



## **ACCRU Terms and Conditions:**

### **ACCRU Terms and Conditions Version 1.0 - 4 August, 2023**

PLEASE REVIEW THESE TERMS, BEFORE PURCHASING THE ACCRU TOKEN.

THERE ARE CERTAIN RISKS ASSOCIATED WITH PURCHASING OF THE TOKENS, AND BY PURCHASING THE TOKENS YOU HEREBY AGREE TO ASSUME SUCH RISKS.

THIS DOCUMENT IS NOT A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE AND DOES NOT PERTAIN IN ANY WAY TO AN OFFERING OF SECURITIES IN ANY JURISDICTION.

OWNERSHIP OF ACCRU DOES NOT ENTAIL ANY RIGHTS OF OWNERSHIP, EQUITY OR SHAREHOLDING. ACCRU TOKEN IS A UTILITY TOKEN. ACCRU TOKEN IS NOT A SECURITY TOKEN.

By accepting these Terms, you expressly agree that you have read and understood the Token Litepaper, available at <https://www.accru.capital/next/static/files/AccruLitepaperNew.pdf> which contains detailed information regarding the ACCRU Token, including tokenomics, supply, distribution, allocation, etc. all of which is incorporated into these Terms by reference.

## **2. Scope of Terms**

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from us during the sale period of ACCRU tokens on the accru.capital Website (“Web App”). At the same time, the use of Tokens in connection with the Platform once launched will be governed by other applicable terms and policies (collectively, the “ACCRU Terms and Policies”). Any ACCRU Terms and Policies we promulgate will be available at accru.capital (“ACCRU Website” or “Website”). To the extent of any conflict with these Terms, the ACCRU Terms and Policies shall prevail with respect to any issues relating to the use of Tokens in connection with the Platform. The defined terms in these Terms and Conditions of Sale shall have the same meaning assigned to them in the ACCRU Terms of Use unless otherwise specified.

### 3. Overview of the ACCRU Token

ACCRU is an ERC-20 utility token on the arbitrum blockchain that is native to the ACCRU ecosystem. ACCRU may be purchased through the ACCRU Website in exchange for certain types of Eligible Digital Assets

The principal utilities of ACCRU are:

- a. earning airdrop and or bonus rewards;
- b. % Swap fees;
- c. special access to projects launched within the ACCRU launchpad;
- d. other utilities as put forward by ACCRU.

Purchase, ownership, receipt or possession of ACCRU carries no rights, express or implied, other than the right to use the Tokens as a means to participate in the ACCRU Platform/dAPP as provided in these Terms and the ACCRU Terms of Service. ACCRU are not stocks, securities or their equivalent and therefore do not create the right of ownership or disposal of ACCRU or its assets. ACCRU holders do not exert any influence over the decision-making of ACCRU or its activities.

Token price, allocation, metrics, sale timeline, distribution, vesting schedule, and other detailed characteristics of the ACCRU Token are available in the Token Litepaper. The Token Litepaper may be updated from time to time. Users are responsible for conferring with the latest version of Token Litepaper before purchasing ACCRU.

ACCRU will be offered for sale on the Web App during the sale period as outlined in the Token Litepaper or as the purchase of ACCRU is available through the Web App.

### 4. ACCRU Supply and Price

#### a. Supply

ACCRU will generate a total supply cap of 100,000,000,000 tokens to the ACCRU Ecosystem on the arbitrum blockchain.

ACCRU generation happens in several stages, with vesting dates and portions of the total supply determined by ACCRU alone in its sole discretion and published on our Website, the Litepaper and/or other communication channels.

#### b. Purchasing of ACCRU

ACCRU may be purchased by ACCRU Users that have accepted ACCRU Terms and Policies, these Terms and Conditions of Sale, and meet the necessary eligibility criteria contained in Clause 6 of these Terms.

ACCRU will be available for sale on the ACCRU Platform - the Website and the Mobile App. ACCRU may restrict if deemed necessary at any moment, the availability of ACCRU to only Website purchases or purchases through the Mobile App.

