

BLUE HORIZON ICO

Terms and Conditions

Version 0.1 - April 2018

These terms and conditions (hereinafter ‘the *Terms and Conditions*’, ‘*T&C*’ or ‘*the Contract*’) are entered into between the Company BLUE HORIZON, with registered office at R.C.S. Lyon, France, registered in Lyon Trade and Companies Register under number 838 973 568 represented by Mr. Olivier ALIROL, duly authorized for the purposes herein, (hereinafter ‘*the Company*’ or ‘*Blue Horizon*’ or ‘*we*’, ‘*us*’), and the web user, the natural or legal person, participating in the ICO (Initial Coin Offering) process organized by the Company (hereinafter the ‘*Purchaser*’ or ‘*you*’).

These Terms and Conditions form the basis for the CTY Tokens sale which takes place on the following website: tokensale.connecty.io.

And all the details on the Project are available on the following website: www.connecty.io

The Terms and Conditions prevail over all other documents issued by the Company or the Purchaser and, as from their date of entry into force, shall apply to all purchases and are deemed to be unconditionally accepted by the Purchasers. Any derogation from these Terms and Conditions herewith will require the express agreement of both parties. Any other document is given for information purpose only and shall not constitute a contract document that commits the liability of the Company. The Company may withdraw or modify such documents, without entitling the Purchaser to any compensation.

The Purchaser is deemed to be fully aware of all legal norms and technical constraints relating to the acquiring, purchase, possession and use of crypto currencies and tokens based on Blockchain technologies, and to the services offered by the Company.

BY CLICKING ON “I HEREBY CERTIFY THAT I HAVE READ, UNDERSTOOD AND EXPRESSLY ACCEPT BLUE HORIZON TERMS AND CONDITIONS”, THE PURCHASER ACCEPTS AND ACKNOWLEDGES THAT HE IS ENTERING INTO A BINDING CONTRACT WITH BLUE HORIZON AND AGREES TO ABIDE BY ALL THE PROVISIONS.

IF THE PURCHASER DOES NOT UNDERSTAND THESE TERMS AND CONDITIONS AND/OR DOES NOT AGREE WITH THEM, HE SHALL NOT PARTICIPATE IN THIS ICO.

THE COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE ANY CONTENT OF THE TERMS AT ANY TIME, FOR ANY REASON. THE PURCHASERS SHALL REVIEW THE TERMS PERIODICALLY AS THE PURCHASERS WILL BE DEEMED TO HAVE ACCEPTED THESE MODIFICATIONS AS SOON AS THEY VISIT AND USE THE WEBSITE(S) FOLLOWING PUBLICATION OF SAID MODIFICATIONS.

The Company reserves the right, with no prior notice, for any reason, to block, limit or restrict access to the website, in whole or in part, temporarily or permanently. The Company may not be held liable for the website being unavailable or difficult to connect to, regardless of the consequences for the Purchaser.

ARTICLE 1 - ELIGIBILITY AND PRE-REQUISITES

Participation in the ICO is reserved for natural or legal persons acting within the scope of their professional activities. Any natural person acting on a non-professional basis as a simple consumer within the meaning of EU Directive 2011/83/EU relating to consumer rights is excluded from the ICO.

The sale of CTY Tokens is reserved for experienced professionals who have an in-depth understanding of the nature of the services they are purchasing, a firm grasp of the technologies on which they are based (in particular blockchain), and who are fully aware of all the associated risks as described hereinafter.

Due to legal restrictions, ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE PEOPLE'S REPUBLIC OF CHINA, SOUTH KOREA, INDONESIA, NEPAL, BANGLADESH, BOLIVIA, ECUADOR OR KYRGYZSTAN ("hereinafter the "Banned Countries") SHALL NOT ACQUIRE CTY TOKENS, USE THE WEBSITE AND SHALL LEAVE THE WEBSITE IMMEDIATELY, OTHERWISE THIS PERSON ASSUMES ALL THE LIABILITY ARISING FROM THE CONTINUED USE OF THE WEBSITE AND/OR CTY TOKENS AND SHALL INDEMNIFY THE COMPANY FOR ANY DAMAGES ARISING OUT OF THIS.

Besides, the Purchaser declares that he is not a Singapore, Canadian resident nor a "U.S. person", (within the meaning of Regulation S of the Securities Act 1933 in U.S. law), i.e.:

- Any private individual resident in the United States;
- Any partnership or business organized or established under U.S. law;
- Any property of which the executor or administrator is a U.S. citizen;
- Any trust of which a proxy is an American citizen;
- Any agency or branch of a foreign entity located in the United States;
- Any non-discretionary account or similar account (other than a trust or property) held by a trader or other trustee for the benefit of or on behalf of a U.S. citizen;
- Any discretionary account or similar account (other than a trust or trust) held by a trader or other trustee, that is organized, established or (if a private individual) resident in the United States; and
- Any partnership or company if:
 - a) It is organized or established under the law of a foreign jurisdiction; and
 - b) It is formed by a U.S. citizen primarily for the purpose of investing in securities not listed under the U.S. Securities Act, unless it is organized or established, and owned, by accredited investors who are not private individuals, trusts or properties.

Participants cannot contribute to this ICO if there are applicable legal restrictions in their country of residence or incorporation. It is the responsibility of each participant to know these laws regarding their participation in the ICO.

The Purchaser is solely liable for determining which legal, accounting, financial and fiscal conditions of any nature it is required to comply with in order to participate in the Commercial Operation, in accordance with the laws and regulations applicable in his country of residence or incorporation. The Company shall not be held liable for the Purchaser's filing obligations in the country in which it is domiciled or incorporated. The same applies to any tax or charge that would be payable by the Purchaser, in relation to the purchase, ownership, use or passing of CTY Tokens.

