#### **2local Terms and Conditions**

2local Please note that when registering, you agree to the terms and conditions established below.

The crowdfunding is organized by 2local BV. Crowdfunders can currently start registering. The email address of the Crowdfunder will be registered. After registration, an amount of at least €2.50 will have to be paid so that the crowdfunding can commence. When you buy €1,000,¬ per month the 2local KYC procedure will enter. The sale of ICO tokens will take place in an ICO and IEO accordantly at the date announced on the website 2local.io. In particular, if you are a resident of People's Republic of China, North Korea, Iran, Afghanistan, Syria, Canada and USA, you cannot attend this ICO and IEO crowdfunding.

#### Article 1 General

In these conditions, the following definitions apply:

- General terms and conditions: These general terms and conditions
- Crowdfunder/Customer: The natural or legal person who has concluded a contract with 2local.
- 2local BV located in Driebergen-Rijsenburg, The Netherlands.
- Wallet: This is a software program that stores keys. The software can interact with different blockchain networks. With this wallet, the customer/Crowdfunder can send and receive digital payment units.
- Entrepreneurial activities: 2local is currently doing Reward Based Crowdfunding in the form of ICO L2L and hereby makes available a wallet with the functionality of transferring L2L tokens to other 2local wallets and information available Sustainability and prosperity related issues.
- ICO: Emission of specifically programmed crypto-assets for financing projects and startups.
- ICO L2L: Is Reward Based Crowdfunding. Registration of telephone number or email address with an inlay of at least €2.50. After registration, the L2L tokens are made available in a digital wallet.
- Reward-Based Crowdfunding: A form of crowdfunding where consumers or businesses invest an amount against a reward via a website or Android/iOS application.
- In writing: By letter, by e-mail, by fax or by any other means of communication which, in view of the current state of the art in civil society, can be equated with this.

### Article 2 scope

- 1.1 These general terms and conditions apply to all legal relationships between the Crowdfunder and 2local.
- 1.2 The conditions also apply to all agreements with 2local for the implementation of which third-party services should be involved.
- 1.3 The applicability of the general conditions or other conditions of the Crowdfunder is hereby expressly excluded.
- 1.4 If one or more provisions of these general terms and conditions are null and void, the remaining provisions of these Terms and conditions shall remain in full application.
- 1.5 Deviations from the general terms and conditions are only valid if they have been agreed in advance by 2local and the Crowdfunder.

- 1.6 These general terms and conditions may be modified or supplemented at any time. The amended general terms and Conditions shall also apply in respect of agreements already concluded, subject to a period of one month following the written publication of this amendment.
- 1.7 2local is entitled to engage third parties in the performance of its agreements.
- 1.8 If the Crowdfunder in its contract includes any terms or conditions that differ from, or are not included in these terms and conditions, these are binding on 2local only if they have been expressly accepted by 2local in writing.
- 1.9 These general terms and conditions are written in the Dutch language. In a possible translation, the Dutch text is binding upon any difference in content or intent.
- 1.10 The communication held, received or stored by 2local, or administration, is authentic, except to provide proof by the Crowdfunder.

## Article 3 Agreement

- 1.11 The agreement between 2local and Crowdfunder is established by registering the telephone number and/or email address and paying at least €2.50.
- 1.12 After registration and payment of at least €2.50, L2L tokens are distributed. The agreement is expected to take up to January 2020. After this date, the L2L tokens will be listed at an exchange.
- 1.13 The Crowdfunder is aware that the value of cryptocurrencies such as Bitcoin and Litecoin can fluctuate sharply and that no guarantee can be issued for the value of the cryptocurrencies at any time.
- 1.14 In the ICO phase 2local uses the Stellar-blockchain whose conditions, read at <a href="https://www.stellar.org/terms-of-service/">https://www.stellar.org/terms-of-service/</a>, can be considered here as repeated and inserted.
- 1.15 In particular, if you are a resident of People's Republic of China, North Korea, Iran, Afghanistan, Syria, Canada and USA, you cannot purchase L2L through the token sale.

