

## Terms and Conditions of VERACoin Tokens

15<sup>th</sup> August 2018

These Terms constitute a legally binding agreement between the Company and each of the Users. Accepting these Terms and/or purchasing VERACoin tokens means that you have fully agreed to all the terms and conditions herein. In addition to these Terms, each User is obliged to comply with the technical rules associated with the relevant smart contract. If you have any questions regarding these Terms or such technical rules, please contact us at [ir@vera.jobs](mailto:ir@vera.jobs).

**IMPORTANT RESTRICTION:** Citizens and residents of and persons located in China, South Korea, Mexico, Canada or the United States of America (USA), as well as Puerto Rico and the Virgin Islands and any other US possessions, are prohibited from participating in the ICO and receiving VERACoin tokens. Representatives and individuals acting in the interests of legal entities registered in the jurisdiction of China, South Korea, Mexico, Canada or the United States, as well as Puerto Rico, the Virgin Islands and any other US possessions are prohibited from participating in the ICO and receiving VERACoin tokens. Technical IP restrictions will be applied.

### 1 INTERPRETATION AND DEFINITIONS

As used in these Terms, including the preamble hereof, unless expressly otherwise stated or evident in the context, the following capitalised terms and expressions shall have the following meanings, the singular (where appropriate) shall include the plural and *vice versa*, references to Sections shall mean the Sections of these Terms, and the term “including” or any similar term is not to be construed as providing any limitation and will be construed as “including but not limited to”:

- 1.1 **Accompanying Documents** – other documents regulating the sale of VERACoin tokens, being inalienable part hereof and published on the Website (including the White Paper, the Privacy Policy and other operating rules, policies and procedures that may be published from time to time on the Website). In case of any discrepancies between the Accompanying Documents and the Terms, the Terms shall prevail.
- 1.2 **Account** – a User’s account on the Platform, which is created through the Website and used to purchase the Initial Services and Platform Services (for the VERACoin tokens or otherwise).
- 1.3 **Company** – ROBOTVERA OÜ, an Estonian limited liability company registered under registry code 14328721. References to “we”, “us” and “our” mean references to the Company.
- 1.4 **Currency** – any of the following cryptocurrencies that can be used to purchase VERACoin tokens: ETH, BTC, LTC, BCH, DASH, DCR, DOGE, ETC, XMR and ZEC.
- 1.5 **First Pre-Sale** – pre-sale of the Tokens that ended in September 2017.
- 1.6 **ICO** – initial coin offering, a crowdsale event arranged by the Company for offering the Tokens. First Pre-Sale, Second Pre-Sale and Main ICO are jointly referred to as ICO.
- 1.7 **Initial Services** – services provided by the robot recruiter called Robot Vera.
- 1.8 **Main ICO** – main sale of the Tokens.
- 1.9 **Party** – each of the User and the Company.
- 1.10 **Platform** – a social network type of platform called “Vera” for employers, job candidates and independent developers and contributors that will be developed by the Company or Stafory and enable access to various Platform Services.

- 1.11 Platform Services** – various services to be offered on the Platform which are specified in Section 4 below.
- 1.12 Second Pre-Sale** – private pre-sale of the Tokens.
- 1.13 Stafory** – OOO Stafory, a Russian limited liability company registered under registry code 1157847117592, an entity which the Company may represent as commission agent or for which the Company may act as intermediary in any other capacity for the purpose of providing the Initial Services and Platform Services.
- 1.14 Terms** – these Terms and Conditions (as amended from time to time).
- 1.15 User** – anyone who uses the Website, with or without creating or using the Account, as the initial purchaser of Tokens or acquires Tokens at any time. References to “you” and “your” mean references to the User.
- 1.16 VERACoin tokens, Tokens** – cryptographic tokens issued by the Company by using smart contract functionality (the relevant code of which may or may not be published on GitHub, as the Company deems best) and giving their holders the rights specified in these Terms. References to VERACoin tokens and Tokens are to be construed as references to both full and fractional VERACoin tokens and Tokens, unless expressly otherwise stated or evident from the context.
- 1.17 Website** – website located at <https://vera.jobs> and all subdomains of such website.

