

HACKEN.IO

Terms and Conditions

Last Updated: September 18, 2017

Please read carefully these Terms and Conditions (hereinafter – the “**Terms**”, “**Terms of Use**”) before using a website [“https://hacken.io/”](https://hacken.io/) and/or any services or products made available through Hacken project – Gretto Group Ltd., company, incorporated in the jurisdiction of the British Virgin Islands (hereinafter – the “**Hacken**”, “**we**”, “**us**”) and its website (collectively, the “**Services**”) or when you otherwise interact with us, as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. Our Services will issue its internal cryptographic ERC20 token called Hacken Token (hereinafter – “**HKN Token**” or “**HKN**”) which will be used as the only payment tool allowed in the Hacken Ecosystem (hereinafter – the “**Platform**”). If you intend to hold HKN from the HKN Token Pre-Sale and Sale dates (hereinafter – the “**Hacken Token Sale**”), you should also read these Terms and accept them. **If you do not agree with these Terms, you must not access or use Platform or buy HKN Tokens.**

1. DEFINITIONS

Account – a User’s digital account on the Platform, which is created and used to purchase HKN during Hacken Token Sale.

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

Buyer, User, you – anyone who uses or planning to use the Platform / Website / Services. Where You is any person, who uses the Platform or its Services, without prior registration and authorization. User is any person, who uses the Platform or its Services, with prior registration and authorization. Buyer is any person, who uses the Platform or its Services, to purchases HKN.

Ethereum Smart Contract – account holding objects on the Ethereum Blockchain, which contain code functions and can interact with other contracts, make decisions, store data, and send “ether” to others. These smart contracts will ensure contractual financial relations for all Platform users without participation of third parties.

Hacken, we, us – a community driven business called the Hacken Ecosystem that consists of the HackenProof bug bounty marketplace, Unreported Zero-Day Remuneration Platform, Hacken Cybersecurity Startups Incubator, Cybersecurity Analytics Center, HackIT Conference and provides cybersecurity and other information services. **Hacken is neither a stock nor functions as any other investment instruments or exchange.**

Hacken Token Sale – restricted offerings to eligible Buyer only from September 18, 2017 to November 2, and the end of October, 2017 to the end of November, 2017(1 month), when a Buyer is able to buy HKN. The other restricted offerings dates eligible to the Buyer will be updated as the Hacken Token Sale campaign takes place.

Terms and Conditions – these Terms and all other operating rules, policies, and procedures that may be issued by Hacken and published from time to time on the Hacken website.

2. GENERAL INFORMATION

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

These Terms define basic mutual rights and obligations of the Hacken and the Users, either using the Platform or just visiting certain pages of the Hacken website, or Services during their use of the Platform, including but without limitation, for the purpose to perform certain transactions using HKN Tokens.

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

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

The User acknowledges and accepts that:

(I). these Terms are subject to changes, modifications, amendments, alterations or supplements at any time without prior written notice, at Hacken’s sole discretion, by updating this posting at the “Last Updated” section; the User’s continued use of the Platform or any services made available through Hacken after the amendments etc. shall constitute the User’s consent hereto and acceptance hereof;

(II). the Hacken reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Platform or any services made available through Hacken, and/or disable any access to the Platform or any services made available through Hacken;

(III). the Platform may at anytime implement, amend or change its monetization policy, providing relevant HKN use as the only payment tool for purchasing appropriate services of and on the Platform.

By accessing or using Platform, you represent and warrant that:

(I). you are of an age of majority to enter into these Terms (at least 18 years of age), meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;

(II). you are aware of all the merits, risks and any restrictions associated with cryptocurrencies (their buying and use), 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;

(III). have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party;

(IV). if you act as 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;

(V). not identified as a “Specially Designated National”, United States citizen or permanent resident of the United States, nor has a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States;

(VI). will not use the Platform if any applicable laws in your country prohibit you from doing so in accordance with these Terms;

(VII). you have in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies, as well as obtained sufficient information about the Hacken, Platform and HKN to enter these Terms; and

(VIII). you have necessary and relevant experience and knowledge to deal with cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

(IX). Finally, you represent and warrant that you will not be using this Platform for any illegal activity, including but not limited to money laundering and the financing of terrorism. You shall not use the Platform if you are prohibited under the applicable law from using it.

