

Terms and Conditions

Token Sale - Moozicore Holding Company

Following Terms and Conditions (“Terms”) are integral part of ICO agreement. *The information contained in the Whitepaper and on the website are of descriptive nature only, are not binding and do – unless explicitly referred to herein – not form part of the Terms as set forth below.*

Terms shall not be considered as a solicitation for investment.

1. Principles of ICO

Participant: is a natural person/entity who passed required by law Anti Money Laundering (“AML”) and Know your customer (“KYC”) procedures and have successfully signed ICO contract. The status of Participant is subject to restrictions required by applicable law, described in ICO Agreement, AML and KYC procedures.

AML and KYC procedures will be conducted by the independent contractor: **Coinfirm Limited**, incorporated and registered in England and Wales with company number 10027965 whose registered office is at Lansdowne House 5th Floor, 57 Berkeley Square, W1J 6ER, London UK.

Procedures will be conducted according to laws of European Union and Republic of Poland, especially Commission Delegated Regulation (EU) 2016/1675 of 14 July 2016 supplementing Directive (EU) 2015/849 of the European Parliament and of the Council by identifying high-risk third countries with strategic deficiencies. What is more, ETH holder could be denied the Participant status, in order to prevent any applicable law violation.

Moozicore service: is a Background Music Service for Businesses where music is essential for customers. Moozicore service transforms background music into an interactive customer-sourced playlists. Moozicore service’s goal is to evolve places such as bars, restaurants, gyms and any other entertainment venues by creating personalized, social music experience for each customer. Moozicore service and application will be operating in USA and in other participating countries described in the Whitepaper.

Moozicore INC. (“Moozicore INC Group”) is a multinational enterprise group within the meaning of OECD Guidelines for Multinational Enterprises that consist of (among others):

- 1) Moozicore spółka z ograniczoną odpowiedzialnością (“Moozicore Holding Company”) - limited liability company registered under laws of Poland with registered seat in Poznań Poland under KRS (national register number) 0000718249 with NIP (TAX ID) number 7831772602 – holding company which core activity is management and founding of the entities acting under Moozicore Inc. name.
- 2) Moozicore, Inc. (“Moozicore USA”) is an entity registered in Delaware under registration number 6419621 established in order to provide services in the area of background music services for business within the territory of USA.

Purpose of ICO: Moozicore Holding Company is conducting ICO in order to finance the development of Moozicore service project in USA, China and Japan.

Token: MZI GOLD is a utility token, that can be used as form of payment for Moozicore service. Ownership of MZI GOLD carries no rights express or implied other than a right to receive the Moozicore service, if and to the extent the Moozicore service has been successfully completed and launched in particular country. Especially, Participant understands and accepts that MZI GOLD do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the Moozicore service or any entity from Moozicore INC. Group. Participant understands and accepts that he has no right to claim as holder of MZI GOLD any intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the Moozicore service and/or any entity from Moozicore INC Group.

Participant and each subsequent holder of MZI Gold in exchange for MZI Gold will be able to get access to Moozicore service features from any existing or future entity from Moozicore group that supplies (or will supply) Moozicore Service. Participant understands that access to Moozicore service features will be granted through exchange MZI Gold for Coins at a market exchange rate, subject to exchange rate shall not be lower than 1 MZI Gold for 1 Coin.

ICO:

ICO contract could be concluded by:

- (a) Ether contribution,
- (b) Successful completion of the Bounty Campaign as described at <https://bounty.moozicore.com>,
- (c) Successful completion of the Referral Program as described at <https://referral.moozicore.com>.

Ether contribution

By transferring Ether ("ETH") to the Smart Contract System and distributing Tokens ("MZI GOLD"), the Participant understands and accepts that the Participant makes a contribution into a Smart Contract System for the worldwide development of the Moozicore service.

Participation in Bounty Campaign/Referral Program

Participants who by successful completion of the Bounty Campaign or the Referral Program will acquire right to MZI GOLD will not be excluded from the requirements and restrictions set out in Terms.

Recognitions of Participant

The Participant understands and accepts that while the individuals and entities from Moozicore Group assigned to this task will make reasonable efforts to expand Moozicore service and launch in Japan and China, it is possible that such development may fail and Participant's MZI GOLD become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also section 8 regarding Risks).

The Participant is also aware of the risk that due to a lack of public interest, the Moozicore service could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The Participant therefore understands and accepts that the transfer of ETH to the Smart Contract System and the distribution of MZI GOLD by the Smart Contract System carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created MZI GOLD if any, and attributed features of the Moozicore service).

The Contribution into the Smart Contract System will not involve any other currencies and will strictly be done in cryptocurrencies (ETH).