## **2 GENERAL INFORMATION**

- 2.1** Purchasing VERACoin tokens enables you to pay for the Initial Services and Platform Services as well as use the Platform as specified in more detail in Section 4 below.
- 2.2** Your purchase of VERACoin tokens from the Company is subject to these Terms. Your legal relationship arising from acquiring and/or holding VERACoin tokens will be between you and the Company (and not Stafory or any other entity or person).
- 2.3** The Company is the issuer of Tokens, and the developer of the Platform and provider of the Initial Services and certain Platform Services itself or as commission agent of or intermediary in any other capacity for Stafory.
- 2.4** VERACoin tokens are not intended to constitute securities or any other form of investment in any jurisdiction. These Terms and all other documents referred to in these Terms, including the White Paper, do not constitute a prospectus or offering document, and are not intended to constitute an offering of securities or any other form of investment in any jurisdiction. No regulatory authority has examined or approved these Terms or any other document referred to in these Terms, including the White Paper. No such action has been or will be taken under the laws of any jurisdiction.
- 2.5** The Company may amend these Terms at any time without notice to you by posting a revised version on the Website. The revised version will be effective from the time we post it, unless indicated otherwise.
- 2.6** The Tokens do not carry any information, reporting, inspection or similar rights. All announcements to Users will be made through the Website and other public channels.

## **3 OFFERING**

- 3.1** You may purchase the VERACoin tokens from the Company within the period of the Second Pre-sale and the Main ICO or from holders of VERACoin tokens on secondary market once the Tokens become available for trade at the secondary market. The Company may sell the Tokens to you directly or through secondary market following the ICO. In each case the Tokens are subject to these Terms.
- 3.2** The Company will issue 15,700,000 VERACoin tokens in total, whereas 9,600,000 Tokens will be made available for the purpose of the entire ICO (i.e. First Pre-Sale, Second Pre-Sale and Main ICO) and 6,100,000 Tokens will be burned (cancelled). The 9,600,000 Tokens to be issued in the ICO will be allocated as follows:
- 3.2.1 73% will be made available for purchase by the Users during all stages of the ICO;
- 3.2.2 11% will be distributed to founders and team, whereas such Tokens will be locked (i.e. subject to transfer restrictions) for 6 months from the day of issue;
- 3.2.3 14% will be distributed as incentives to independent developers and contributors for further development of the Platform (e.g. to developers of add-ons for the Platform); and
- 3.2.4 2% will be distributed to the bounty program.
- 3.3** All tokens sold in First Pre-Sale under the name “VERA” tokens will be renamed as “VERACoin” tokens from the date of these Terms. These Terms shall apply to tokens sold in First Pre-Sale *mutatis mutandis* and supersede the previous version of the Terms dated 12 September 2017.
- 3.4** For the purpose of Second Pre-Sale, USD 1,120,000 (Second Pre-Sale hard cap) worth of VERACoin tokens will be made available for purchase by the Users. For the purpose of entire ICO, USD 11,200,000 (ICO hard cap) worth of VERACoin tokens will be made available for purchase by the Users. The actual amount of Tokens to be issued to the Users will be determined at the end of the ICO based on the amount of Tokens purchased in the First Pre-Sale, Second Pre-Sale and Main ICO together with the bonus Tokens reflected in Section 5.
- 3.5** The Second Pre-Sale of VERACoin tokens will take place from 00:00 am UTC+3 time on 30<sup>th</sup> June 2018 until 11:59 pm UTC+3 time on 14<sup>th</sup> August 2018 or until the Second Pre-Sale hard cap or ICO hard cap has been reached, whichever is earlier. The price of one VERACoin token in the Second Pre-Sale shall be USD 2. The minimum purchase price that must be contributed by a User in the Second Pre-Sale shall be USD 8,000. There is no limit on maximum purchase price that can be contributed by a User as long as the total consideration does not exceed the Second Pre-Sale hard cap or ICO hard cap.
- 3.6** The Main ICO of VERACoin tokens will take place from 00:00 am UTC+3 time on 15<sup>th</sup> August 2018 until 11:59 pm UTC+3 time on 15<sup>th</sup> November 2018 or until the ICO hard cap has been reached. The price of one VERACoin token in the Main ICO shall be USD 2. The minimum purchase price that must be contributed by a User in the Second Pre-Sale shall be USD 10. There is no limit on maximum purchase price that can be contributed by a User as long as the total consideration does not exceed the ICO hard cap.
- 3.7** If the purchase price contributed by a User is less than the applicable purchase price of one Token, then purchase price will not be accepted and the transaction will not be completed. If the purchase price contributed by a User is more than the applicable purchase price of one Token and the purchase price does not correspond to a multiple of one Token, then the Company will issue relevant amount of full and fractional Tokens with up to 18 decimal points

accuracy and no portion of the purchase price is subject to return to the User. It is not possible to use fractional Tokens for paying for the Initial Services and Platform Services.