It may also be prohibited for citizens and/or residents of unrecognised and/or partly recognised territories and/or states to participate in Hacken Token Sale campaign. The seller may refuse selling HKN Tokens to citizens and/or residents of unrecognised and/or partly recognised territories and/or states.

Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of HKN, or other cryptocurrencies under the applicable law should not access this Platform and is prohibited accessing, referencing, engaging, or otherwise using Platform.

3. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

By using the Platform, the User represents/warrants and accepts that:

(a). there are certain risks, including, but not limited to risk of losing access to HKN, risks associated with the HKN Protocol, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for HKN, etc.;

(b). by using our Services, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of the purchase of HKN. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any purchase, as well as you may be vulnerable to any loss as the consequences of your actions on the Platform;

(c). Hacken does not give any advice, does not express any official expert opinion and does not give any statistician indicators that are mandatory for use with respect to HKN, and other cryptocurrencies. You make all decisions at your own risk and discretion. Our Platform does not contain the advice, opinion or mandatory data, which are binding or warrant the consequences, but the Platform may contain background information that you may use at your own risk and discretion.

4. CONFIDENTIALITY OF THE TRANSMISSION OF INFORMATION OVER THE INTERNET

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

Blockchain security is provided by data records of all HKN movements from one account to another, with the obligatory and automatic hash recording into the Blockchain. The flow-of-funds record is open to the public. However, the registry information is unchangeable and anonymous.

Please, take into regard, that when we host any software and enable you to access and use such software through our Platform, then these Terms will apply to such access and use, as well as any license agreements that we may enter into with you.

5. TAXES

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

6. ELECTRONIC NOTICES

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (hereinafter – the "**Communications**") that Hacken provides in connection with your use of the Platform. You agree that Hacken may provide these Communications to you by posting them via the Platform or any other services made available through Hacken, by emailing them to you at the email address you provide. You may also contact us through support email support@hacken.io to

request additional electronic copies of Communications.

Please, take into regard, that any information that we send to you does not appear to be a spam and to our deep belief is useful for you.

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support email support@hacken.io, but then you yourself are responsible for not being notified by us on any matters. If you decline or withdraw consent to receive electronic communications, Hacken may suspend or terminate your use of the Platform.

7. HACKEN DOES NOT PROVIDE AN INVESTING ADVICE

We are an execution-only service and do not act as an advisor on the merits of any particular transactions, including as to any financial, legal, investment, insurance and/or tax matters. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, these Terms do not constitute an investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. Any information provided by Hacken is for general information only. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any actions.

8. THIRD-PARTY CONTENT

The pages of the Hacken Platform and any services being available through Hacken 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 Hacken. In addition, the Hacken 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. The Hacken 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.

9. CONDUCT AND OBLIGATIONS

In connection with your use of the Platform, you will not:

- (I). violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are required to be a member through your use of the Platform or any services made available through Hacken;
- (II). provide false, inaccurate or misleading information;
- (III). infringe upon platform or any other services made available through Hacken or any third party's copyright, patent, trademark, or intellectual property rights;
- (IV). distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters;

(V). reverse engineer or disassemble any aspect of the platform in an effort to access any source code, underlying ideas and concepts, and algorithms;

(VI). take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;

(VII). transmit or upload any material to the platform or any services made available through Hacken that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;

(VIII). otherwise attempt to gain unauthorized access to the platform, other Hacken systems, computer systems or networks connected to the platform or any services made available through the platform, through password mining or any other means; or

(IX). transfer any rights granted to you under these Terms.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE HACKEN AND HKN ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE PLATFORM.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE HACKEN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE HACKEN NOR ANY PERSON ASSOCIATED WITH THE HACKEN MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE HACKEN NOR ANYONE ASSOCIATED WITH THE HACKEN REPRESENTS OR WARRANTS THAT THE HACKEN, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE HACKEN WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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IN NO EVENT SHALL OUR PROJECT, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE PLATFORM OR THE HACKEN MATERIALS, ANY CONTENT ON THE PLATFORM, OR SUCH OTHER WEBSITES, OR ANY OTHER SERVICES MADE AVAILABLE THROUGH HACKEN, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM HACKEN AND ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, OR ANY OTHER LOSS THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO HACKEN'S RECORDS, PROGRAMS OR SERVICES.