#### c. Price

The ACCRU price ("Purchase Price") will be displayed in both the Mobile App and the Web App in an Eligible Digital Asset and shall constitute the final price offering at that moment in time. The purchaser understands and agrees to pay the Purchase price. For the

avoidance of doubt, the final price of ACCRU under these Terms shall be determined at the time of ACCRU purchase through the Web App at the moment that the user clicks “Preview Purchase” in the Web App.

The Purchase Price is paid by sending the correct amount of Eligible Digital Assets through the Web and Mobile App, the date of which shall be considered the Purchase Date. You cannot complete the purchase of ACCRU until ACCRU receives the full amount of the Purchase Price.

d. Gas Fees

In the event that, due to the deduction of gas or other transaction fees, the amount of the Payment that ACCRU receives from you is greater or less than the amount of the Purchase Price associated with the number of Purchased ACCRU selected by you in the Web App, ACCRU will increase or decrease your number of Purchased ACCRU in accordance with the amount actually received by ACCRU, and you agree to any such adjustment of the number of Purchased Tokens. Alternatively, ACCRU may request a transfer of the remaining Purchase Price required at its ultimate discretion which the Customer undertakes to provide in a timely manner.

e. Delivery and Holding of ACCRU

ACCRU properly purchased by you in accordance with these Terms will be displayed in your ACCRU Account on the date that the relevant amount of ACCRU is considered to be delivered to your ACCRU Account (“Delivery Date”) after the token generation event (“TGE”), and from thereon, you are considered to be ‘holding’ the amount of ACCRU. Purchase of ACCRU is deemed to be completed once the Purchased Amount appears in the user’s ACCRU Account.

Your holding of ACCRU is subject to certain conditions, such as vesting periods, percentage of ACCRU unlocked at specific periods after the TGE and other conditions as put forward on the ACCRU Platform (Dapp) and the Litepaper at the time of purchase of ACCRU.

## 5. ACCRU Token Disclaimers

ACCRU Tokens are not intended to be a loan contract, digital currency, security, commodity or any other kind of financial instrument. You are purchasing Tokens solely for the purpose of participating in the ACCRU Platform and you are aware of the risks associated with utility tokens, ACCRU Platform, and the Tokens. You should not purchase ACCRU for any other purpose, including, without limitation, any investment, speculative or financial purpose. You acknowledge and agree that the ACCRU Platform is in an early stage of development and may undergo significant changes over time.

By purchasing ACCRU, you acknowledge and agree that:

- a. ACCRU Tokens have no rights, intended uses or attributes outside of use with the ACCRU Platform or as otherwise expressly referred to in these Terms;
- b. Purchase of ACCRU involves many risks which can result in the loss of all amounts paid, including but not limited to the risks outlined in these Terms and the ACCRU Terms and Policies.
- c. ACCRU reserves the right to refuse or cancel ACCRU purchase requests at any time without giving a reason at its sole and absolute discretion;
- d. ACCRU are not backed by any physical assets or other assets to which a Purchaser would have any rights or access too;

- e. The price of ACCRU may fluctuate. For the avoidance of doubt, ACCRU may, at its sole discretion and without prior consultation, offer ACCRU at any price point and/or on any terms that it deems reasonable or advantageous in the circumstances;
- f. ACCRU may recall ACCRU delivered to you, in full or in part, or deliver additional ACCRU to you, in case of any mistake or error as to the amount of ACCRU delivered to your account vis-a-vis the Purchase Price, whether that mistake is human or non-human related, without notice to you;
- g. All purchases of ACCRU are final, non-refundable, and cannot be cancelled;
- h. By purchasing ACCRU, the purchaser acknowledges that neither ACCRU nor any of its affiliates, directors or shareholders are required to provide a refund for any reason. If ACCRU believes, in its sole discretion, that the Purchaser of ACCRU creates material regulatory or other legal risks or adverse effects for ACCRU and/or ACCRU, ACCRU reserves the right to annul the purchase of ACCRU, with or without return of Purchase Price to the Purchaser. Where the Purchase Price is not refunded, ACCRU will at the request of the Purchaser specify to the Purchaser the reasons why the Purchase Price has not been returned to the Purchaser (i.e. suspicion of fraud, other criminal activity, legal proceedings, order of a competent body, etc.);
- i. These Terms limit the liability of ACCRU to you in connection with the sale of ACCRU, your holding of ACCRU, or in connection with any other events related to the sale of ACCRU.

