

Terms of use

Please read the following Terms and Conditions carefully. If you do not agree with all of these terms, please do not use this Website or any information, links or content contained on this Website, do not use any documents and information sent to you by the Token Provider. Your access to and use of this Website, Token Provider ICO and Token Provider documents constitutes your acceptance of and agreement to abide by each of the terms set out below.

1. Introductory Provisions and Definition of the Terms used in the ToU

These General Terms and Conditions (hereinafter referred to as Terms of Use or Terms) apply to the terms of use of the MoneyRebel Token MRP (hereinafter referred to as Token or MRP) and the MoneyRebel Project (hereinafter referred to as the Project).

1.1. Token Provider: The provider of the Token is MoneyRebel d.o.o., with the following data:

- registered office and business address: Ameriška ulica 8, 1000 Ljubljana Slovenia;
 - tax number: 55690238;
 - e-mail address: team@moneyrebel.com;
- (hereinafter referred to as: Token Provider).

1.2. Website: www.MoneyRebel.io.

1.3. Supporter: A natural or legal person that backs the Project by acquiring Tokens from the Token Provider by exchanging crypto currencies for Tokens.

1.4. MRP Token: A cryptocurrency Token coin called a MRP Token, or short, MRP issued by the Token Provider (hereinafter referred to as Token or Coin or MRP).

1.5. Cryptocurrency: A cryptocurrency (or cryptocurrency) is a [digital asset](#) designed to work as a [medium of exchange](#) using [cryptography](#) to secure the transactions and to control the creation of additional units of the currency (source: <https://en.wikipedia.org/wiki/Cryptocurrency>).

1.6. Ether: A Token Coin of the Ethereum blockchain called ether (source: <https://en.wikipedia.org/wiki/Ethereum#Ether>).

1.7. Ethereum platform: is an [open-source](#), public, [blockchain](#) -based [distributed computing](#) platform featuring [smart contract](#) (scripting) functionality. (source: <https://en.wikipedia.org/wiki/Ethereum>).

1.8. ToU: Terms of Use of the Token Provider.

1.9. ICO: Initial Coin Offering.

1.10. PRESALE: The timeline before the ICO starts when only invited Supporters can acquire Tokens with a special bonus.

1.11. PREICO: The timeline before the ICO starts when all Supporters can acquire Tokens with a special bonus.

1.12. Platform: The Money Rebel Platform (hereinafter referred to as the Platform or MR Platform or Money Rebel Platform).

1.13. Terms: Terms of Use

1.14. Soft Cap: The threshold of the Minimum Value of Cryptocurrencies collected from Supporters in the Token Provider Crowdsale. If collected below this threshold, then the Cryptocurrencies will be returned to the Supporters.

1.15. Hard Cap: The Maximum Value of Cryptocurrencies collected from Supporters in the Token Provider Crowdsale.

1.16. BitIns: The EUR to Cryptocurrencies exchange service Provider called BitIns d.o.o.

2. The Project

The main goal of The Project is to develop the MR Platform that will later be offered to clients. MR Banking and other applications like MR Portfolio, MR Adviser, MR Advisory tools, Smart MR Debit Card, MR Robo adviser, MR Virtual Assistant, MR Kriptel.de and MR Investment will be part of the MR Platform.

3. Website and other materials

3.1. Details about the Project are available on the website MoneyRebel.io, which shall form an integral part of these Terms. The Supporter agrees not to copy any information from the Website without the permission of the Token Provider except information for personal non-commercial use.

3.2. The Token Provider has also prepared a White Paper which describes the Project thoroughly and is available on the Website (hereinafter referred to as the White Paper). The White Paper shall form an integral part of these Terms. In case of any discrepancy between the provisions of these Terms and the provision of the White Paper, the provisions of the Terms shall prevail.