ARTICLE 2 – THE PROJECT

The Company intends to create a platform to connect the research and innovation stakeholders, wherever they are in the world, to exchange knowledge, request information or expert advice and/or build relationships in numerous fields (biology, chemistry, society, engineering and systems, ecology and

environment, mathematics, particles and nuclear physics, physics, information sciences, earth and universe, etc (hereinafter the “**Platform**” or “**Connecty Platform**”).

More details on the Project are available on the following website: www.connecty.io

The Platform will likely be developed and run on Ethereum network and other underlying technologies. This Project does not encompass and the Company is not provider of:

- (i) Any investment security or product whatsoever;
- (ii) Any exchange between virtual currencies and fiat currencies;
- (iii) Any wallet of custodial services of credentials necessary to access virtual currencies.

The Purchaser understands and accepts that the Project is currently in alpha development phase and that still requires substantial development work and risk of execution. Due to unforeseeable material, conceptual, technical and commercial changes before the final release, or any time after the release of the Platform, the Purchaser understands and accepts that an upgrade of the Platform and/or CTY Tokens may be required and that, if the Purchaser decide not to participate in such upgrade, he may no longer use his CTY Tokens and that non- upgraded CTY Tokens may lose their functionality in full.

The Purchaser is deemed to be fully aware of all the legal norms and technical constraints relating to the purchase, possession, functionality, use, storage, transmission mechanisms and intricacies associated with tokens and cryptocurrencies (like Bitcoin and Ether) based on blockchain technologies, blockchain-based software systems, and to the services offered by Connecty Platform.

The Purchaser expressly acknowledges the random nature of this ICO and Project as presented on the website and any other information document (white paper, short paper, etc.) and that this Project may not come to fruition due to unforeseeable circumstances or may have to be abandoned due to technical, legal or regulatory constraints, without the CTY Tokens being issued or used. Besides, the technologies, being used for the development of the Project, are developing at a fast pace and there are novelties being introduced constantly. Consequently, the Platform and CTY Tokens might be different in functionality, nature and structure, which the Purchaser explicitly agrees to an he confirms that he understands that the features described herein are only for the purpose of exemplifying.

ARTICLE 4 – ANTI-MONEY LAUNDERING AND KYC PROCEDURE

The “Know Your Customer” (KYC) procedure is instrumental in the prevention against money laundering and terrorist financing. By obtaining and verifying the identification of the Purchasers and by monitoring the source of the funds of the Purchasers, the Company would like to protect itself and protect the Platform from being used to conceal illegally-obtained funds.

This is the reason why the Purchaser and its Ethereum address (“**Contribution address**”) will be white-listed through a KYC procedure.

If the Purchaser does not provide the information requested, then the Company may in its sole discretion decide to refuse the Purchaser’s contribution and distribute CTY Tokens to the Purchaser. The Purchaser understands and accepts that he may be refused to receive CTY Tokens without completing the KYC Procedure.

Any participation in this ICO will be accepted by the Company only after the Purchaser has passed the KYC procedure.

As part of the KYC procedure, the following information and documents shall be provided by any Purchaser willing to access to the ICO :

(i) Where the Purchaser is a natural person (acting within the scope of his professional activities): Family name, first name, country and residential address, email address, nationality, ID card/Passport scan, date and place of birth, address from which the funds will be disbursed;

(ii) Where the Purchaser is a legal person: Organization/Company name, headquarters registered address, scan of business licence, court registry excerpt and information on ultimate beneficial owner, where relevant, tax identification number, address from which the funds will be disbursed and for its legal representative: Family name, first name, ID card/Passport scan, nationality, date and place of birth.

Purchaser shall then:

- declare that he is not a Canadian, Singapore or Chinese citizen, nor a "U.S. person";
- tick the box "I HEREBY CERTIFY THAT I HAVE READ, UNDERSTOOD AND EXPRESSLY ACCEPT BLUE HORIZON ICO TERMS AND CONDITIONS";
- provide his Contribution address.

The Company will then proceed with the KYC verification. Once the Purchaser's identification has been verified, his Contribution address will be added to the ICO White-List and the Platform will send the Purchaser a message for him to make his contribution in the ICO.

As from this date, a contribution may no longer be reimbursed (unless the Soft Cap has not been reached), cancelled or amended. CTY tokens will then be delivered to Purchasers according to the provisions of Section "CTY Tokens Distribution".

CTY Tokens period of validity, during which they can be used, is not time-dependent. Tokens cannot be deleted due both to their strictly decentralized nature and to the fact that, once issued, they are no longer under BLUE HORIZON's control. They would, in any case, remain the property of their owner.

In any case, **the Company will NOT accept "anonymous purchasers" or those using aliases, fictitious names or false identity in general.**

The Company may request from the Purchaser additional information and/or documents to evidence his identity and/or source of funds or to ensure the accuracy of the details he has supplied. If the Purchaser refuses to provide such additional information or documents, the Company may, at its sole discretion, refuse the purchaser's contribution and may not be held liable for such refusal.

The Company will also refuse purchasers who are (or may be) suspects of being involved in money laundering, or any sort of criminal activities, related to drug trafficking, terrorism and organized crime. The same applies to potential purchasers holding businesses that due to the nature of the business make it impossible to verify its legitimacy or that of the funds being inconsistent with their financial status.

In any event during the KYC procedure and contribution process, the Purchaser shall notify in writing the Company about any information likely to impact on its contribution directly or indirectly (contact@connecty.io).

ARTICLE 5 - CTY TOKENS

5.1 Tokens Role and Attributes

CTY Tokens are utility tokens. CTY Tokens will provide their holders with access rights to use the Connecty Platform (and its services of connecting people), once it has been designed, developed and deployed and provided that the Connecty Platform operates on a permanent basis.