## **6. Risk Disclosure**

ACCRU holders should understand that ACCRU and/or other digital assets obtained through ACCRU can lead to a total loss of money and/or value. Holders of ACCRU may also be unable to recover the value of ACCRU in case of extreme market volatility, ACCRU insolvency or other financial hardships or as a result of any cybersecurity hack. The purchase and use of ACCRU should not be made speculatively. ACCRU could be affected by emerging technology, including but not limited to, quantum computing. These technological breakthroughs could result in security breaches and/or theft.

By purchasing ACCRU, you hereby expressly acknowledge and assume the following risk disclosure:

- a. You acknowledge that crypto is a risky business - price can be extremely volatile and crypto is really only suited to the most sophisticated investors. You should never invest more than you can afford to lose and always seek financial advice when considering making an investment of this nature;
- b. Risks outlined in the Token Litepaper;
- c. Risk of loss of ACCRU value, including total or near-total loss;
- d. Risk of losing access to ACCRU Account ACCRU due to loss of private key(s), custodial error or Purchaser error;
- e. Risks associated with the Arbitrum or Ethereum Protocol;
- f. Risk of mining attacks;
- g. Risk of hacking, processing errors, fraud, software bugs, and security weaknesses;

- h. Risks associated with markets for ACCRU (if third-party exchanges facilitate secondary trading of ACCRU, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation);
- i. Risk of uninsured losses;
- j. Risks associated with uncertain regulations and enforcement actions;
- k. Risks arising from taxation;
- l. Risks arising from lack of governance rights - ACCRU bestows no corporate governance rights under the law of any kind with respect to the ACCRU Platform or ACCRU. Therefore, all decisions involving corporate governance, ACCRU products or services within the Platform or ACCRU itself will be made by ACCRU at its ultimate and sole discretion. These decisions could adversely affect the platform and the utility of ACCRU, including the utility for obtaining service;
- m. Other unanticipated risks.

## **7. Eligibility Requirements for ACCRU Token Purchase**

ACCRU may only be purchased if you meet the following cumulative criteria:

- a. You have registered your wallet address with ACCRU;
- b. You are eighteen (18) years of age or older;
- c. You are legally capable of entering into a binding contract with these Terms under the applicable laws and regulations of the sovereign state or region that has jurisdiction over you;
- d. You are not a resident or Tax resident of such jurisdictions or regimes where the FATF imposes financial sanctions or requires compliance with the United Nations Security Council Resolutions (UNSCRs);
- e. You are not a resident or a Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction which ACCRU has been notified as being subject to prohibitions or restrictions on accessing or using the Services;
- f. You are not or have any relevant connection with any jurisdiction in which entry into or performing your obligations under these Terms or the delivery, holding, use or exchange of ACCRU is unlawful or restricted in any way; or requires licensing and registration or approval of any kind;
- g. You are not subject to any economic sanctions programs administered or enforced by any relevant country or government or international authority, including but not limited to the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore;
- j. You are not acting out under an alias, concealing your personal identity or representing any other persons besides your own;
- k. You are not identified by the Office of Foreign Assets Control of the U.S. Department of the Treasury as a "Specially Designated National";
- l. You are not placed on a Security's Denied Persons List by the U.S. Department of Commerce, Bureau of Industry;
- m.

You are compliant with all applicable law requirements to which you are subject, including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

## **8. Use of funds**

By purchasing ACCRU in a Private Sale you understand that you are investing in an early seed round to help fund the development, legal, marketing and innovation efforts of ACCRU prior to launch. ACCRU has set a hard cap for the Private Sale of \$75,000 to be collected in Ethereum on the arbitrum chain. 5% of the total token supply is to be sold to the public during this event. The token price in USD during the Private Sale shall be deemed to be approximately 0.000015 per token.

## **9. Privacy**

By purchasing ACCRU, you agree to abide by the ACCRU Privacy Policy, which shall be made available on the Website and applies to the ACCRU sale by reference.

