and technical risks and that said items and features may never be deployed on the platform should unexpected technical obstacles be identified in the course of the product development.

Risk of loss of access to a CJT due to loss of credentials

In the context of their use of the Company's services, the Buyer's CJTs may be linked to a ConnectJob account. The Buyer can only access the ConnectJob account using their credentials. The loss of these credentials will result in the loss of the CJTs. Good practices advise the Buyer to store their credentials securely in one or more backup locations that are geographically separated from the work location.

Risks associated with the Ethereum protocol

Both CJTs and the ConnectJob network are based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the ConnectJob network or CJTs to malfunction or operate in a way that is not expected. Ether, the native Ethereum Protocol account unit may itself lose value in a similar way to CJTs, and also in other ways.

For more information on the Ethereum protocol, see <http://www.ethereum.org>

Risks associated with the buyer's credentials

Any third party that obtains access to the Buyer's credentials or private keys may be able to use the Buyer's CJTs. To minimize this risk, the Buyer must protect itself against people gaining unauthorized access to their electronic devices.

Legal risk and risk of adverse regulatory intervention in one or more jurisdictions

Blockchain technologies have been reviewed by various regulatory bodies around the world, including within the European Union. The Token Sale has been structured to comply with EU law applicable at the time of the offer.

Operations of the ConnectJob network and of CJTs may be impacted by the passing of restrictive laws, the publication of restrictive or negative opinions, the issuing of injunctions by national regulators, the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of digital tokens such as CJTs, which may prevent or limit development of the ConnectJob network and, therefore, impact the uses or potential value of CJTs.

Given the lack of cryptocurrency legal qualifications in most countries, each buyer is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of CJTs according to their nationality and place of residence.

Moreover, the legal and regulatory diligences necessary for the development of the Connect Job network and services in different jurisdictions have not yet been conducted, including the legal and regulatory

diligences relating to labor laws. There is a risk that adverse laws or regulation in those jurisdictions might prevent or limit the development of the ConnectJob network and, therefore, impact the uses or potential value of the CJTs.

Risk of a lack of interest in the ConnectJob network or distributed applications

There is a possibility that the ConnectJob applications may not be used by a large number of companies, individuals and other organizations, and that there may be limited public interest in the creation and development of distributed applications. Such a lack of interest could impact on the development of the ConnectJob network and, therefore, on the uses or potential value of CJTs.

Risk that the ConnectJob network, as developed, does not meet buyer expectations

The ConnectJob network is currently under development and may undergo significant redesign prior to its launch. For a number of reasons, not all Buyer's expectations concerning the ConnectJob network or CJTs' form and functions may be met on the launch date, including changes in design, implementation and execution of the ConnectJob network.

Risk of theft and piracy

Hackers or other malicious or criminal groups or organizations may attempt to interfere with the Token Sale, the ConnectJob network or the availability of CJTs in several ways including, but not limited to, denial of service attacks, Sybil attacks, mystification, phishing, attacks, smurfing, malware attacks, or consensus-based attacks.

Risk of security weaknesses in the ConnectJob network's core infrastructure software

The ConnectJob's core software is based on open source software. There is a risk that the ConnectJob team, or other third parties, may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructure elements of the ConnectJob network, by interfering with the use of or causing loss of CJTs.

Risk of weakness or exploitable breakthrough in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, may present risks for crypto-currencies and the ConnectJob platform, which could result in the theft or loss of CJTs.

Risk of a Ethereum mining attack

As with other decentralized cryptographic tokens and crypto-currencies, the Ethereum blockchain used for the ConnectJob network is vulnerable to mining attacks, including but not limited to, dual-expense attacks, powerful mining attacks, selfish mining attacks, and critical competition attacks. Any successful attack poses a risk to the ConnectJob software and the expected performance and sequencing of Ethereum contract calculations. Despite the best efforts of the ConnectJob team, the risk of known or new mining attacks exists.

Risk of the ConnectJob network failing to be used or adopted

While CJTs should not be considered an investment, their value is bound to change over time. This value may be limited if the ConnectJob network is not sufficiently developed, used or adopted. In such a case, there could be few or no markets at the platform launch, which would limit the value and liquidity of CJTs.

Risk of a tight market for CJTs

There are currently no exchanges or trading facilities on which CJTs can be traded. If such exchanges or trading facilities do develop, they will probably be relatively new and subject to poorly understood regulatory oversight. They may therefore be more vulnerable to fraud and default than the established and regulated exchanges that exist for other products. Should exchanges or trading facilities that represent a substantial part of the CJTs trading volume be involved in fraud, security failures or other operational problems, the failures of such exchanges or trading facilities may limit the CJTs value or liquidity.