The Purchasers' attention is therefore drawn to the fact that purchasing tokens during the ICO does not confer automatic rights to access to the Platform and services in the future. CTY tokens may not be used before the effective implementation of CTY Platform.

UNLESS OTHERWISE SPECIFIED HEREIN, CTY TOKENS WILL NOT BE REIMBURSED IN THE EVENT THAT THE CONNECTY PLATFORM IS NOT ULTIMATELY DEVELOPED, OR DOES NOT OPERATE ON A PERMANENT BASIS. THE PURCHASER ACKNOWLEDGES THAT THIS IS A SIGNIFICANT RISK THAT HE ACCEPTS.

Furthermore, CTY Token carries no rights, express or implied, other than those, set out in its Ethereum token code and as provided herein.

In particular, the Purchaser acknowledges that he is fully aware that:

- **a CTY Token does not represent an investment or a financial instrument** within the meaning of EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments: a CTY Token confer no direct or indirect right to the Company's capital or income, nor does it confer any governance right within the Company;
- **a CTY Token is not proof of ownership or a right of control:** Control over a CTYT Token does not grant the individuals any asset or share in the Company, or in the Connecty Platform. A CTY Token does not grant any right to participate in control over the Company's management or decision-making set-up, or over the Platform.
- **a CTY Token is not an electronic currency** within the meaning of EU Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions: CTY Tokens are not accepted (and have no use) outside the Platform and a CTY Token does not have a fixed exchange value equal to the amount delivered at the time of its issue.
- **a CTY Token is not a payment service** within the meaning of the (EU) Directive relating to payment services 2 (DSP 2) n° 2015/2366 of the European Parliament and of the Council of 25 November 2015: the ICO does not involve the purchase/sale of cryptocurrencies and the Company's business does not consist in receiving currencies against the delivery of cryptocurrencies.
- **A CTY Token is not a consumer product** and its Purchaser accepts and agrees that it is not covered by the consumer protection regulation of any jurisdiction.
- **a CTY Token is a cryptographic token only used by the Platform to connect research and innovation stakeholders to exchange knowledge. A CTY Token does not entail any licence or assignment of intellectual property rights on this knowledge.**

5.2 CTY Token Distribution

CTY tokens will be issued by a technical process referred to as «blockchain». This is an open source IT protocol over which the Company has no proprietary rights or liability in terms of development and operation.

The token distribution mechanism will be controlled by a Smart Contract. This involves a computer program that can be executed on the Ethereum network or on a blockchain network that is compatible with Smart Contract programming language. The tokens will meet the ERC20 standard and will be subject,

inter alia, to the operating conditions of the Internet computer network and the Ethereum blockchain protocol.

The Company has no control, right or liability over the operation of the Internet computer network and the Ethereum network and protocol.

The Purchaser understands and accepts that he is only making a contribution to the Connecty Platform through a smart contract system on Ethereum and will receive CTY Tokens in exchange.

The Company reserves the right at any time to effect to an emergency stop functionality to stop the distribution process of CTY Tokens. Use of this functionality shall remain in discretion of the Company and shall only be used in limited situations, such as, but not limited to: i) serious security issue detected, ii) serious network performance issue, depriving all Purchasers of equal treatment, iii) any type of material attack on the CTY Tokens, contribution and token issuance functionality, the Platform or Ethereum network or other unforeseen circumstances.

Contribution Stages: the ICO consists of several stages of contribution available for Purchasers divided into two different sales who will contribute for a different minimum level of contribution:

- Private Sale and;
- Public Sale.

The Private Sale is divided into three sales:

- Private Sale by invitation only dedicated to private investors: from April 1st 2018 to April 30,2018 (contributions in euros only);
- Private Sale: from April 30,2018 to May 14,2018 (contributions in BTC, ETH, ITC, DASH, Litecoin and euros);
- Pre-ICO: from May 15, 2018 to June 14, 2018 (contributions in BTC, ETH, ITC, DASH, Litecoin and euros).

The Public Sale will take place from June 15, 2018 to July 14, 2018 (contributions in BTC, ETH, ITC, DASH, Litecoin and euros).

	Minimum investments possible per investor	Maximum investments possible per investor	Maximum of tokens sold by phase
Private Sale by invitation only	1000 €	20,000 €	100,000,000
Private Sale	2000 €	1000,000 €	500,000,000
Pre ICO	1000 €	500,000 €	1,500,000,000
ICO	150 €	1,000,000 €	3,400,000,000
		Total tokens sold	5,500,000,000

During the Contribution the Pre ICO and the ICO, the price of CTY Token will increase of 0,624% per day. The starting price of CTY Token is 0,00660 euros on May 15, 2018 and should reach 0,00959 euros on July 14, 2017.

	Token Sold Phase	Date	Price
Private Sale only invitation	100,000,000	Avant le 15/04	0,00556 €
Private Sale	500,000,000	15/04-14/05	0,00600 €
Pre-ICO	1,500,000,000	15/05/2018	0,00660 €
		16/05/2018	0,00664 €
		17/05/2018	0,00668 €
		18/05/2018	0,00672 €
		19/05/2018	0,00677 €
		20/05/2018	0,00681 €
		21/05/2018	0,00685 €
		22/05/2018	0,00689 €
		23/05/2018	0,00694 €
		24/05/2018	0,00698 €
		25/05/2018	0,00702 €
		26/05/2018	0,00707 €
		27/05/2018	0,00711 €
		28/05/2018	0,00716 €
		29/05/2018	0,00720 €
		30/05/2018	0,00725 €
		31/05/2018	0,00729 €
		01/06/2018	0,00734 €
		02/06/2018	0,00738 €
		03/06/2018	0,00743 €
		04/06/2018	0,00747 €
05/06/2018	0,00752 €		
06/06/2018	0,00757 €		
07/06/2018	0,00762 €		
08/06/2018	0,00766 €		
09/06/2018	0,00771 €		
10/06/2018	0,00776 €		
11/06/2018	0,00781 €		
12/06/2018	0,00786 €		
13/06/2018	0,00790 €		
14/06/2018	0,00795 €		
			See Next page