- 3.8** During the Second Pre-Sale, VERACoin tokens can be purchased for Currency that is ETH which must be sent from a wallet that is (i) compatible with ETH and (ii) a private wallet of the User. Provided the foregoing conditions are met, purchased VERACoin tokens will be delivered to the User via the smart contract system immediately following receipt of ETH in the Company's wallet. Notwithstanding the foregoing, the Company may decide to use an escrow agent for collecting the funds in the Second Pre-Sale, in which case the purchased VERACoin tokens will be delivered to the User via the smart contract system immediately after the end of the Second Pre-Sale.
- 3.9** During the Main ICO, VERACoin tokens can be purchased for any Currency which must be sent from a wallet that is (i) compatible with the relevant Currency and (ii) a private wallet of the User. Provided the foregoing conditions are met, purchased VERACoin tokens will be delivered to the User via the smart contract system immediately following receipt of Currency in the Company's wallet. Notwithstanding the foregoing, the Company may decide to use an escrow agent for collecting the funds in the Main ICO, in which case the purchased VERACoin tokens will be delivered to the User via the smart contract system immediately after the end of the Main ICO.
- 3.10** VERACoin tokens not sold to the Users during any stage of the ICO will stay as a reserve of the Company and the holding percentages specified in Section 3.2 will be adjusted accordingly. For the avoidance of doubt, the Tokens not sold will become part of the Company's reserve and will not be distributed to the team, founders, developers, contributors nor bounty program.
- 3.11** Should the Company in total sell less than USD 7,000,000 (soft cap) worth of VERACoin tokens during the Second Pre-Sale and Main ICO, contributions made during the Second Pre-Sale and Main ICO will be returned to the Users. Otherwise purchases of Tokens are final and non-refundable.
- 3.12** In case the total consideration received by the Company during the Second Pre-Sale and Main ICO is less than the threshold (soft cap) specified in Section 3.11, the Company may burn (cancel) the VERACoin tokens issued during the Second Pre-Sale and Main ICO (in each case subject to the Company's obligation to return contributions in line with Section 3.11).
- 3.13** The Company may use the funds raised through the ICO as it deems best. However, for security reasons, two private keys are required for operating the Company's wallet.

## **4 SERVICES**

- 4.1** Until the launch of the Platform, the VERACoin tokens enable the Users to receive the Initial Services. No Initial Services can be purchased in exchange for the VERACoin tokens as of the launch of the Platform.
- 4.2** As of the launch of the Platform, VERACoin tokens will give the Users the right to pay for any of the following Platform Services:
- 4.2.1 as employer, interviews with job candidates (whether in the form of video or text);
  - 4.2.2 as employer, test tasks from job candidates;
  - 4.2.3 as employer, use of software tool for automated video interviews;

- 4.2.4 as employer, use of artificial intelligence tool for analysis of text and emotions;
  - 4.2.5 as job candidate, e-learning courses, career consultations and other services / apps;  
and
  - 4.2.6 as employer or job candidate, any other services that may be offered on the Platform.
- 4.3** VERACoin tokens will also give the Users the right to use the Platform which enables:
- 4.3.1 as employer or job candidate, use of Platform Services;
  - 4.3.2 as job candidate, exchange of VERACoin tokens to certain other cryptocurrencies on an internal exchange functionality and keep such other cryptocurrencies through wallet functionality that is planned to be developed for the Platform;
  - 4.3.3 as job candidate, transfer of VERACoin tokens or certain other cryptocurrencies (received through the internal exchange functionality) to the job candidate's private wallet outside the Platform; and
  - 4.3.4 as developers, develop services / apps for the Platform and receive payment from job candidates.
- 4.4** A User can purchase Initial Services and Platform Services in exchange for Tokens by creating a new or using its existing Account. The User may need to provide information and documents requested in the process of creating the Account and accept and agree to terms of service, price list or other rules in addition to these Terms in order to use the Initial Services and Platform Services.
- 4.5** VERACoin tokens can be used for paying for the Initial Services and Platform Services only in those geographical markets where the Company and Stafory operate at the time a User wishes to purchase the Initial Services and Platform Services. Such markets shall be specified on the Website.
- 4.6** With respect to the Initial Services, while the Company reserves the right to make changes to exchange rules in the future, until such time, one VERACoin token can be exchanged for one response, i.e. one candidate, which the robot recruiter will find and interview. It means that VERA tokens can be used for paying for the Initial Services regardless of the price list valid at the time a User wishes to purchase the Initial Services. The price list for each market shall be made available on the Website for information purposes.
- 4.7** The Company and Stafory reserve the right to add to the price of Initial Services and Platform Services value added tax, sales tax or other applicable tax required under applicable law which may be payable by the User in crypto or fiat currency.
- 4.8** The Company and Stafory will give the Users the privilege to be the first to test new features and services.