Risk of an uninsured loss

Unlike bank accounts or accounts in other regulated financial institutions, funds held through the ConnectJob or Ethereum network are generally uninsured. At present, there are no public or private insurance agents providing buyers with coverage against a loss of CJTs or a loss of value.

Management Risk

If any of the directors or officers of the Company cease to participate in the operation of the Company, the operations, objectives and activities of the Company may be adversely affected.

Early Stage Companies

The Company is a start-up and has no operating history against which purchasers of the CJT may consider the appropriateness of purchasing the CJT.

Many risks and uncertainties affect start-up and early stage companies, which often have very limited operating history, profits or cash flow. There can be no assurance of the success of such enterprises. Their potential must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with new or developing businesses, including technology risks, unproven business models, untested plans, uncertain market acceptance, competition and lack of revenues and financing.

The technological fields and markets that many start-up and early stage companies address have undergone and are expected to continue to undergo rapid and significant change. Rapid technological developments may result in the technology of companies becoming obsolete, uneconomical or uncompetitive before any commercial success or financial return can be achieved. Numerous other risks may affect developing companies and ventures, including risks that products or services will be found to be ineffective, unreliable, unsafe or uncompetitive and risks that such companies' technologies, products or service will not achieve market acceptance or penetration. Market acceptance of new products, services or technologies depends on many factors and uncertainties and cannot be assured.

Start-up and early stage companies may compete with entities that have established businesses, relationships and positions in the market and that have much more substantial financial, business, technological, marketing and distribution assets, operations and resources. There can be no assurance that any developing company will be able to compete successfully with more established companies.

These companies may be overly dependent on the vision, skill and leadership of a single or limited number of executives. In a start-up business, the loss or disability of a key person(s) can result in significant financial hardship, in some cases the failure of the company. More than other businesses, start-ups are highly dependent on the skills and contributions of very few key employees

Any projections, forecasts, plans or other forward-looking statements are subject to numerous risks, uncertainties, changing circumstances and other factors that could cause actual results, performance, plans, prospects, operations and opportunities to differ materially from any forward-looking statements, including competition, inability to identify and do business with appropriate customers, existing and future law and regulations, liabilities under the securities laws, inability to hire, retain or qualify sufficient management and staff, general economic conditions, rapid technological change, cost overruns, delays in bringing products or services to market, marketing failures, difficulty in penetrating markets, delays or failures in developing anticipated capabilities, products or services, failure to obtain necessary regulatory approvals, insufficient funding, lack of availability of capital, rates of economic growth, levels of consumer and business spending, conditions in the technology and financial industries, dependence on strategic partners and business relationships, unproven business models, adverse developments affecting customers and end-users, fluctuations in securities markets and valuations, limited marketing, expansion risks, losses and costs, uncertain revenues and profitability, conditions in particular industries, accounting problems, costs, delays and liabilities arising from legal proceedings, failure to obtain and maintain intellectual property or proprietary rights and management failures.

Gibraltar

Gibraltar is a British Overseas Territory. It is part of the EU, having joined the European Economic Community with the United Kingdom in 1973 by virtue of Article 355(3) (ex Article 299(4)) which applies the treaty to "the European territories for whose external relations a Member State is responsible", a provision which in practice only applies to Gibraltar.

The UK voted to leave the EU on the 23rd June 2016. Article 50 has been triggered but no agreement has been made as to the relationship between the UK and the EU. It is not yet clear whether any agreement will include Gibraltar.

The Kingdom of Spain has not conceded its claim to sovereignty over Gibraltar. There can be no assurance or certainty as to the outcome of any future discussions on the question of Gibraltar's sovereignty, nor of how any change of sovereignty would affect the regulation and taxation of entities incorporated or operating in or from within Gibraltar.

The above could impact on the Company's ability to undertake business in or from within Gibraltar.

Banking and custody arrangements

The Company's cash will be held by a bank. The Company acknowledges that any such deposits are not guaranteed by the bank and are exposed to losses incurred in the event of the insolvency or failure of the bank. The Company will take credit risk against any party which is holding its cash. The Company will therefore rank as a general unsecured creditor in the event of the insolvency or failure of the bank with which deposits or instruments have been placed.

Risk of winding-up of the ConnectJob project

For a number of reasons including, but not limited to, an unfavorable fluctuation in cryptocurrencies value, an unfavorable fluctuation in CJTs value, the failure of business relationships or competing intellectual property claims, the ConnectJob project may no longer be a viable activity and may be dissolved or simply not launched.