By transferring ETH to the Smart Contract System, the Participant expressly agrees to all of the terms and conditions set forth in Smart Contract System Code existing on the Ethereum blockchain and in this document, which is incorporated by reference herein. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Smart Contract System.

By transferring ETH to the Smart Contract System and receiving MZI GOLD, no form of partnership, joint venture or any similar relationship between the Participants and Moozicore Holding Company and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the Moozicore service is created.

Contribution

Contribution Cap: The total amount of Contributions will be hard-capped to 498,000,000 MZI GOLD (Hard Cap). Contributions (pending or transacted) exceeding the respective Hard Cap, will not be accepted as Contributions (in total, not just the exceeding part). Once the Hard Cap has been reached, the Contribution Period ends.

Token Pool: At the end of the Contribution Period, an amount of max. 1,000,000,000 MZI GOLD is planned to be distributed by the Smart Contract System, all of equal value and functionality.

Creation Rate: The Smart Contract System will allocate 8400 MZI GOLD for every Contribution of 1 ETH in first stage of Sale, 6300 MZI GOLD for every Contribution of 1 ETH in second stage of Sale, and 4800 MZI GOLD for every Contribution of 1 ETH in third stage of Sale.

Minimum Purchase Requirements: Minimum Purchase amount is 0,2 ETH.

Contribution Period: The Contribution Period starts on November 26th 2018, 10:00 a.m. CET and ends on January 28th, 2019 10:00 a.m. CET or when the Hard Cap is reached — whichever is earlier.

Creation and Allocation of MZI GOLD: The creation and allocation of MZI GOLD is initiated by the Participant sending an amount of ETH to the Smart Contract System, located on the Ethereum blockchain at the address set forth, which triggers a smart contract operation. After the confirmation of the transaction, the Smart Contract System creates and allocates the corresponding MZI GOLD to the Participant's wallet address, from where the ETH was sent from. Participant must assure to make contribution using an ETH wallet address to which the Participant holds the according private key (e.g. not an address of a currency exchange or wallets that doesn't support ERC-20 tokens). Issuance of MZI GOLD (meaning that respective entries of the Public Key (PUK) of Participant) are made by the Smart Contract System on the blockchain according to the allocation information in the Smart Contract System.

No Refund: The Participant understands and accepts that all Contributions for MZI GOLD are final and may not be reversed, except in case Contributions have surpassed the Hard Cap. Participant therefore shall assure to make his Contribution using an ETH address to which they hold the according private key. Other Contributions are nonrefundable. By contributing for MZI GOLD, the Participant acknowledges that he has no right to request a refund for any reason, and that the Participant will not receive money or other compensation for any MZI GOLD that is not used or remains unused.

Assure to use the original Smart Contracts: Only the Smart Contract(s) existing at the address set forth will issue MZI GOLD during the Contribution Period. Access to this Smart Contract will be available through **0x3d7b33448b4e3b69bb6c0c3c905bD1592f8238f4**

Participant shall examine Smart Contract program code at: https://github.com/Moozicore/Moozicore_Tokens_Contracts. To the extent that any third-party website, service or smart-contract offers MZI GOLD during the Contribution Period and/or facilitates the allocation or transfer of MZI GOLD in any way during the Contribution Period, such third -party websites or services are not authorized by Moozicore Holding Company and have no relationship in any way with Moozicore Holding Company.

Early Termination of the Contribution Period: During the Contribution Period, Moozicore Holding Company may at any time stop the contribution function at its own discretion and thereby end the Contribution procedure, in particular for security reasons.

KYC/AML verification

KYC/AML applications starts on the same date as Contribution Period and verification ends on February 28th, 2019 24:00 CET.

MZI GOLD Functionality

MZI GOLD are only for use in connection with the Moozicore service under the terms of the Smart Contract System and only constitute a transferable representation of attributed functions specified in the Smart Contract System.

Participant understands and accepts that subject to a decision of the MZI GOLD holders based on a governance mechanism, an inflation mechanism (e.g. for staking rewards etc.) may be implemented in the future.

MZI GOLD unlock

MZI GOLD will become unlock on March 1st, 2019 10:00 CET.