## **5 ICO BONUSES**

**5.1** During Second Pre-Sale, a User receives bonus VERACoin tokens as follows:

- 5.1.1 a User purchasing Tokens for consideration exceeding USD 8,000 and less than USD 20,000 receives 20% of additional Tokens calculated from the amount of its purchased Tokens; and

5.1.2 a User purchasing Tokens for consideration exceeding USD 20,000 receives 30% of additional Tokens calculated from the amount of its purchased Tokens.

**5.2** During Main ICO, a User receives bonus VERACoin tokens as follows:

5.2.1 a User purchasing Tokens for consideration exceeding USD 8,000 and less than USD 20,000 receives 20% of additional Tokens calculated from the amount of its purchased Tokens; and

5.2.2 a User purchasing Tokens for consideration exceeding USD 20,000 receives 30% of additional Tokens calculated from the amount of its purchased Tokens.

## **6 TRANSFER AND TRADING**

**6.1** A User can transfer the Tokens to another User without restriction, provided the transfer is in compliance with the applicable rules and regulations, including the important restriction outlined in the preamble of these Terms.

**6.2** The Company intends to make VERACoin tokens available for trade on secondary market (exchange). A User may need to provide information and documents requested by the exchange and accept and agree to terms of service or other rules in addition to these Terms in order to engage in trading with the Tokens.

## **7 BUYBACK OF VERACOIN TOKENS**

**7.1** The Company may announce a buyback of a specified portion or all of the Tokens at any time. If and when such buyback will occur, the price will be stipulated in the purchase order(s) submitted by the Company to the exchange(s) or the buyback offer will be made publicly available on the Website. For the avoidance of doubt, the buyback is not an obligation on the Company, remains at the sole discretion of the Company, and may never occur.

**7.2** Mandatory buyback may occur (i) in case of merger, division or reorganization of the Company and/or Stafory and/or their business, (ii) in case of transfer of main product development license to another legal entity or (iii) for any other reason determined by the Company. The Company has the right to declare mandatory buyback of VERACoin tokens at any price determined by the Company taking into account the market value of Tokens. In case the Company declares mandatory buyback, each User shall have an obligation, with respect to all VERACoin tokens held thereby, to take all required action to transfer the Tokens to the Company against receipt of the purchase price in USD or any Currency determined in line with the above provisions of this Section 7.2. If a User does not transfer the Tokens to the Company within a period stipulated by the Company, Section 11.3 shall apply and the Company shall be released of its obligation to pay for relevant Tokens and of its obligation to enable purchasing Initial Services and Platform Services in exchange for Tokens and access to Platform.

## **8 KNOW YOUR CUSTOMER**

**8.1** For the purposes of customer due diligence, the Company and Stafory reserve the right to, prior to issuing VERACoin tokens to the User or at any other time:

8.1.1 identify the User, its representatives and beneficiaries (whereas the term "identify" includes checking identity as well as gathering any other information deemed necessary by the Company and Stafory);

- 8.1.2 request from the User any documents, either as originals or as copies (as considered appropriate by the Company), and information (including personal), which the Company considers relevant for the identification of the User, its representatives and beneficiaries;
  - 8.1.3 regularly review data and documents of the User, its representatives and beneficiaries which are used for their identification; and
  - 8.1.4 transfer and disclose any such information and documents received from the User to any governmental authority, bank or other person to whom the Company and Stafory is obliged or deems necessary to transfer and disclose information and documents.
- 8.2** The information and documents that the User provides to the Company and Stafory have to be accurate, current and complete and may not be misleading in any respect. The Company and Stafory may, from time to time, request such information and documents to be updated and/or supplemented, in which case the User is obliged to provide the Company and Stafory with updated and/or supplemented information and documents without delay. If the User is not able or willing to update such information and documents, the Company and Stafory have the right to restrict the User from purchasing Initial Services and Platform Services in exchange for Tokens and accessing the Platform.