4. Acceptance of the Terms

4.1. By inputting this data in the Website form and sending it to the Token Provider by pressing a button, the Supporter confirms that they have thoroughly read and fully understood each and every provision of these Terms, which are effective and binding on both Parties.

4.2. By accepting these Terms, and provided that the other conditions set out hereunder have been met, the Supporter enters into a binding contract with the Token Provider.

5. Acquisition of Tokens

5.1. The Tokens allocated to each individual Supporter in accordance with the provisions of Point 8 of these Terms shall be sent by the Token Provider to the wallet address provided by the Supporter during the PRESALE, PREICO or ICO, provided that such a wallet is an Ethereum compatible wallet. The following wallets are known to be compatible with Ethereum tokens (ERC-20 standard): MyEtherWallet, MetaMask, Mist, Parity and similar.

5.2. The Supporters that invested in the PRESALE and PREICO phase has a username and login to the MoneyRebel ICO dashboard. There the Supporter are able to check how many Tokens they have received.

5.3. Token Provider does not provide wallets or storage services for the Tokens. It is the obligation of each Supporter to withdraw them and store them safely.

6. Token distribution between Supporters, Team and Advisers

6.1. The Supporter expressly acknowledges and agrees that 60% of the created Tokens (without considering airdrop tokens) shall be distributed among the Supporters, and that taking into account the limitations (percentages) set out in the Whitepaper, MRP token allocation, the Token Provider may distribute the remaining 40% to other persons at its sole discretion.

6.2. Any holder of the Tokens, regardless of their status, shall enjoy equal rights pertaining to or stemming from the Tokens.

7. Timeline

The Project Timeline is set out in Whitepaper, Timeline. This Timeline is set out on a "best-effort" basis to predict future work and phases; however, given that it is almost impossible to exactly predict future events and development, the Token Provider reserves the right to adjust the Timeline to future business developments.

8. Cancellations and Refund Policy

8.1. The Supporter acknowledges that all token exchanges are final and that the Token Provider is not obligated to refund or compensate in lieu of any token exchanges for any reason. The Supporter has no right to withdraw from the Crowdfunding or cancellation of the token exchange.

8.2. In the event that the Token Provider returns any received funds, the Supporter shall not receive any interest for the time that the Token Provider has had the Supporter's funds.

9. Privacy and Data Protection Policy

9.1. The Supporter is responsible for themselves and for their responsible persons for the confidentiality, protection and use of access passwords, usernames and other data.

9.2. The Supporter is responsible for the actions of their responsible persons as if they were their own.

9.3. The Token Provider and the Supporter are obligated to protect all data concerning the other contracting party which they obtain through or in relation to their cooperation, as a business secret, during their cooperation and for at least three (3) years after the termination of the validity of the contractual relationship.

9.4. The information, which is a business secret, must not be used by the contracting parties on their own or with others for purposes beyond the contractual relationship, and must not be submitted to third parties or enable third parties to be acquainted with it. The prohibition of the submission information to third parties does not apply to the Token Provider where and to the extent it is necessary to provide services as per the concluded contractual relationship.

9.5. In no case may the Supporter make a press statement using data that are considered a business secret, except with the prior written consent of the Token Provider.

9.6. The Supporter agrees that the Token Provider or a third party may send e-mail notifications related to the operation of the services and delivery and their capacities, upgrades referring to the services, changes or amendments to these Terms, campaigns or benefits in using the services and deliveries, as well as other service-related messages. The Supporter agrees that these notifications may also include commercial messages (ads) from the Token Provider or third parties.

9.7. The Supporter agrees that the Token Provider sends them electronic messages to its e-mail address entered upon registration, and to keep and process the data on the Supporter in the way determined in this Article.

9.8. The Supporter understands and agrees that in terms of sent e-mail notifications, the Token Provider may record the data on the Supporters who read a specific e-mail message and the data on the online links in the respective message the Supporters opened (clicked). The Supporter agrees that the Token Provider may use the data thus obtained to adjust offers and/or contents of future e-mail notifications sent to a specific Supporter.