(see previous page)	Token Sold Phase	Date	Price
ICO	3,400,000,000	15/06/2018	0,00800 €
		16/06/2018	0,00805 €
		17/06/2018	0,00810 €
		18/06/2018	0,00815 €
		19/06/2018	0,00821 €
		20/06/2018	0,00826 €
		21/06/2018	0,00831 €
		22/06/2018	0,00836 €
		23/06/2018	0,00841 €
		24/06/2018	0,00846 €
		25/06/2018	0,00852 €
		26/06/2018	0,00857 €
		27/06/2018	0,00862 €
		28/06/2018	0,00868 €
		29/06/2018	0,00873 €
		30/06/2018	0,00879 €
		01/07/2018	0,00884 €
		02/07/2018	0,00890 €
		03/07/2018	0,00895 €
		04/07/2018	0,00901 €
05/07/2018	0,00906 €		
06/07/2018	0,00912 €		
07/07/2018	0,00918 €		
08/07/2018	0,00923 €		
09/07/2018	0,00929 €		
10/07/2018	0,00935 €		
11/07/2018	0,00941 €		
12/07/2018	0,00947 €		
13/07/2018	0,00953 €		
14/07/2018	0,00959 €		
Total token sold during the ICO	5,500,000,000		

Token allocation: the Company will issue 5 500 000 000 (five billions and five hundred millions) of CTY Tokens ("**Total CTY Number**")

The Company will sell for a maximum of 48,079,198 (forty-eight millions seventy-nine thousands one hundred and ninety-eight) euros constituting the hard cap (the "**Hard Cap**") during the ICO.

The minimum threshold for the ICO is 1 000 000 (one million) of CTY Tokens constituting the soft cap (the "**Soft Cap**"). If the Soft Cap is not reached, there will be a redemption of CTY Tokens to the Purchaser depending on the number of CTY Tokens purchased by the Purchaser and the exact value of the CTY Tokens at the date of their purchase

Token price: the CTY Token will be sold for a token price of 0,01 EUR (all taxes included).

Delivery of CTY Token:

Purchaser's contribution is deemed to be irrevocably binding after completion of the KYC procedure and payment of the CTY Token price.

CTY Tokens will be made available in the Purchaser's wallet from August 2018 (exact date to be confirmed) once the Smart Contract will be issued .

CTY Tokens period of validity, during which they can be used, is not time-dependent. Tokens cannot be deleted due both to their strictly decentralized nature and to the fact that, once issued, they are no longer under the Company's control. They would, in any case, remain the property of their holders.

CTY Token distribution will be offered only through the Website(s). No third-party website or a different provider is allowed and has not been supported, engaged or authorized by the Company and must not be relied upon in any way. The only official and authorized website is <https://www.connecty.io/>. The Purchaser must ensure that the URL of its web browser indicates that it is using a hypertext transport protocol secure connection (https) and that the domain name is correct.

ALL CONTRIBUTIONS IN EXCHANGE FOR CTY TOKEN ARE FINAL AND NON-REFUNDABLE. THE COMPANY WILL NOT REIMBURSE THE PURCHASER IN THE EVENT THE PLATFORM IS NOT DEPLOYED OR DOES NOT OPERATE ON A PERMANENT BASIS OR DOES NOT OFFER THE EXACTLY EQUIVALENT SERVICES AND FEATURES DESCRIBED IN THE WHITE PAPER. BY PURCHASING CTY TOKEN, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF THE MEMBERS OF THE TEAM ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY CTY TOKEN THAT IS NOT USED OR REMAINS UNUSED.

The Company shall not be held liable in any way for any feature that might affect the token distribution or ownership of the tokens sold, or that might hamper the Purchaser's ability to use the tokens, including display of the tokens in an electronic wallet compatible with the ERC 20 token standard, or the assignment of these tokens to a third party.

The acquisition of tokens comes under the Purchaser's sole liability and will be subject to the terms and conditions of the protocol and the Ethereum network. As CTY Tokens are issued under a smart contract, the Company is not obliged to reimburse or compensate in any way the Purchaser whose CTY tokens have not been issued by the smart contract for any reason.

Once issued, the tokens may be assigned or transferred to third parties by the Purchaser, in whole or in part, at their sole discretion, in return for payment or free of charge. However, the Purchaser shall be solely and fully liable for the conditions and consequences of such an assignment or transfer of the tokens in their possession. In particular, given that the Company will have no control over such transactions, the Purchaser may not claim against the Company for any loss of its CTY tokens due to any error of any kind that may occur during the transfer.

The Company's cofounders warrant that they will not purchase CTY Tokens in their own ICO or from any third party, or acquire CTY Tokens in any manner, during the period of the ICO.

ARTICLE 6 - LIMITATIONS OF USE

Prior to any contribution, the Purchaser acknowledges and accepts that CTY tokens do not, under any circumstance, represent any form of investment or financial investment and agrees not to attempt to divert the tokens function for speculative purposes.

The Purchaser acquires CTY tokens primarily to support the development, testing, deployment and operation of the Project, being aware of all the risks associated with this Project and this ICO as set forth hereinafter.

The Purchaser also agrees not to use the Connecty Platform, the CTY Tokens and, more generally, any content or service provided to the Purchaser by the Company for any purpose that is unlawful, that does not comply with the objectives and methods set out in the White Paper and/or in this Contract. Under no circumstances may CTY Tokens be used for other services than those offered by the Connecty Platform. The Purchaser shall not use the Platform or CTY Tokens in any manner that could damage, disable, overburden, or impair the Platform, CTY Tokens or the website. In particular, the Purchaser agrees not to modify, interfere with, deactivate or saturate, nor to breach the security of or impair data integrity and confidentiality in relation to any service offered by CTY.