#### Article 4 liabilities 2local

- 1.16 2local registers personal data and closely follows the law General Data Protection Regulation (GDPR) of 25 May 2016.
- 1.17 Upon registration a deposit of at least €2.50 is requested. When the deposit is completed, 2local then returns L2L tokens. It is up to 2local to list the L2L tokens on an exchange around January 2020. The aforementioned period does not concern a deadline.
- 1.18 L2L tokens uses the Stellar-blockchain.

## Article 5 obligations Crowdfunder

- 1.19 The Crowdfunder registers his or her telephone number.
- 1.20 The deposit per registration is at least €2.50.
- 1.21 Entering the right data is the responsibility of the Crowdfunder. The Crowdfunder guarantees the correctness of the data specified by the Crowdfunder. Failure to transmit data correctly is entirely at the expense and risk of the crowdfunder.
- 1.22 The Crowdfunder bears the responsibility for having a good and safe:
  - Computer, tablet, smartphone or other device that can be used to connect to the website
    via the Internet, which is equipped with up-to-date measures against, among others,
    intruders, viruses, spam, etc.;

- Phone or smartphone to which the Crowdfunder is only able to access itself, and through which SMS messages from 2local can be received unimpeded.
- In the event that the conditions laid down in this article are not fulfilled, 2local shall not be liable for damages incurred as a result of fraud
- 1.23 Registration is only allowed for persons over 18 years of age. The Crowdfunder declares to be older than 18 years or to have obtained permission from a parent or guardian.
- 1.24 The Crowdfunder indemnifies 2local of all legal claims relating to the data, information, website (s) and the like stored by the Crowdfunder.

### Article 6 amendment of the agreement

1.25 It is not possible to change the amount invested.

1.26 If the Crowdfunder wants to invest more, it is possible to purchase additional L2L ICO tokens.

#### **Article 7 Contract duration**

- 1.27 The agreement is entered into with effect from registration for the period until the listing of the L2L token on an exchange, which is expected to take place around January 2020.
- 1.28 A legal claim against 2local of any kind, shall be made 1 year after the termination of the contract.
- 1.29 Change in management or legal form does not affect the agreement
- 1.30 2local is committed to preventing fraud. 2local is allowed to take all measures that 2local deems necessary before, during and after a transaction. 2local is entitled to suspend and/or cancel a transaction at any time to prevent fraud and/or misuse, in order to investigate the transaction and/or request additional information.
- 1.31 2local is at all times entitled to terminate and/or cancel the agreement at its sole discretion. In the presumption or determination that is contrary to these terms and conditions and/or misuse has been made, 2local is also entitled to block an account and to recover the L2L tokens that have already been paid. 2local is under no circumstances liable to the crowdfunder. If paid via a bank, the amount already paid will be refunded minus the costs incurred. For payments with cryptocurrencies, refunds are only possible if the Crowdfunder confirms the return wallet, given the initial paying wallet cannot be verified.

#### **Article 8 Payment**

1.32 Payment by the Crowdfunder should be made in advance, without deduction, discount or debt settlement. Payment must be made in fiat money and/or BTC, ETH, XLM.

# Article 9 Intellectual Property

- 1.33 All word and image marks used by 2local are owned by 2local and its licensors. It is not permitted to use these word and figurative marks without the prior written consent of 2local and the relevant licensor.
- 1.34 In the event of a third party argues that the use of the works is contrary to the intellectual property rights of that third party, the Crowdfunder 2local shall notify it without delay.

# Article 10 Data Privacy

- 1.35 2local has a separate privacy regulation, to be consulted via the website. This Regulation applies to all current and future legal relationships between 2local and Crowdfunder. By accepting these general terms and conditions, the Crowdfunder is deemed to have taken note of these privacy regulations and also accept them.
- 1.36 In the context of the implementation of the agreement, 2local processes personal data of the Crowdfunder.
- 1.37 2local and Crowdfunder Act in accordance with the laws and regulations regarding the protection of personal data in the processing of personal data.