9.9. The Supporter agrees that the Token Provider may use all the data gathered within the scope of implementing the services and deliveries for the Supporter for its own needs without limitations, including market analyses and the adjustment of products and services to the findings of the analyses.

9.10. The Supporter explicitly allows the Token Provider to send information, notifications and survey questionnaires directly or indirectly related to the Token Provider's services to the Supporter's e-mail address during the contractual relationship until the cancellation or opting-out of receiving these kinds of notifications.

9.11. The Supporter agrees that for the purposes of its operation, the Token Provider shall gather and process the personal data of its contact persons who communicate with the Token Provider with regard to services and deliveries.

9.12. The contracting parties undertake to protect the personal data of employees and contractual workers of other contracting parties or related data as per the EU's General Data Protection Regulation (GDPR).

9.13. You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us over email.

10. Warranties and Disclaimers

10.1. The Token Provider does not make and expressly disclaims any warranties, expressed or implied.

10.2. The Token Provider does not warrant that Tokens or the process of cryptocurrency transactions and receiving Tokens will be uninterrupted or flawless and that the exchange of Tokens will result in receiving Tokens by the Supporter. The Token Provider also does not warrant the ability of anyone to exchange cryptocurrencies or use Tokens. The Supporter acknowledges that they might lose the entire amount they paid to the Token Provider.

10.3. The Supporter expressly acknowledges, understands and agrees that they are exchanging crypto currencies and acquiring Tokens at their sole risk and that the Tokens are each provided, used and acquired on an "as is" and on an "as available" basis without representations, warranties or guarantees by the Token Provider.

10.4. The Supporter will implement reasonable and appropriate measures designed to secure access to: (a) any device associated with the Supporter and utilized in connection with the provider's acquisition of Tokens; (b) private keys to the Supporter's wallet; and (c) any other username, passwords or other logins or identifying credentials. In the event that the Supporter is no longer in possession of the Supporter's private keys or any device associated with the Supporter's wallet or is not able to provide the Supporter's login or identifying credentials, the customer may lose all of the provider's tokens and/or access to the provider's account. The customer is under no obligation to recover any tokens and the provider acknowledges, understands and agrees that all acquisitions of tokens are non-refundable and non-irreversible, and the provider will not receive any money or other compensation for any tokens acquired.

10.5. The provider must provide the customer's digital wallet address that supports the Token. If the provider sends to the Token Provider a digital wallet address that does not support the Tokens or the Supporter sends a wrong wallet address, the Supporter may lose all the Tokens sent to this address.

10.6. The Supporter is only allowed to acquire the MRP if and by acquiring the MRP they covenant, represent, and warrant that they are neither a citizen, resident or tax resident of the United States of America (including all territories of this country), People's Republic of China, the Democratic People's Republic of Korea, Canada, Afganistan, Irak, Yemen, Siria, Vanuatu, Guayana, Laos or Uganda, nor do they have a primary residence or domicile in the United States of America (including all territories of this country), People's Republic of China, the Democratic People's Republic of Korea, Canada, Afganistan, Irak, Yemen, Siria, Vanuatu, Guayana, Laos or Uganda. In order to acquire the MRP and by acquiring the MRP the Supporter covenants, represents, and warrants that none of the owners or beneficiaries of the company, of which the Supporter is an authorized officer, is a citizen, resident or tax resident of of the United States of America (including all territories of this country), People's Republic of China, the Democratic People's Republic of Korea, Canada, Afganistan, Irak, Yemen, Siria, Vanuatu, Guayana, Laos or Uganda, nor do they have a primary residence or domicile of the United States of

America (including all territories of this country), People's Republic of China, the Democratic People's Republic of Korea, Canada, Afganistan, Irak, Yemen, Siria, Vanuatu, Guayana, Laos or Uganda. Should this change at any time, you must immediately notify the Token Provider.