The Company is solely responsible for deciding whether to provide the service to CTY tokens owners, within the technical, legal, economic or other constraints imposed by third parties or by the Company itself on its operations.

ARTICLE 7 – RISKS

The Purchaser understands that CTY Tokens, blockchain technology, Ethereum protocol, Ether and other associated and related technologies are new and untested and outside of the Company's exclusive control and adverse changes in the technology, broadly construed, will excuse the Company's performance under this Contract.

Risks inherent to the Project and ICO may be various. The Purchaser acknowledges that he has been warned of the following risks, that he understands and accepts purchasing CTY Tokens in consideration of these risks (which are not exhaustive).

a) Legal risks

Blockchain technologies, cryptocurrencies and projects financing through cryptocurrencies have been the subject of close scrutiny by various regulatory bodies around the world, including within the European Union and France. This ICO has been structured to comply with EU law applicable at the time of the ICO.

There is a risk that in some jurisdictions the CTY Tokens might be considered to be a "security", or other regulated investment now or in the future, or might be considered some other type of regulated instrument. The Company believes, but does not give representations, warranties or guarantees that CTY Tokens are not a security or regulated or regulated investment in all jurisdictions. The Company has diligently, to the best of its knowledge, already prohibited acquiring of CTY Tokens by individuals and entities from jurisdictions, where legal uncertainties regarding obtaining, sale and usage of cryptographic tokens are unreasonable high. Each Purchaser of CTY Tokens shall bear their own legal or financial consequences of CTY Tokens being considered a security or other regulated investment or instrument in their respective jurisdiction.

Based on the Company's current belief that the CTY Tokens are not securities or other regulated investment when issued, the Company does not intend to attempt to comply with securities or regulated investment offering laws in any jurisdiction; however, due to the continually changing regulatory environment worldwide, the Company reserves the right to decide to register, obtain license, or otherwise take action to attempt to comply with any new law or regulation relating to the Connecty Platform and the CTY Tokens, which could have a material adverse effect on (i) the Platform ability to conduct the ICO and/or (ii) CTY Token holders ability to use their tokens.

Given the lack of crypto-currency qualifications in most countries, each Purchaser is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of CTY Tokens according to his nationality and place of residence.

b) Risks associated with the ICO documentation

The White Paper is the only documentation that introduces Connecty ICO and exposes the Project. Such documentation does not comply with any legal requirement as there is no regulation at the time of the ICO. The Purchaser acknowledges and accepts that the White Paper may potentially contain inaccuracies, errors or omissions and express the Company's opinions and forecasts.

The ICO documentation has not been subject to prior verification and/or approval from any regulatory bodies such as *L'Autorite des Marches Financiers* (AMF) in France.

c) Risks associated with Ethereum

CTY Tokens are based on the Ethereum protocol. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the CTY Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native Ethereum Protocol account unit may itself lose value in a similar way to CTY Tokens.

Besides, the Purchaser understands and accepts that an upgrade or split of the Ethereum protocol may occur in the future (hard-fork) and that the Company has no control over it. The Purchaser may no longer be able to use his CTY Tokens and/or they may lose their functionality in full.

For more information on the Ethereum protocol, please visit the Ethereum website: <http://www.ethereum.org>

d) Risks of theft and hacking

Hackers or criminal groups or organizations may attempt to interfere with the Purchaser's wallet, the website, the Connecty Platform or the availability of CTY Tokens in several ways including, but not limited to, denial of service attacks, smurfing, Sybil attacks, malware attacks or consensus-based attacks.

e) Risks of security weaknesses in the website and CTY Tokens source code or any associated software and/or infrastructure

There is a risk that third parties may intentionally or unintentionally introduce weaknesses or bugs into the source code which will interfere with the use of or causing loss of CTY Tokens.

f) Risk of mining attacks

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the CTY Tokens, 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 CTY Tokens. Despite the efforts of the Company and Ethereum Foundation, the risk of known or novel mining attacks exists.

g) Risk of low or no liquidity

Even though there are currently online services available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that CTY Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are

given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly- understood regulatory oversight, and the Company does not give any warranties in regard to any exchange services providers. Purchasers might be exposed to fraud and failure. In any case, the Company will not enable exchange of CTY Tokens for other cryptographic tokens or for fiat currency. Purchaser may not at any given time be able to acquire or dispose of its CTY Tokens due to lack of liquidity.

h) Risk of loss of value

Even though CTY Tokens are not financial instruments, they might be awarded certain monetary value by the Purchasers and the markets. The Company gives no warranty in respect of CTY Token value and warns the Purchasers that value of CTY Tokens may fluctuate and that CTY Tokens may also lose their value entirely. There might be different reasons that would cause unfavourable fluctuations of the value of the CTY Tokens.

i) Risk of change/fees

There is a foreign exchange risk for the Purchaser as the exchange rate of the BTC/ETH used to calculate the number of CTY Tokens will not necessarily be the rate used at the time the Purchaser sent the BTC/ETH.

j) Risk of uninsured losses

CTY Tokens are entirely uninsured. At present, there are no public or private insurance agents providing Purchasers with coverage against a loss of CTY Tokens or a loss of value.

k) Internet transmission risks

The Purchaser acknowledges that there are risks associated with using the Platform or CTY Tokens including, but not limited to, the failure of hardware, software, and Internet connections. The Purchaser acknowledges and accepts that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays the Purchaser may experience when using the Platform or CTY tokens, howsoever caused.