## **9 REPRESENTATIONS AND WARRANTIES**

- 9.1** By accepting these Terms and/or acquiring the Tokens either from the Company or from another User, you represent and warrant to the Company that each of the following statements is true and correct:
- 9.1.1 you have read and understand these Terms;
  - 9.1.2 you are not prohibited from receiving VERACoin tokens as per the terms of the important restriction outlined in the preamble of these Terms;
  - 9.1.3 you are of an age of majority to enter into these Terms (at least 18 years of old), meet all other eligibility requirements, and are fully able and legally competent to acquire and use the Tokens, use the Website and the Platform as well as enter into agreements with the Company, and in doing so will not violate any applicable law or any other agreement to which you are a party;
  - 9.1.4 if you are purchasing Tokens on behalf of an entity, you are authorized to accept these Terms on such entity's behalf and bind such entity, and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity;
  - 9.1.5 you have sufficient understanding of technical, financial and business matters, cryptographic tokens, smart contract functionality, token storage mechanisms (including wallets), and blockchain technology to understand these Terms and to appreciate and assume the risks and implications of purchasing Tokens;
  - 9.1.6 you have obtained sufficient information about the Tokens, rights related thereto, Initial Services, Platform Services and Platform associated with the Tokens as well as the Company and Stafory to make an informed decision to purchase Tokens;
  - 9.1.7 you understand that the Tokens confer only the rights outlined in these Terms, above all the right to receive Initial Services and Platform Services as well as use the Platform, and confer no other rights with respect to the Company (or Stafory or any

other entity or person), including any ownership, dividend, profit-sharing, distribution, redemption, liquidation, proprietary (including intellectual property), or other financial or legal rights (unlike equity securities may confer on their holders);

- 9.1.8 you are purchasing Tokens for receiving Initial Services and Platform Services, using the Platform and supporting the development and expansion of Platform Services and Platform into new geographical markets, being aware of the commercial risks associated with the relevant business, and you are not purchasing Tokens for any other purposes, including any investment, speculative or financial purpose;
- 9.1.9 you understand that buyback under Section 7 of these Terms depends on the sole discretion of the Company and may never occur, and you would not be able to count on this or enforce any relevant rights against the Company should the buyback never occur (there are no redemption or repayment obligations similar to debt securities);
- 9.1.10 you understand that VERACoin tokens do not have any underlying value after the ICO and the price of Tokens on any exchange is subject to fluctuations which the Company is unable to control;
- 9.1.11 you understand that you may not be able to sell or otherwise transfer VERACoin tokens due to potential lack of liquidity, including that Tokens may never become available for trade on secondary market (exchange) and/or that there may not be buyers who would be interested in acquiring the Tokens from you; and
- 9.1.12 the funds used for purchasing Tokens do not have criminal, otherwise illegal or unethical origin or source, and no transaction involving Tokens is made to facilitate any criminal, otherwise illegal or unethical activity.

## **10 SECURITY AND TAXES**

- 10.1 You are responsible for implementing sufficient measures for securing the wallet or other storage mechanism you use to receive and hold Tokens. You must acknowledge that in case any requisite private keys or other credentials are lost, you may lose access to your Tokens. We are not responsible for substituting such Tokens or for any losses, costs or expenses relating to lost access credentials.
- 10.2 Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining which taxes apply to your purchase of Tokens (if any). It is also your responsibility to withhold, collect, report and remit such taxes to appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the purchase of Tokens.

## **11 LIABILITY**

- 11.1 To the maximum extent permitted by applicable law, the User shall compensate the Company (as well as Stafory and any director, officer, employee or affiliate of the Company or Stafory) for all damages suffered thereby in connection with any breach of a representation, warranty or obligation of the User under these Terms. Such damages to be compensated under this Section 11.1 shall include costs and expenses incurred due to third party claims (including penalties imposed by authorities), attorneys' fees and all other damages subject to compensation under applicable law.
- 11.2 In addition to Section 11.1, the User shall compensate the Company (as well as Stafory and any director, officer, employee or affiliate of the Company or Stafory) costs and expenses,



including attorneys' fees, incurred in connection with reviewing and responding to subpoenas, legal orders and queries of public authorities concerning the User.