The Supporter is not allowed to acquire Tokens if he has residence, citizenship or primary residence in any other jurisdiction in which it is not permissible to participate in token crowd contributions.

10.7. If buying, selling, acquiring and the usage of crypto currency and/or tokens, or other transactions indicated in this Terms of Use and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you are obliged not to use the Website and not to use or acquire the MRP. Failure to comply with the local laws may result in the loss of your Account and any assets contained within.

10.8. The Token Provider shall reserve the right to refuse the exchange of funds to the MRP to anyone who does not meet the criteria necessary for their acquiring, as set out in these Terms, the Website and by the applicable law.

10.9. Tokens are not shares of the Token Provider. Tokens do not represent ownership, interests or grant ownership, control or voting rights in the Token Provider, nor do they grant any rights to receive a share of the Token Provider profit.

10.10. The MRP Token could be used later to purchase products, services and applications on the Money Rebel platform.

10.11. The Website, the White Paper and other materials are prepared for the Supporter's general information only. It is not intended to be a recommendation to use the Tokens.

10.12. All payments/money transfers the Supporter makes will be made only in the Supporter's name.

10.13. The Supporter expressly acknowledges, understands and agrees that the Supporter is using the Tokens, the Website and other Token Provider documents at the Supporter's sole risk and that the Tokens, the Website and other Token Provider documents are each provided, used and acquired on an "as is" an on an "as available" basis without representations, warranties, promises or guarantees whatsoever of any kind by the Token Provider and the Supporter shall rely on its own examination and investigation thereof.

11. Risks

11.1. ICO projects are not legally very well regulated yet, and there is a huge absence of legal practice and regulators' guidance. By participating in the Project you acknowledge that you have been informed about the following risks associated with the Project, the Website, the Promotional materials, the Tokens, the Mobile Bank software, Applications software and the Token distribution.

11.2. Risk of losing Tokens if the wrong Wallet Address has been provided

If you send to the Token Provider the wrong wallet address or a wallet address that does not support the MRP or you lose your private keys to the wallet address that was sent to the Token Provider, it can result in the loss of Tokens.

11.3. Risk of losing Tokens if the provided wallet address does not support Ethereum platform based Tokens

There is a possibility that the Ethereum Network (with which Tokens are in interaction) malfunctions which can result in a transfer delay or even the loss of Tokens.

11.4. Risk of a Crypto Exchange malfunction

The Token Provider is not and will be not responsible if the Supporter is using Crypto or other Exchanges where you can trade with crypto currencies and crypto tokens.

11.5. Risk of loss of value

Since the value of the Tokens will be determined in the future by demand and supply, the value of the Tokens might fluctuate enormously or even drop to zero.

11.6. Risk of low or no liquidity

The Token exchange market price may experience extreme volatility. Cryptographic tokens or crypto currencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in the MRP token exchange value. Such fluctuations are due to the market forces and represent changes in the balance of supply and demand. The Token Provider cannot and does not guarantee any market liquidity for the MRP. Additionally, due to the different regulatory requirements in different jurisdictions, the liquidity of the Token may be markedly different in different jurisdictions.

11.7. Risk of a hacker attack

You understand and accept the risk that hackers or other groups or organizations may attempt to steal Tokens or otherwise interrupt or cancel the Token Provider's ICO, business or usage of Tokens.

11.8. Risk of security weakness in the Tokens' source code

There is a risk of unintended security weakness in the Tokens source code that might result in a loss of Tokens.

11.9. Risk of unfavourable regulatory action

Crypto currencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. Token Providers may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with the Token Provider, as well as be impacted by one or more regulatory enquiries or regulatory actions which could impede or limit the ability of the Token Provider to conduct business any further. The development, marketing, promotion or otherwise of the Token Provider may be seriously affected, hindered or terminated as a result.