2. Representation and Warranties of Participant

By transferring ETH to the Smart Contract System and receiving MZI GOLD, the Participant represents and warrants that:

- the Participant is not a citizen or resident of a country, whose legislation conflicts/restricts exchange of tokens/cryptocurrencies and/or the Moozicore service in general;
- the Participant is not a citizen or resident of the USA; nor U.S. Person within the meaning of Rule 902 of the U.S. Securities Act of 1933;
- the Participant is not a citizen or resident of countries listed in COMMISSION DELEGATED REGULATION (EU) 2016/1675 of 14 July 2016 supplementing Directive (EU) 2015/849 of the European Parliament and of the Council by identifying high-risk third countries with strategic deficiencies eg.:
 1. Afghanistan
 2. Bosnia and Herzegovina
 3. Guyana
 4. Iraq
 5. Lao PDR
 6. Syria
 7. Uganda
 8. Vanuatu
 9. Yemen
 10. Ethiopia
 11. Sri Lanka
 12. Trinidad and Tobago
 13. Tunisia
 14. Iran
 15. Democratic People's Republic of Korea (DPRK)
- the Participant has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- the Participant understands and accepts that there is no warranty or assurance that the network of miners will allocate the MZI GOLD to the Participants as proposed by these Terms.
- The Participant understands and accepts that the consensus mechanism securing the Ethereum Network may change in the future, and the stakeholders who are in control of the Network may also change as a result.
- the Participant has carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain and fully understands and accepts the functions implemented therein;
- the Participant is legally permitted to transfer ETH to the Smart Contract System, create and obtain MZI GOLD in the Participant's jurisdiction;
- Participant will contribute ETH from a wallet respectively within a wallet or wallet service provider that technically supports the MZI GOLD. Participant understands and accepts, that failure to assure this may have the result that Participant will not gain access to his MZI GOLD;
- Participant understands and accepts, that if he exceeds with his Contribution the Hard Cap, the total amount of his Contribution will not be accepted by the Smart Contract System. Participant further understands and accepts, that in such case the Gas necessary for the transaction will be lost.
- the Participant is legally permitted to receive software and contributing to the Smart Contract System for the development of the Moozicore service;
- the Participant is of a sufficient age to legally create and obtain MZI GOLD; the Participant understands restrictions and risks associated with the creation of MZI GOLD by the Smart Contract System as set forth below; the Participant is not submitting ETH to the Smart Contract

System to obtain MZI GOLD for the purpose of speculative investment; the Participant is not obtaining or using MZI GOLD for any illegal purposes; the Participant is purchasing the functionality of the MZI GOLD issued by the Smart Contract System primarily to support the development, testing, licensing, deployment and operation of the Moozicore service, being aware of the commercial risks associated with the Moozicore service;

- the Participant understands the creation of MZI GOLD does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- the Participant acknowledges that he was properly informed about the risk of transferring ETH to the Smart Contract System, the creation of MZI GOLD and the development of the Moozicore service carries significant financial, regulatory and reputational risks as further set forth in the Terms and the Participant is fully aware about the possibility of occurrence of such risks;
- the Participant understands with regard to MZI GOLD no market liquidity may be guaranteed and that the value of MZI GOLD over time may experience extreme volatility or depreciate in full;
- the Participant acknowledges that the Participant shall understand responsibility to determine if the Participant's contribution to the Smart Contract System for the development of the Moozicore service, the transfer of ETH to the Smart Contract System, the creation, ownership or use of MZI GOLD, the potential appreciation or depreciation in the value of MZI GOLD over time (if any), the allocation of MZI GOLD and/or any other action or transaction related to the Moozicore service have tax implications for him; by creating, holding or using MZI GOLD, and to the extent permitted by law, the Participant agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of MZI GOLD or any other action or transaction related to the Moozicore service.
- As part of the contribution process the Participant will use own account (address) on the Ethereum network, with a private key associated to this address and password. The password is used to encrypt the Participant's private key. Following the creation of MZI GOLD by the Smart Contract System, the MZI GOLD will be transferred to the Participant's address by the Smart Contract System. The Participant understands that the Participant must keep his password and private key safe and that the Participant may not share them with anybody. The Participant further understands that if his private key and/or password is lost or stolen, the Participant will not be able to generate a new password or recover his private key, and if the Participant also loses his private keys and password, the MZI GOLD associated with the Participant's account (address) will be unrecoverable and will be permanently lost. Furthermore, the Participant understands that there is no recovery mechanism for lost keys and passwords, so no one will be able to help the Participant retrieve or reconstruct a lost password and private keys and provide the Participant with access to any lost MZI GOLD.

3. Moozicore service development

The Participant understands and accepts that the Participant of Conversion may not have any expectation of influence over governance on the Moozicore service.

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The Participant understands and accepts that the Moozicore service will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release. Participant understands and accepts that as part of the development, an upgrade of the MZI GOLD may be required and that, if Participant decides not to participate in such upgrade, he may no longer use his MZI GOLD and that non-upgraded MZI GOLD may lose their functionality in full.

4. Audit of the Smart Contract System

The Smart Contract System has been, on a reasonable effort basis, audited and approved by technical experts. The technical experts have confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art.