l) Insufficient interest in Connecty Platform and CTY Tokens

There is a possibility that the Platform or CTY Tokens may not be used by a large number of companies, individuals and other organizations, and that there may be limited public interest in the creation and development of distributed applications. Such a lack of interest could have an impact on the development of the Platform and, therefore, on the uses or potential value of CTY Tokens.

m) Risk of loss of CTY Tokens due to loss of credentials

The Purchaser can only access his account using the credentials selected by the Purchaser. The Purchaser understands that if his credentials (and in particular his private key) are lost or stolen, CTY Tokens associated with his account will be unrecoverable and permanently lost. It is thus recommended to Purchasers to store their credentials securely in one or more backup locations that are geographically separated from the work location and not to share his credentials with anybody. There is no recovery mechanism for lost keys, so the Company will not be able to help the Purchaser retrieve or reconstruct a private key and/or provide the Purchaser with access to any lost CTY Token.

n) Non-release, software and technical risks

Some of the Platform features are currently under development. As a consequence, the Purchaser accepts that the development may not succeed, that the Platform may never be released and operational, even though the Company makes its best efforts to complete such platform, that the Platform may be subject to software and/or technical risks, or that features may never be installed on the Platform.

o) CTY Tokens and the Platform, as developed, does not meet Purchaser expectations

The Platform is currently under development and may undergo significant changes prior to its launch (for technical, financial, commercial, marketing, legal or regulatory reasons). As such, Purchaser expectations concerning the Platform or CTY Token may not be met on the launch date.

p) Speculative participation

A participation in an ICO is highly speculative. Purchasing the CTY Tokens should be considered only by participants who are able to make a long term commitment and are aware of the risks factors involved in such ICO. The Purchaser should only purchase the CTY Tokens if they are able to bear the risk of the entire loss of their investment and have no need for immediate liquidity in such purchase.

q) Risk of non-compliance with privacy regulation

As of the date of signing of this Contract, all aspects of effects of privacy regulation are not yet clear, and privacy regulation might substantially differ in different jurisdictions across the world. Some

envisaged features of the Project might not be by itself compliant with the applicable regulation and will need to be adjusted, modified or omitted.

r) Unanticipated risks

Crypto-currencies and cryptographic tokens are a new, untested technology. In addition to the risks stipulated above, there are other risks that the Company cannot foresee . Risks may also occur as unanticipated combinations or as changes in the risks stipulated herein.

ARTICLE 8 – REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, THE PLATFORM, CTY TOKENS, INCLUDING ALL FUNCTIONS THEREOF, ARE PROVIDED ON AN “AS IS” AND/OR “UNDER DEVELOPMENT” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED TO THE EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, SUITABILITY, RELIABILITY, ACCURACY AND COMPLETENESS OF ANY INFORMATION PROVIDED IN THE WHITE PAPER OR ANY OTHER DOCUMENT AND/OR IN THIS CONTRACT AND/OR IN THE WEBSITE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY MAKES NO REPRESENTATIONS THAT CONNECTY PLATFORM, CTY TOKENS AND/OR THE UNDERLYING BLOCKCHAIN PROTOCOL WILL BE AVAILABLE UNINTERRUPTED AND TIMELY, WILL BE FREE FROM DEFECTS, ERRORS AND BUGS, AND/OR WILL BE ENTIRELY SECURE. CTY TOKENS ARE USED AND HOLD AT THE SOLE RISK OF THE PURCHASER.

THE COMPANY SHALL TAKE THE NECESSARY CARE AND DILIGENCE TO PROVIDE THE BEST QUALITY OF SERVICE IN ACCORDANCE WITH CURRENT PRACTICE AND STATE OF THE ART. THE COMPANY IS SOLELY BOUND BY AN OBLIGATION OF MEANS.

By contributing in the ICO, the Purchaser represents and warrants that he:

- is of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
- is authorised and has full power to purchase CTY Tokens according to the laws applicable in his jurisdiction;
- is not a resident of a Banned or Restricted Country;
- has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country or any other country or authority around the world;
- is not acting for the purpose of speculative investment;
- will not use the ICO for any illegal activity, including but not limited to money laundering and financing of terrorism;
- is solely responsible for determining whether the acquisition of CTY Tokens is appropriate for him and for seeking any tax, legal, accounting or financial advice in order to participate to the ICO;
- he has obtained and was given sufficient information about the CTY Tokens to make an informed decision to acquire them;
- understand the risks associated with the ICO (including the risks related to the non-development/non-release of Connecty Platform and services and/or CTY Tokens);
- understand the use of crypto-currencies and its associated risks.

ARTICLE 9 – BLUE HORIZON’S LIABILITY

IN NO EVENT WILL BLUE HORIZON, ITS AFFILIATES AND RESPECTIVE OFFICERS, DIRECTORS, ADVISORS, EMPLOYEES OR AGENTS BE LIABLE TO THE PURCHASER OR ANYONE ELSE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF CONTRACTS OR OPPORTUNITIES OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, LOSS OR BREACH OF ANY DATA, FILE, DATABASE OR SOFTWARE, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, DECISIONS OR SANCTIONS FROM A REGULATORY BODY OR A COURT,

THAT RESULT FROM THE OFFER, SALE OR USE OR LOSS OF USE OF CTY TOKENS, THE WEBSITE OR CONNECTY PLATFORM.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT FOR BODILY INJURIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF BLUE HORIZON AND ITS AFFILIATES, IN CONTRACT, FOR DIRECT DAMAGES, EXCEED THE AMOUNT RECEIVED BY THE PURCHASER AT THE DATE OF HIS CONTRIBUTIONS AND ACCORDING TO THE VALUE OF CTY TOKENS AT THE DATE OF PURCHASE.