## **10. Purchaser's Representations and Warranties**

BY PURCHASING TOKENS, YOU REPRESENT AND WARRANT TO ACCRU THAT AT THE TIME OF YOUR PURCHASE REQUEST AND RECEIPT OF TOKENS:

- a. You have read, understand, and are in full compliance with these Terms (including all Exhibits);
- b. You understand that by purchasing or otherwise receiving ACCRU you are accepting all of the terms and conditions set forth herein;
- c. You meet the eligibility requirements set forth in clause 9 above;
- d. You are not relying on any representations or statements made or information supplied by or on behalf of ACCRU other than information contained in these Terms and the Litepaper;
- e. You have sufficient understanding of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing ACCRU;
- f. You have obtained sufficient information about ACCRU, ACCRU and its Platform to make an informed decision to purchase Tokens and have otherwise had the opportunity to contact ACCRU via Discord: <https://discord.com/invite/XcvgKnUG2G>;
- g. You are acquiring ACCRU solely for your own account and not as a nominee or custodian for another person or entity and not as a nominee or custodian for another person or entity; however, if you are purchasing ACCRU on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "Purchaser", "you" and similar expressions in these Terms refer to the Purchaser and such entity, jointly);

- h. You are legally permitted to purchase, receive, possess and make use of Tokens in your relevant jurisdiction;
- i. You will not promote, procure, use or encourage the use of ACCRU to engage or finance, or otherwise support unlawful activities in any territories whatsoever;
- j. You are of legal age to purchase Tokens in your relevant jurisdiction;
- k. You understand that the purchase of ACCRU does not involve the purchase or receipt of securities, shares, ownership or any equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction;
- l. You are not (i) a citizen or resident of a geographic area in which access to or use of the ACCRU Platform or ACCRU is prohibited by applicable law, decree, regulation, treaty or administrative act, or (ii) a citizen or resident of, or located in, a geographic area that is subject to the U.S., E.U. and other sanctions regime (including, without limitation to, Libya, Sudan, South Sudan, Syria, Islamic Republic of Iran or the Democratic People's Republic of North Korea), and you agree that if your country of residence or other circumstances change such that the representations in this clause are no longer accurate, you will immediately cease the use of ACCRU and ACCRU Platform;
- m. You are not on any Swiss, UN, EU or US Sanctions List;
- n. You are not purchasing ACCRU by using funds that are of illegal origin.
- o. You have had the opportunity to approach ACCRU for any questions related to ACCRU, ACCRU Services, Platform, ACCRU, the risk disclosure, the limitation of ACCRU liability, these Terms, the ACCRU Terms and Policies, through Discord or by any other means, in case of any uncertainties or questions.

You shall immediately notify us if prior to or after the ACCRU purchase the jurisdiction you were a national, resident or domiciled person in at the time of ACCRU purchase, has introduced any legal restrictions. By any means and at our sole discretion, we may ban or otherwise restrict the purchase or use of ACCRU tokens if you do not meet any of the eligibility requirements set forth by us or on other legal grounds.

## **11. Limitation of Liability**

You expressly acknowledge and agree that the disclaimers and limitation of liability contained herein apply to any and all losses, damages or injury whatsoever caused by or related to the use of, or inability to use, ACCRU or ACCRU Services 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), for any reason. In no event shall ACCRU, its affiliates, contractors, licensors and their respective directors, officers, employees and agents be liable for any direct, indirect, incidental, special, exemplary or consequential damages, or any other damages of any kind arising out of any circumstances, including, but not limited to loss of assets, loss of ACCRU or ACCRU value, loss of profits, goodwill or data, in whole or in part, in any way whatsoever arising out of the purchase, use of or inability to use, or inability to purchase ACCRU, or arising out of any interaction with the smart contract implemented in relation to ACCRU. You also acknowledge that ACCRU is not liable for the conduct of third parties, including other purchasers of ACCRU, and that the risk of purchasing and using ACCRU rests entirely with the Purchaser. The Purchaser should always ensure the security of any password, account number issued or any other type of secret code. The Purchaser must not share

their password, account number and secret codes with anyone else. ACCRU will not be liable, under any circumstances, for any loss or damage incurred by the Purchaser in respect of any breach of security in respect of his password, account number, and secret codes. If the Purchaser suspects or knows of any security breach of his password, account number or secret codes, he or she must report it to ACCRU immediately.

In the event that, for any reason, the liability of ACCRU may not be excluded, under no circumstances shall ACCRU be liable to any Purchaser for more than 5% of the amount of Tokens that Purchaser has purchased.