Risk of malfunction in the ConnectJob network

The ConnectJob network may be impacted by an adverse malfunction including, but not limited to, a malfunction that results in the loss of CJTs or market information.

Unforeseen risks

Crypto-currencies and cryptographic tokens are a cutting-edge, untested technology. In addition to the risks stipulated above, there are other risks that the ConnectJob team cannot predict. Risks may also occur as unanticipated combinations or as changes in the risks stipulated herein.

ELIGIBILITY OF THE BUYER

In order to be eligible to participate in the Token Sale, the Buyer must:

- (a) comply with all the terms and conditions set forth in these T&C;
- (b) comply in good faith with the KYC procedure made available on the Token Sale's website prior to the Token Sale;
- (c) understand the restrictions and risks associated with the creation of CJTs as set forth herein, and acknowledge and assume all such risks;
- (d) have obtained sufficient information about the CJTs and ConnectJob software to make an informed decision to purchase the CJTs.

Participation in the Token Sale is reserved for natural or legal persons that are experienced in ICOs and, notably, that have already participated to at least one token generation event as a subscriber of tokens.

Documents linked to the issue of CJTs may not be transmitted or distributed to a "U.S. citizen" (within the meaning of Regulation S of the Securities Act 1933 in U.S. law), or to a mail or e-mail address in the United States of America. It is prohibited to transmit, distribute or reproduce documents linked to the issue of CJTs to or for a "U.S. citizen" or within the territories of the United States of America, in whole or in part.

To ensure their eligibility for the purchase of CJTs, the Buyer declares that they are not a "U.S. citizen", (within the meaning of Regulation S of the Securities Act 1933 in U.S. law, i.e.:

- Any private individual resident in the United States;
- Any partnership or business organized or established under U.S. law;
- Any property of which the executor or administrator is a U.S. citizen;
- Any trust of which a proxy is an American citizen;
- Any agency or branch of a foreign entity located in the United States;
- Any non-discretionary account or similar account (other than a trust or property) held by a trader or other trustee for the benefit of or on behalf of a U.S. citizen;
- Any discretionary account or similar account (other than a trust or trust) held by a trader or other trustee, that is organized, established or (if a private individual) resident in the United States; and
- Any partnership or company if:
 - It is organized or established under the law of a foreign jurisdiction; and
 - It is formed by a U.S. citizen primarily for the purpose of investing in securities not listed under the U.S. Securities Act, unless it is organized or established, and owned, by accredited investors who are not private individuals, trusts or properties.

The Buyer also declares that they are not (i) a citizen or resident of a geographic area in which access to or use of the Company's services or the acceptance of delivery of the CJTs is prohibited by applicable law, decree, regulation, treaty, or administrative act, or (ii) a citizen or resident of, or located in, a geographic area that is subject to any sovereign country sanctions or embargoes. The Buyer agrees that if their country of residence or other circumstances change such that the above representations are no longer accurate, it will immediately cease using the Company's services. If the Buyer is registering to participate to the Operation on behalf of a legal entity, the Buyer further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) they Buyer is duly authorized by such legal entity to act on its behalf.

The Buyer is solely liable for determining which legal, accounting, financial and fiscal conditions of any nature it is required to comply with in order to participate in the Token Sale, in accordance with the laws and regulations applicable in their country of residence.

The Company may not be held liable for the Buyer's filing obligations in the country in which it is domiciled. The same applies to any tax or charge that would be payable by the Buyer, in relation to the purchase, ownership, use or passing of its CJTs.

LIMITATIONS OF USE

The Buyer acknowledges and accepts that CJTs sold by the Company do not, under any circumstance, represent any form of investment or financial investment and agrees not to attempt to divert their function for speculative purposes.

The Buyer also agrees not to use the Token Sale website, the issued CJTs or, more generally, any content or service provided to the Buyer by the Company in a way that does not comply with the terms, objectives and methods set out in these T&C.

In particular, the Buyer agrees not to modify, interfere with, deactivate or saturate, nor to breach the security of or impair data integrity and confidentiality in relation to any service offered by the Company.

The Buyer agrees to respond to any specific request for information issued by the Company under the application of these T&S.

CANCELLATION AND REFUND

All Orders are deemed firm and final. As the Token Sale is strictly reserved to persons that are experienced in ICOs, the Buyer may not claim any right of return against the Company.

GUARANTEE

As the CJTs offered for sale are deemed intangible property, having no value or functionality other than the ConnectJob network payment form that they represent, no specific guarantee is attached to them following delivery.