11. INDEMNITY

To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the Hacken 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 Hacken arising out of a breach of any warranty, representation, or obligation hereunder.

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

12. OWNERSHIP

The User certifies to us that any funds used by the User in connection with the Platform are either owned by him or that the User are validly authorized to taking part in Token Sale using such funds.

13. INTELLECTUAL PROPERTY RIGHTS

The Hacken 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 using the whole Hacken activities generally.

Unless otherwise indicated by us, all copyright and other any intellectual property of the Hacken, all content and other materials contained on Hacken or provided in connection with the Hacken, including, without limitation, the intellectual property rights for the Hacken and all text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, methods and algorithms, coordination, expression and other content connected to the Hacken (hereinafter – the "**Hacken Materials**") are the proprietary property of Hacken or our licensors, clients or suppliers and are protected by international copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Hacken Materials.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Hacken Materials in breach of the Terms, your right to use the Platform will stop immediately with no warning and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Hacken or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Hacken. Any use of the Platform not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

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

14. COPYRIGHT OF FEEDBACK MATERIALS

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding Hacken (hereinafter – the "**Feedback**") that are provided by you, whether by email, posting to the Platform or otherwise, are non-confidential and will become the sole property of Hacken. Hacken will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use, change, deletion and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. We reserve the right to use Feedback for any purpose at no charge and without compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights to your Feedback. The purpose of these terms is to avoid potential misunderstandings or disputes if Hacken's products, services, business ideas or business strategies might seem similar to ideas submitted to us as Feedback. If you decide to send us Feedback, you

acknowledge and understand that Hacken make no assurances that your Feedback will be treated as confidential or proprietary.

15. APPLICABLE LAW; ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced according to the British Virgin Islands. Any controversy or claim arising out of or relating to this Terms or the breach thereof, shall be settled by the International Arbitration and Cryptography Centre Limited (hereinafter – “IACC”). The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English. The hearings will be held online in accordance with IACC Rules.

16. AMENDMENTS; SUSPENSION; TERMINATION

Hacken reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Hacken, at any time and at its sole discretion. We will provide notice of these changes by posting the updated Terms to the Platform and changing the "Last Updated" date at the top of the Terms, or by any other means as determined by Hacken. The decision of which notification chosen will be left to Hacken's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Any changes or modifications will be effective immediately upon posting the updates to the Platform or at the instant that Hacken transmits the information to the users. These changes will apply at that instant to all then current and subsequent uses of the Platform. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Platform acts as acceptance of such changes or modifications. **If you do not agree to the Terms in effect when you access or use the Platform, you must stop using the Platform.**

Notwithstanding anything contained in these Terms, we reserve the right, without notice and at our sole discretion, to terminate these Terms or suspend your right to access the Platform. All rights and licenses granted to you under these Terms will immediately be revoked upon our termination of these Terms or our suspension of your access to the Platform.

In the event of any Force Majeure Event (as defined in "**Miscellaneous**" Section), breach of these Terms, or any other event that would make provision of given by Hacken services commercially unreasonable for Hacken, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our services. We may terminate your access to the Platform in our sole discretion, immediately and without prior notice, and delete or deactivate your Account and all related information and files in such Account without liability to you, including, for instance, in the event that you breach any term of these Terms.

17. MISCELLANEOUS

Entire Agreement. These Terms is intended to fully reflect the terms of the original agreement between the Parties. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the

enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

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

Privacy Policy. Please see our Privacy Policy ([Hacken.io - Privacy Policy](#)) for information regarding how we collect and use information. The Privacy Policy is part of these Terms, so please make sure that you read it.

Waiver. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

Force Majeure Events. Hacken shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Hacken's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Hacken's reasonable control (each, a "**Force Majeure Event**").

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

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

If you or anyone else have any question or notice any bugs, errors or violations you may send any questions regarding the use of the Platform or regarding these Terms via e-mail at support@hacken.io. We will be happy to process such feedback, however, note, that we do not promise any reaction to such feedback.