### **Article 11 Liability**

- 1.38 Information provided by 2local is provided with the utmost care. Nevertheless, inaccuracies cannot always be prevented. 2local is not liable for any damage caused by incompleteness or inaccuracies, unless there is intent or gross negligence.
- 1.39 2local is not liable for any damage resulting from the use of its website or its services.
- 1.40 All opinions of 2local (by telephone, by e-mail or information on the website) are free of obligation, informative and without any liability of 2local given. 2local can never be held liable for damage suffered by crowdfunder due to price fluctuations.
- 1.41 In view of the existence of a distance buying or selling by a consumer, Crowdfunder has the right, as a consumer, to invoke, within 14 days without giving reason, the dissolution of the contract, the so-called 'right of withdrawal'.
- 1.42 The Crowdfunder accepts the special circumstances that may arise in the service provided by 2local via the Internet and the (technical) imperfections that may arise, such as the inability to obtain (full) access To the website <u>2local.io</u>, failure to provide and/or not timely provision and/or processing of an order, malfunctions of and/or defects in the website of 2local and/or underlying hardware and/or (inter) network connections and/or software on which the platform runs and/ or external services that the platform uses. Except for the intent and gross negligence of 2local, 2local is not liable for these special circumstances, or for any consequences of the (temporary) failure or not being fully reachable or available from the 2local website or at Delays and/or malfunctions and/or not full operation of the website.
- 1.43 If an error is made because the Crowdfunder has provided 2local incorrect or incomplete information, 2local will not be liable for the damage resulting from this. The Crowdfunder indemnifies 2local for claims by third parties for damages caused by the Crowdfunder providing incorrect or incomplete information to 2local, unless the crowdfunder demonstrates that the damage is not related to any divisible Act or omission on its part or is caused by intent or gross negligence of 2local.
- 1.44 2local is only liable for direct damage. It is never liable for indirect damages, including but not limited to business damage, loss of production, turnover and/or lost profits, costs involved in the execution of the object, depreciation of products, missed Savings and damage due to business stagnation. The damage that 2local has to compensate is limited at all times to the deposit amount.
- 1.45 The liability for direct damage of 2local due to attributable shortcoming in the fulfilment of an agreement arises only if the Crowdfunder 2local fails without delay and duly in writing, claiming a reasonable Period for the purification of shortcoming and 2local also after that period attributable in the fulfilment of its obligations remains inadequate. The notice of default should contain as detailed a description as possible of the shortcoming, so that 2local is able to react adequately.

1.46 2local is not liable for loss and/or theft of a mobile phone number. This is entirely at the expense and risk of the crowdfunder.

#### Article 12 Force majeure

1.47 In the event of force majeure, including, in any case, electricity and internet failures, hackers and in the event that 2local is not made available for delivery which does not reasonably allow fulfillment of the agreement from 2local The execution of the agreement will be suspended, or both parties shall be entitled to terminate the Agreement for persistent problems of more than three months, all without any obligation to pay damages.

1.48 There is no imputable shortcoming of 2local if there is force majeure.

# Article 13 expiry period

1.49 To the extent that these general terms and conditions have not been otherwise determined, any claim rights and other powers of the crowdfunder from any other means to 2local in connection with the provision of activities by 2local in any event after one year after the When the crowdfunder became known or could reasonably have been aware of the existence of these rights and powers.

## Article 14 applicable law; Competent court

- 1.50 All agreements between the Crowdfunder and 2local to which these general terms and conditions apply are governed by Dutch law.
- 1.51 The court in the seat of 2local shall have exclusive jurisdiction to take notice of disputes, unless the law requires otherwise. 2local, however, has the right to submit the dispute to the court competent under the law.

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