However, the Participant understands and accepts that smart contract technology is still in an early development stage which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the Participant understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and the MZI GOLD are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of ETH and/or MZI GOLD.

5. Taxation

The Participant bears the sole responsibility to determine if his contribution into the Smart Contract System, the transfer of ETH, the creation, ownership or use of MZI GOLD, the potential appreciation or depreciation in the value of MZI GOLD over time (if any), the allocation of MZI GOLD and/or any other action or transaction related to the Moozicore service have tax implications for him.

6. Risks

The Participant understands and accepts the risks in connection with transferring ETH to the Smart Contract System and creating MZI GOLD as exemplary set forth above and hereinafter. In particular, but not concluding, the Participant understands the inherent risks (to the extent permitted by law) listed hereinafter:

Risk of software weaknesses: The Participant understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven, why there is no warranty that the process for creating MZI GOLD will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ETH and/or MZI GOLD.

Regulatory risk: The Participant understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the Moozicore service, including its termination and the loss of MZI GOLD for the Participant.

Risk of abandonment / lack of success: The Participant understands and accepts that the creation of the MZI GOLD and the development of the Moozicore service may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Participant therefore understands that there is no assurance that, even if the Moozicore service is partially or fully developed and launched, the Participant will receive any benefits through the MZI GOLD held by him.

Risk associated with other applications: The Participant understands and accepts that the Moozicore service may give rise to other, alternative projects, promoted by unaffiliated third parties, under which MZI GOLD will have no intrinsic value.

Risk of loss of private key: MZI GOLD can only be accessed by using an Ethereum wallet with a combination of Participant's account information (address), private key and password. The private key is encrypted with a password. The Participant understands and accepts that if his private key file or password respectively got lost or stolen, the obtained MZI GOLD associated with the Participant's account (address) or password will be unrecoverable and will be permanently lost.

Risk of theft: The Participant understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of MZI GOLD and/or ETH, impacting the ability to develop the Moozicore service.

Risk of Ethereum mining attacks: The Participant understands and accepts that, as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of MZI GOLD transactions, and expected proper execution and sequencing of contract computations.

Risk of governance attacks and failure: The Participant understands and accepts that the Moozicore service may use an in-built decentralized governance system (“Governance System”). For these reasons, it is possible that the Governance System adopts proposals that have an adverse effect on the useful functioning of the Moozicore service and/or the value of MZI GOLD. If the Governance System is attacked, or becomes controlled either directly or indirectly by some party who makes unwise decisions, or the community generally makes unwise decisions, the value of MZI GOLD held by a Contributor might be greatly reduced or even permanently lost.

Risk of incompatible Wallet service: The Participant understands and accepts, that the wallet or wallet service provider used for the contribution, has to be technically compatible with the MZI GOLD. The failure to assure this may have the result that Participant will not gain access to his MZI GOLD.

Risk of speculation: The Participant understands that MZI Gold are transferable subject to restrictions described in the Terms and ICO agreement. However, it can still be a subject of speculation by the third parties that could affect the demand for MZI Gold. According to open nature of ICO there is possibility that third parties may control supply of MZI Gold.

7. No Liability

The Participant acknowledges and agrees that, to the fullest extent permitted by any applicable law, the Participant will not hold any developers, auditors, contractors or founders of the MZI GOLD, the Smart Contract System and/or Moozicore INC Group liable for any and all damages that were not caused by the Moozicore INC Group or injury whatsoever caused by or related to the use of, or the inability to use, MZI GOLD or the Smart Contract System under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors contractors or founders of the Smart Contract System, the MZI GOLD and/or the Moozicore service shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Smart Contract System, the Moozicore service and/or MZI GOLD.

Moozicore Holding Company shall not be liable for failure to perform any of its obligations resulted from external, unpredictable and unpreventable forces (“Force Majeure”) including, but not limited to, fire, flood, war, embargo, strike, riot, hardware breakdown or interruption, in each case for reasons beyond the Moozicore Holding Company’s reasonable control or caused by the intervention of any Governmental Authority.

8. Miscellaneous

The Participant understands and accepts that the network of miners will be ultimately in control of the Smart Contract System. The Participant understands that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System. Such a scenario could lead to MZI GOLD losing intrinsic value.

The Participant agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

The Terms govern the creation, ownership and use of MZI GOLD and supersede any public statements about the launch of MZI GOLD and/or the Smart Contract System made by anyone in the past, present and future.

9. Applicable Law

The Agreement will be governed by the laws of Republic of Poland and applicable European Union law.

10. Privacy Policy

Privacy Policy available at <https://tokensale.moozicore.com> is integral part of the Terms.