Although ownership of the CJTs depends on smooth operation of the Ethereum network, the Company, which has no control over said operation, may not, under any circumstances, be held liable for any failure of said network that could result in the Buyer losing or being unable to use the CJTs.

VALIDITY OF TOKENS

The CJTs' period of validity, during which they can be used, is not time-dependent.

CJTs cannot be deleted due both to their strictly decentralized nature and to the fact that, once issued, they are no longer under the Company's control. They would, in any case, remain the property of their owner.

INCIDENTS, LATE PAYMENTS, PENALTY CLAUSE

The Buyer is prohibited from any illegal practice of automatic debit or credit, here assumed to correspond to a non-payment or late payment. However, the Parties reserve the right to seek legal or contractual compensation for claims. Any delay in payment will automatically result in the application of a flat-rate €40 fee as from the date following the invoice's due date; this fee will supplement late penalties, including the application of an interest rate on arrears equal to the rate applied by the ECB to its most recent refinancing operation plus 10 percentage points, with the Company being entitled to automatically demand full and immediate payment of the Order, all amounts owed to the Company becoming payable immediately with no prejudice to the application of the other clauses herein, while any discounts that may have been granted will be canceled and the full cost of the debt collection procedure charged to the defaulting Buyer.

The Company also reserves the right to suspend or cancel any Order relating to said defaulting Buyer, and to accept subsequent Orders only if payment is made in advance. Should the Buyer breach any one of its obligations, and should formal notice issued by means of registered mail remain unsuccessful for 15 clear days after dispatch, then, under a penalty clause, the Buyer will be required to pay a flat-rate compensation equal to one third of the total Order amount, with no prejudice to the application of the other clauses accepted herein.

TAXES

Any amounts that the Buyer pay for CJTs are exclusive of all applicable taxes. The Buyer is responsible for determining what, if any, taxes apply to its purchase of CJTs, including, for example, sales, use, value added, and similar taxes. It is the Buyer's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Buyer's purchase of CJTs.

BUYER LIABILITY

The Buyer acknowledges and accepts that they are solely liable for storage and use of the purchased CJTs under normal conditions of use, and in accordance both with current legislation at the time and place of use and with their profession's code of conduct, which they declare they are fully aware of.

Accordingly, the Buyer shall be deemed personally liable for any damaging consequences arising from the abnormal, noncompliant or unforeseeable storage, transfer or use of said tokens.

The Buyer also acknowledges that it has received all the necessary details from the Company on the information and data it has communicated and is therefore solely liable for the ordered CJTs' suitability in terms of their specific planned use.

The Buyer agrees to send the Company their correct and updated payment and personal details at the time of creating their client account and each time they may modify the said account. The Company reserves the right to request supporting documents from the Buyer to ensure the accuracy of the details they have supplied.

The Buyer will be solely and exclusively liable for the creation and conservation of the credentials required to sign into the ConnectJob network. The Company shall not be held liable for any illegal or fraudulent use of the Buyer's credentials. The provision of credentials is deemed confidential. Any suspicion of intentional or unintentional disclosure of the credentials shall engage the Buyer's sole liability, excluding that of the company.

The Buyer will assume full responsibility for the consequences of any theft or misuse of CJTs acquired as a result of any use by the members of its staff or by any person to whom the Buyer has provided their credential(s). Similarly, the Buyer will assume full responsibility for the consequences of the loss of the above-mentioned credentials(s).

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY'S PARTIES BE LIABLE FOR LOSS OF PROFITS OR 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 CJTS OR OTHERWISE RELATED TO THESE T&C, 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 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND COMPANY'S PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE T&C OR THE USE OF OR INABILITY TO USE THE CJTS, EXCEED THE EURO OR U.S. DOLLAR EQUIVALENT OF THE AMOUNT PAID BY THE BUYER TO COMPANY FOR THE CJTS AT THE TIME OF THEIR PURCHASE.

THE LIMITATIONS SET FORTH IN THIS DOCUMENT WILL NEITHER LIMIT NOR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 10 may not apply to the Buyer.

None of the information or analyses described in this document is intended to provide a basis for a contribution decision, and no specific recommendation is made. Accordingly, this document does not constitute a contribution advice or an invitation to contribute in any security or financial instrument of any nature whatsoever.

This document does not constitute or form part of, and should not be construed as, an offer for a sale or subscription, or an invitation to buy or subscribe securities or financial instruments. This document, or any of its component parts, does not constitute the basis for, or should not be used as a basis for, or in connection with, a contract for the sale of securities or financial instruments or a commitment to sell securities or financial instruments of any kind.