Nothing in these terms shall affect the statutory rights of any Purchaser or exclude injury arising from any wilful misconduct or fraud of ACCRU.

## **12. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless ACCRU, its past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of ACCRU; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

ACCRU reserves the right to exercise sole control over the legal defence, at your expense, of any claim subject to indemnification under this Clause. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and ACCRU.

## **13. Force Majeure**

ACCRU is not liable for failure to perform caused by an unavoidable casualty, delays in delivery of materials, embargoes, government or regulatory orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions), acts of terrorism, security issues arising from the technology used, failure of Ethereum or other similar platforms, or any similar unforeseen event that renders performance commercially implausible.

## **14. Security**

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanisms you use to receive and hold ACCRU Tokens purchased from ACCRU, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. ACCRU is not responsible for any losses, costs or expenses relating to lost access credentials.



## **15. Tax Obligations**

The Purchase Price that you pay for ACCRU Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of 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. We are not responsible for withholding, collecting, reporting or remitting any sales, use, value-added or similar tax arising from your purchase of Tokens. You agree not to hold ACCRU liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens or any other action or transaction related to the Platform.

## **16. Intellectual Property Rights**

ACCRU retains all rights, titles and interests in all of the ACCRU intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You may not use any of the intellectual property for any reason without ACCRU's prior written consent.

The contents and design of the Platform, the Services, ACCRU, and any material e-mailed to you or otherwise supplied to you in conjunction with the Services (such contents, design, and materials being collectively referred to as the "ACCRU Content"), is copyright of ACCRU and its licensors. You may not use or reproduce or allow anyone to use or reproduce any trademarks (such as ACCRU name and logo, ACCRU name and logo or other trade names appearing on the Site or any Digital Application) for any reason without written permission from ACCRU.

## **17. Disclaimer of Warranties**

You expressly agree that the purchaser is purchasing ACCRU at the purchaser's sole risk and that ACCRU is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose.

## **18. Dispute Resolution**

The terms of this Clause shall apply to all disputes arising out of, in connection with or in any way related to the sale of ACCRU Token by ACCRU, including disputes related to Purchase Price, Purchased Amount, delivery of ACCRU to account or any other dispute concerning ACCRU that relates to events following up to and including the Delivery Date, and five business days thereafter.

## **19. Assignment**

The User may not assign, delegate, sub-contract or otherwise transfer all or part of his rights or obligations under the Terms whether by operation of law or otherwise, without

ACCRU's express written consent, and any attempted assignment in violation of this prohibition shall be void ab initio and of no effect. ACCRU may assign, delegate, sub-contract or otherwise transfer all or part of its rights and/or obligations under the Terms without notifying the User or obtaining the User's consent. Any permitted assignment or transfer of or under these Terms shall be binding upon and inure to the benefit of the successors, executors, heirs, representatives, administrators, and permitted assigns of the parties hereto.

## **20. No Waiver**

Failure or delay to enforce any of the terms or conditions of these Terms shall not constitute a waiver, relinquishment or modification of any of ACCRU's rights of any such terms or conditions or any other terms or conditions. If we somehow are deemed to have waived any of our rights or have delayed the exercise of our rights, you are still responsible for any or all obligations required by you to us under these Terms. Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision explicitly and does not affect our other or subsequent rights in any way.

## **21. Term and Termination**

These Terms are entered into for an unlimited duration and remain in force even after the ACCRU is delivered to the Purchaser's Account.

We reserve the right to terminate and/or suspend your ACCRU purchase, access to the ACCRU Services, the Platform, the Website, the Mobile App, undertake any actions and measures that we deem necessary to comply with the law, safeguard the Platform, the assets, to act under extreme market conditions, without liability to you, at any time for any reason, including, but not limited to, if based on our sole discretion we believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us.

## **22. Fairness and Reasonableness**

You confirm that you had the opportunity to seek independent legal advice relating to all the matters provided for in the Terms and agree that there shall be no presumption that any ambiguity in the Terms should be construed against ACCRU solely as a result of the role of ACCRU in the drafting of the Terms, and the provisions of these Terms and all documents entered into pursuant to the Terms are fair and reasonable.