- 11.3** If you violate these Terms, we may prevent or terminate your use of and registration with the Website (which means, among other things, that you will no longer be able to purchase Initial Services and Platform Services in exchange for Tokens and use the Platform) at our sole discretion and without prior notice, and without any liability or further obligation to you or any other party. For the avoidance of doubt, our respective rights also apply in case it appears that you have acquired the Tokens in breach of the important restriction outlined in the preamble of these Terms or in case it becomes evident that your purchase of Tokens constituted a breach of applicable laws by yourself or the Company in connection with the prohibition referred to in the important notice outlined in the preamble of these Terms.
- 11.4** We shall not be liable for any damages suffered by you as a result of or otherwise in connection with causes beyond our control, including any hacker attack, technical failures, defects, bugs or viruses affecting the Website, the Platform or any platform related to any Currency (including any delay in receiving or failure to receive Tokens in exchange for Currency sent to the Company's wallet), circumstances related to your wallet service provider, your failure to follow these Terms (including the obligation to use the Company's wallet address specified on the Website, obligation to use only Currency or obligation to use a wallet meeting the conditions outlined in Sections 3.8 and 3.9 above for purchasing Tokens from the Company), default by our supplier or contractor, and any action taken by regulatory authorities.
- 11.5** VERACoin tokens are provided on an "as is" basis and without any representations or warranties of any kind, either expressed or implied. Among other things, we do not represent or warrant that any information on the Website or in the Accompanying Documents is accurate or reliable.
- 11.6** Some statements in these Terms and in the Accompanying Documents may include forward-looking statements which reflect the Company's and/or its management's current views with respect to financial performance, market situation and future plans. All forward-looking statements address matters that involve risks and uncertainties. Accordingly, there may be important factors that could cause the actual results of the business to differ materially from those indicated in these statements. There will be no obligation to update or review any forward-looking statements, whether as a result of new information, future developments or otherwise. We do not accept any liability for forward-looking statements.
- 11.7** Should you proceed with purchasing any VERACoin tokens and the product fails to be suitable for the particular purpose as intended by you, we do not accept any liability for such unsuitability (among other things, we do not accept the return of, or refund to you the purchase price of the respective VERACoin tokens).
- 11.8** To the maximum extent permitted by applicable law, we do not accept any liability for damages, including loss of profit, resulting from any use of, or inability to use, the Website, the Platform or any platform related to any Currency, or from purchasing of VERACoin tokens (including in case of fraud or other misconduct by any seller of VERACoin tokens other than the Company) or their use by the User, regardless of the basis upon which liability is claimed. Among other things, we do not accept any liability for any change of the value of VERACoin tokens or any Currency.
- 11.9** You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the Website and purchasing and use of VERACoin tokens, and that we do not accept any liability for any illegal or unauthorized use of the Website, the Platform or purchasing and use of VERACoin tokens.

- 11.10** In any case, the total amount of our aggregate liability hereunder shall not exceed USD 500.
- 11.11** No limitation of liability agreed in this Section 11 applies in case of intentional breach of obligations or in case of gross negligence.

## **12 JURISDICTION AND DISPUTE RESOLUTION**

- 12.1** These Terms will be governed by the laws of the Republic of Estonia.
- 12.2** Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, which the Parties have failed to solve by negotiations, will be settled in Harju County Court as the court of first instance.

## **13 MISCELLANEOUS**

- 13.1** Notices to the Company shall be sent by e-mail to [ir@vera.jobs](mailto:ir@vera.jobs). Notices to the User may be posted on the Website or delivered by any other means.
- 13.2** If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from the rest of these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.
- 13.3** No delay in performing an obligation or in exercising a right under these Terms will mean exemption of such obligation or waiver of such right, nor will separate or partial exercise of any right exclude further exercise of such right or any other right, unless the provisions or the context of these Terms requires otherwise.
- 13.4** These Terms and the Accompanying Documents constitute the complete agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, concerning the subject matter of these Terms.
- 13.5** The Company may, at its sole discretion, assign any of its rights and/or obligations under these Terms to any third party. You may not assign any of your rights and/or obligations under these Terms and such rights and obligations shall be binding on you as long as you hold any Tokens.
- 13.6** The Company and Stafory retain all right, title, and interest in all of their intellectual property, including inventions, ideas, concepts, software and brands, whether or not patentable, copyrightable or protectable by trademark. You may not use any such intellectual property without our prior written consent.