The Company expressly disclaims any liability for any direct or indirect loss or damage of any kind arising directly or indirectly from:

- (i) any reliance on the information contained in this document,
- (ii) any error, omission or inaccuracy in said information, or
- (iii) any resulting action that may be brought.

RETENTION OF OWNERSHIP CLAUSE

The Company retains full ownership of the ordered CJTs up to full and effective payment of the price agreed with the Buyer, including the principal and other charges, any contrary clause being deemed unwritten. As such, the Company will be entitled to claim the ordered CJTs as compensation for any unpaid invoices with no prejudice to its right to rescind any sales in progress, with the Buyer also agreeing to immediately notify the Company of any third-party development that would infringe the Company's right of ownership. Should the ordered CJTs be resold before payment is complete, the sale between the Company and the Buyer will be automatically rescinded and the assets transferred deemed to have been sold on behalf of the Company. The enforcement of the Company's right to claim is carried out without prejudice to any other legal and/or contractual damages or rights (e.g. compulsory execution or cancellation of the contract) and is made by simple registered letter sent to the Buyer. Should the Company decide to cancel the sale, the Buyer will be required to pay a lump sum equal to 30% of the total contract amount (principal and other charges), with the Company retaining all the amounts it has already collected.

INTELLECTUAL PROPERTY, REFERENCE

The Buyer acknowledges that the Company retains sole and exclusive ownership of all intellectual, industrial and expertise rights (documents, data, etc.) relating to CJTs. The technical and technological resources and expertise used to design both CJTs and documents of any nature shall remain the exclusive property of the Company, regardless of whether they are protected under an intellectual property clause. Therefore, any document, listing, database, etc., in their entirety, are communicated to the Buyer in return for payment or free of charge solely for use that exclusively enables them to make their Order, whether or not under a separate availability and/or non-disclosure agreement that forms an integral part of these T&C, and may not be used by the Buyer for any other purpose without incurring their liability.

CONTRACT COMPLETENESS, WAIVER, INTERPRETATION

The T&C constitute the entire agreement between the Buyer and the Company with respect to the Operation and supersedes all other oral and written representations, understandings or agreements relating thereto. Should any provision of these T&C be declared null and void or deemed unwritten, all other provisions shall remain in full force and effect. The Company's decision not to avail itself of any one of these provisions shall not be construed as a waiver of its right to apply the same provision at a later date. The interpretation and assessment of the validity of any contract is understood in accordance with the following documents, in

descending order in the hierarchy of norms: T&C, order acknowledgment of receipt, invoice, and delivery notification.

FORCE MAJEURE

Force majeure is deemed any event beyond the parties' control, which they cannot reasonably foresee or reasonably avoid or overcome, provided that its occurrence makes it impossible to fulfill the obligations and adversely affects Order execution (e.g. natural cataclysm, variation in blockchain fees, armed conflicts, labor disputes, changes in regulations, subcontractor failure, blockchain breakdown, etc.). The most diligent Party shall promptly notify the other Party by any means, and the Parties will then agree to negotiate in good faith any changes required to ensure the continuity of contract obligations. If, however, such impossibility exceeds three months, the most diligent Party may terminate the contract in writing without incurring its liability and without entitling the other party to claim any right of recourse or compensation, with the Company retaining previously collected amounts, which are irrevocably acquired.

The Parties shall not be held liable for any consequences of a force majeure event as defined above.

CHANGE OF LAW

The Buyer acknowledges and accepts that the Token Sale is taking place within a legal environment that is still under development. New laws or rules may subsequently frame, modify or clarify the practice of such operations. Where necessary, should legislative changes conflict with all or part of these T&S, the Company reserves the right to amend the terms of the operation as appropriate, retroactively if necessary, in order to ensure that the operation remains legal and compliant with the various regulatory bodies.

The Company will answer to any request issued via regular legal process aimed at obtaining specific information about the operation or its clients, specifically regarding anti-money laundering legislations.

LAW APPLICABLE

These T&C and any contractual relationship relating to the products and services sold by the Company are governed exclusively by Gibraltar's law, the Company's commitment being subject to this clause. Translations of the T&S herein, made available to the Buyer, are purely informative and are not legally binding. The English version of these terms and conditions has sole legal force. The Buyer and the Company agree to seek an amicable settlement prior to bringing any legal action. Failing this, any dispute, of any nature whatsoever, will be brought expressly before the court with jurisdiction in Gibraltar, as no document can affect a novation or waiver of this jurisdiction clause.