BESIDES , BLUE HORIZON SHALL NOT BE HELD LIABLE FOR ANY OF THE FOLLOWING:

- (i) Use of Connecty Platform and services or CTY Tokens that are not compliant with this Contract ;
- (ii) Non-performance, failure, malfunction or unavailability of the Connecty Platform and the services due to a third party, the Purchaser, a third-party product, or the Purchaser's breach of its obligations;
- (iii) Loss, disclosure or unlawful or fraudulent use of Purchaser sign-on by the Purchaser or third parties;
- (iv) Suspension of access or temporary or permanent suspension of the ICO, the Connecty Platform and services or CTY Tokens (in particular arising from a request issued by an administrative or judicial authority, or notification received from a third-party);
- (v) Mismatch between the CTY Tokens functionalities and services and the Purchaser's needs;
- (vi) Security incidents relating to use of the Internet, concerning in particular the loss, alteration, destruction, disclosure or unauthorized access to the Purchaser's data or details on or via the Internet.

Because the CTY Tokens and the Platform is based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the CTY Tokens. Moreover, advances in cryptography, or technical advances could present risks to CTY Tokens and the Platform, including the utility of CTY Tokens. The Company therefore reserves the right to substitute an alternative network protocol to replace the Ethereum protocol if needed or if useful for the Platform and Project. Any successful attacks present a risk to the Platform, including, but not limited to, accurate execution and recording of transactions involving CTY Tokens.

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or the CTY Tokens in a variety of ways (malware attacks, denial of service attacks, etc.) Besides, because the Platform is based on an open-source software, there is a risk that a third party may intentionally or unintentionally introduce weakness into the core infrastructure of the Platform, which could negatively affect the Platform and the CTY Tokens.

ARTICLE 10 – PURCHASER'S LIABILITY

The Purchaser acknowledges that he is solely liable for storage and use of the purchased CTY Tokens under normal conditions of use, and in accordance with current legislation at the time and place of use.

Accordingly, he shall be deemed personally liable for any damaging consequences arising from the abnormal, noncompliant or unforeseeable storage, transfer or use of the CTY Tokens.

The Purchaser also acknowledges he has received all the necessary details from the Company on the information and data he has communicated and is therefore solely liable for the CTY Tokens' suitability in

terms of their specific planned use.

The Purchaser agrees to provide the Company with its correct and updated personal details at the time of creating its account. The Company reserves the right to request supporting documents from the Purchaser to ensure the accuracy of the details he has supplied.

The Purchaser will be solely and exclusively liable for the logins required to sign into the website. The Company shall not be held liable for any illegal or fraudulent use of the Purchaser's login.

The Purchaser will assume full responsibility for the consequences of any theft or misuse of the CTY Tokens purchased as a result of any use by the members of its staff or any person to whom the Purchaser has provided its login(s). The same applies for the loss of the login(s).

The Purchaser will defend, indemnify and hold harmless the Company, its affiliates, and their respective employees, officers, directors, advisors and representatives from and against any claims, damages, losses, liabilities, costs, expenses arising out of or relating to any third-party claim concerning this Contract or the use of the Platform's by the Purchaser and CTY Tokens contrary to this Contract.

ARTICLE 11 - INTELLECTUAL PROPERTY

The Company is the licensee or owner of all of intellectual property rights existing prior the date of this ICO.

The Company retains all right, title and interest in all of its intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, graphics, interface design, text, logos, images and data pertaining to the Project, the Connecty Platform and CTY Tokens ("**the Company's IP**"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. The Purchaser shall not use any of the Company's IP for any reason, except with its prior written consent.

The Company grants to the Purchaser a royalty-free, non-exclusive, non-transferable, revocable license to access and use the Connecty Platform and its services and use the CTY Tokens strictly in accordance with this Contract. As a condition of its use of the Connecty Platform and CTY Tokens, the Purchaser warrants to the Company that he will not use the website, the Platform or CTY Tokens for any purpose that is unlawful or prohibited by this Contract, or in any manner that could damage, disable, overburden, or impair the website, or the Platform and the Project.

The Purchaser acknowledges and accepts that it shall not:

- i. Distribute, export, translate, transmit, merge, transfer, modify, adapt, hypothecate, encumber, create, derivative works of, loan, rent, lease, share, resell any of the Company's IP, in whole or in part;
- ii. Remove or modify any proprietary rights or attribution notices in any of the Company's IP; or
- iii. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, algorithms of Connecty Platform or CTY Tokens or any documentation provided by the Company (except in accordance with the provisions of the applicable law).

The Purchaser shall take all necessary precautions to prevent third parties from using the Company's IP,

the Connecty Platform or CTY Tokens in any way that would constitute a breach of this Contract or the Company's intellectual property rights.

The Purchaser shall not license, sublicense, or otherwise grant any intellectual property rights pertaining to the Connecty Platform or CTY Tokens or more generally, the Company's IP.

ARTICLE 12 – SECURITY

The Purchaser shall implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with his account, (ii) private keys required to access any relevant Ethereum address, and (iii) Purchaser username, password and any other login or identifying credentials.

In the event the Purchaser suspects a security breach in any of the abovementioned, he shall inform the Company immediately so it can take all required and possible measures to secure the Purchaser account, the website, Connecty Platform and systems as whole.

The Purchaser will assume full responsibility for the consequences of any theft, malfunction or misuse of Connecty Platform or CTY Tokens acquired, as a result of a lack of security or any use by any person to whom the Purchaser has provided his credentials.

ARTICLE 13 – PURCHASER PERSONAL INFORMATION

The Company collects information from running the website and uses information, provided to the Company by the Purchaser. When the Purchaser visits the Website, or use the services, the Company collect information sent to it by the Purchaser's computer, mobile phone, or other access device. This information may include the Purchaser's IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as the browser type, and the pages the Purchaser accessed on the website. When the Purchaser uses a location- enabled device with the website, the Company may collect geographical location data or use various means to determine the location, such as sensor data from the Purchaser's device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.