11.10. Risk regarding security regulations

There is a risk that in some jurisdictions the Token might be recognized as a Security, or it might be recognized as a Security in the future. The Token Provider does not give a guarantee or warranty that Tokens are not a Security in all jurisdictions. The Token Provider cannot and do not guarantee or warrant that the Tokens will not be recognized as a Security in Slovenia. Therefore, the Token Provider appeals to each Supporter to check the legislation.

11.11. Transmission Risk

When the Token Provider transfers Tokens to the Supporter's wallet address, the transmission can be longer or delayed or can even be unsuccessful or it can result in the loss of Tokens for the Supporter.

11.12. Risk of Token price fluctuation

Supporter should understand and accept that acquiring and the sale of crypto currencies and tokens of any kind (including the MRP) involves risk. Due to the constant price fluctuations, you may increase or lose the value of your assets at any time.

11.13. Risk that the MR applications and the MR Banking does not meet expectations

The MR Platform is going to be developed according to the development plan described in the Whitepaper. The MR Platform may undergo significant changes in the process of development. Also, functionalities may differ from the ones described in the Whitepaper.

11.14. Risk of non- completions of the mobile bank of planned apps

There is a risk, even though the Token Provider estimates it as very low, that the MR Platform will not be completed or deployed.

12. Limitation of Liability

12.1. In no case shall the Token Provider be liable for any damage incurred by the Supporter in using the Token Provider's services or in relation thereof, if the damage is a direct or indirect result of:

- the action or omission of the Supporter or a person for which the Supporter is responsible, or who acts upon the Supporter's authorization or in the Supporter's interest;
- actions of third parties, including the persons who on their own behalf or together with the Token Provider provide the operation of an individual service or a part of a service or deliveries;
- force majeure; events that the Token Provider could not foresee upon concluding the contractual relationship and which or the consequences of which cannot be avoided are deemed as force majeure; for example, but not exclusively; force majeure includes floods, wars, extraordinary events, demonstrations, instances of civil disobedience, measures of national or local authorities, fire, earthquake, strikes, interruptions to production processes, traffic jams and other cases recognized by case. The Supporter explicitly agrees that a long disconnection or disturbances to the power supply, unforeseen hardware or software faults, failures in the telecommunication network or disturbances to its access, technical problems of the suppliers of products and services required and used by the Token Provider shall also be deemed as force majeure; the foregoing events shall be deemed as force majeure even if they stem from the domain of the Token Provider.

12.2. In no case shall the Token Provider be liable for any indirect damages and for loss of profit.

12.3. In no case shall the Token Provider be responsible for any loss, damage or change to the Buyer's content saved on the Token Provider's equipment.

12.4. In no case shall the Token Provider be liable for damages caused to the Supporter by computer malware or other harmful and/or malicious programs or other software or due to breach of the computer or information system.

12.5. The Supporter itself is responsible for preparing and saving backups of its data that have been stored on the Token Provider's servers.

12.6. If in any case the exclusions of liability of the Token Provider shall be declared void or illegal, then the Token Provider's liability shall be limited to the maximum extent allowed by the applicable legislation.

12.6. We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the "Third-Party Content") for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such a Third-Party.

13. Taxation

The Supporter acknowledges, understands and agrees that: (a) the acquisition of Tokens may have tax consequences for the Supporter; (b) the Supporter is solely responsible for the Supporter's compliance with the Supporter's tax obligations; and (c) the Company bears no liability or responsibility with respect to any tax consequences to the Buyer.

14. Lack of Legal and Tax Regulation Practice

The Supporter acknowledges that Legal and Tax regulations regarding blockchain technology and crypto currencies are very limited and insufficient. Thus, the Supporter expressly agrees that he has sufficient knowledge and understanding of the risks and merits of blockchain-based systems to make an informed decision to exchange Tokens and evaluate the risks of the exchange.

15. Obligation to Comply with the laws of the Supporter's jurisdiction

The Supporter shall comply with and not break any law in his jurisdiction of residence or nationality by using the Token Provider's services. The Supporter shall be liable for any damage incurred due to a breach of this provision and shall forfeit exchanged Tokens at the discretion of the Token Provider.

16. AML

The Token Provider reserves the right to conduct "know your customer", due to legislation, regulatory or other reason, demand procedure and any other kind of customer due diligence on you at any time (including after the close of the ICO). If the Token Provider discovers your acquisition of Tokens is violating this Terms of Use or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your acquisition of Tokens under the PRESALE, PREICO or ICO shall be invalid with retroactive effect and the Token Provider shall be entitled to immediately terminate this Agreement (Terms Of Use) with you, reject the delivery of any Tokens and request the return of any delivered Tokens, irrespective of any payment that you could have made. You may be required to provide the Token Provider with certain personal information, including but not limited to, your name, surname, address, telephone number, e-mail, date of birth, personal ID, passport, utility bills, proof regarding the source of funds, video or live identification of the person etc. You hereby authorize the Token Provider to directly make any inquiries we consider necessary to verify your identity and/or account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.

17. Intellectual Property

The Token Provider retains all Intellectual Property rights, interests and titles to the full extent and without limitations. The Supporter shall not use or abuse the Token Provider's Intellectual Property without prior written approval of the Token Provider.

18. Governing Law

The Token Provider and the Supporter shall cooperate in good faith to resolve any dispute or claim that might arise out of, relating to or in connection with these Terms of Use, including with respect to the formation, applicability, breach, termination, validity or enforceability (thereof "the Dispute").

The relationship between the Token Provider and the Supporter is subject to the laws of Slovenia, without the use of rules on private international law and procedure. Disputes between the contracting parties are to be settled by the competent court according to the location of the Token Provider's registered office.

19. Force Majeure

Events that the Token Provider could not foresee upon concluding the contractual relationship and which, or the consequences of which, cannot be avoided, are deemed as force majeure; for example, but not exclusively, force majeure includes floods, wars, extraordinary events, demonstrations, instances of civil disobedience, measures of

national or local authorities, fire, earthquake, strikes, interruptions to production processes, traffic jams and other cases recognized by case. The Supporter explicitly agrees that a long disconnection or disturbances to the power supply, unforeseen hardware or software faults, failures in the telecommunication network or disturbances to its access, technical problems of the suppliers of products and the services required and used by the Token shall also be deemed as force majeure; the foregoing events shall be deemed as force majeure even if they stem from the domain of the Token Provider.

20. Severability

The determination of any of the provisions of these Terms Of Use by a court of competent jurisdiction which shall affect the validity or enforcement of any of the provisions, shall result in a modification of the provision to make it valid and fulfilling the original intent of the Parties to the extent possible. All the transactions shall be performed as originally anticipated to the extent possible.

21. Final Provision

21.1. An e-mail message shall be deemed as a valid form of communication between the contracting parties. This e-mail message must be sent to the e-mail address stated upon registration or to the e-mail address the contracting party has submitted to another contracting party as per the provisions of these Terms of Use and is verified by the Token Provider. At any time and without stating the cause, the Token Provider may request the Buyer to confirm the contents of an e-mail via registered post or by any other appropriate means.

21.2. The message is deemed received upon its receipt by the other contracting party. The message is deemed received even if the other contracting party does not receive it and the sending party can prove that the message was sent as per the first paragraph of this Article.

21.3. The Supporter guarantees to the Token Provider that its property (cryptocurrency that he transfers to the Token Provider) does not originate and is in no way related to money laundering, hiding money, tax evasion, terrorism, crime, illicit trade in weapons, drugs, trafficking or other offences and that it fully complies with the legislation in the field of money laundering and terrorism financing prevention.

21.4. The Token Provider reserves the right to change any and all provisions of these Terms at any time and without prior notice.

21.5. These Terms of Use shall apply from June 19th, 2018