When the Purchaser access the website, or use the services, the Company (or Google Analytics or similar service provider on behalf of the Company) may place small data files called cookies on the Purchaser's computer or other device. The Company uses these technologies to recognize you as our Purchaser; customize the website and advertising; measure promotional effectiveness and collect information about the Purchaser computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

The Company stores and processes the Purchaser's personal information on servers in the EU, where the Company's facilities or its service providers are located. The Company uses reasonable efforts to protect the Purchaser's personal information using physical, technical and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. The Company also authorizes access to personal information only for those employees who require it to fulfill their job responsibilities.

By participating in the ICO and using Connecty Platform, the Purchaser agrees and authorizes the Company to share, if and when necessary his personal information with any trusted third party (which may be located in a non-EU jurisdiction but providing an equivalent level of protection across the European Union) for the sole purposes of the provision of the services. Besides, the Purchaser acknowledges that the Company may be required to provide the Purchaser's personal information to any regulatory bodies or administrative authorities or courts if required by law or to other third parties only with your prior consent or direction to do so.

The Company will maintain Purchaser's personal information only for as long as it is necessary, or as required by law.

The Purchaser is entitled to object to the processing of his personal data for legitimate reasons, as well as to object to the use of such data for the purposes of prospecting activities.

The Purchaser shall be entitled to request access to, rectification, erasure of his own personal data, or restriction of processing concerning the Purchaser or to object to processing. However, given the nature of the blockchain technology used, the Purchaser may not be able to exercise all of these rights. However, as far as technically possible, the Company will enable the Purchaser to exercise his rights. To do so, the Purchaser shall notify in writing his request to the Company, with a copy of its signed ID document to the following address: 36 rue Waldeck Rousseau 69006 Lyon France

By signing this Contract, the Purchaser expressly agree, consent and authorize:

- to provide his email address or other personal information, such as name, mobile number, address, or other personal information to the Company; and
- the Company to obtain personal information for the purpose of sending the Purchaser notification email regarding his contribution has been completed.

ARTICLE 14 - LEGISLATIVE AND/OR REGULATORY DEVELOPMENTS

The Purchaser acknowledges and accepts that this ICO is taking place within a French legal environment that is still under development. New laws or rules may subsequently frame, modify or clarify the practice of such operations. Where necessary or applicable, should legislative and/or regulatory changes conflict with all or part of these terms and conditions, the Company reserves the right to amend the terms of the ICO as appropriate, retroactively if necessary, in order to ensure that the operation remains legal and compliant with the various laws and regulations or best practices that may be issued by the French regulatory bodies.

The Company is currently not under supervision of any financial supervisory authority. According to the foregoing, any Purchaser is aware that he cannot expect judicial protection from the respective local regulator for damage or loss that might arise from the risks described herein.

However the Company intends to use best efforts to cooperate with any governmental legal authority or regulator or supervisory authority of any country.

ARTICLE 15 - FORCE MAJEURE

Force majeure is deemed any event beyond the parties' reasonable control, which they cannot reasonably foresee or reasonably avoid or overcome, provided that its occurrence makes it impossible for the parties to fulfill their obligations, and adversely affects purchase execution (e.g. earthquake,

storm or other element of nature, embargoes, riots, substantial change in the price of resources, electrical, telecommunications, hardware, software or other utility failures, armed conflicts, labor disputes or other industrial disturbances, acts or order of the government, changes in laws or regulations, changes in blockchain technology (broadly construed), changes in the Ethereum protocol or any other blockchain protocols, etc.).

The most diligent Party shall promptly notify the other Party by any means, and the Parties will then agree to negotiate in good faith any changes required to ensure the continuity of their obligations. If, however, such impossibility exceeds three (3) months, the most diligent Party may terminate the contract in writing without incurring its liability and without entitling the other party to claim any right of compensation, with the Company retaining previously collected amounts, which are irrevocably acquired.

ARTICLE 16 – MISCELLANEOUS

Materials such as Blue Horizon White Paper, Business Plan and others, published in the website or elsewhere are not binding and do not – unless explicitly referred to herein – from part of this Contract, and are of descriptive nature only.

This Contract represents the entire agreement between the Company and the Purchaser regarding the subject matter of this Contract, in particular the Project and acquiring, purchase, use, sale or disposition of CTY Tokens. This Contract supersedes all prior representations, understandings, agreements or communications between the Company and the Purchaser, whether written or oral.

The Company and the Purchaser are independent contractors, and neither party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

The Purchaser shall not assign, in whole or in part, this Contract to a third party, without the Company's prior written consent.

The failure or omission by the Company to enforce any provision of this Contract will not constitute a present or future waiver of such provision nor limit its right to enforce such provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.

Except as otherwise set forth herein, if any portion of this Contract is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in full force and effect.

The Company may provide any notice to the Purchaser by: (i) posting a notice on the website; or (ii) sending an email to the email address associated with your account. Notices the Company provides by posting on the website will be effective upon posting and notices the Company provides by email will be effective when the Company sends the email. It is the Purchaser's responsibility to keep its email address current.

The Purchaser may give notice to the Company by email to contact@connecty.io. Notices to the Company will be effective one business day after they are sent.

All communications and notices to be made or given pursuant to this Contract must be in the English language.

The Purchaser waives the right to participate in a class action suit or a class action arbitration against the Company or any of its affiliates.

ARTICLE 17 – DISPUTES

All disputes or claims arising out of or in connection with this Contract and any disputes or claims arising out of or in connection with the use of the website, the Project and the CTY Tokens shall be finally settled by the Paris Courts in France. The applicable law shall be the laws of France, without regard to its conflict of law.