

Token Terms and Conditions

These Token Terms and Conditions (“Terms”) between the user (“you”) and Talent Protocol MTÜ, registry code 80600292, address Narva mnt 5, Tallinn, Estonia (“we”, “us”, “our”) in relation to the provision of the Platform (as defined below) from such time as you register and set up an account with us.

It is important that you read and understand the Terms before using the Platform. By using and accessing the Platform, you agree to these Terms. If you do not agree to these Terms, please do not use the Platform.

For more information, see www.talentprotocol.com/ or contact our community Discord server.

For matters not covered by these Terms the [Talent Protocol Guide](#) (“FAQ section”) will apply.

1. THE PLATFORM

- 1.1. We operate a decentralized platform (the “Platform”) that allows talent (“Talent”) to create a personal token that represents their career, and where supporters (“Supporters”) can make angel investments in people they believe in. The platform is governed by the community in accordance with the terms and conditions set out below.
- 1.2. We provide the following as part of the Platform:
 - ability to mint fully customizable, branded, personal tokens onto the Talent Protocol blockchain (“Talent Tokens”);
 - support talent with angel investments by buying Talent Tokens with a proprietary governance and payment mechanism token (“TAL Token”);

AS OF OCTOBER 2021 THE TAL TOKENS ARE YET TO BE LAUNCHED AS A SEPARATE ASSET. THEREFORE, CERTAIN FUNCTIONALITIES OF THE PLATFORM MAY BE LIMITED TO THE EXTENT WHERE THE FUNCTIONALITY OF TAL TOKENS MAY NOT BE REPLICATED BY A REPLACEMENT CRYPTOGRAPHIC ASSET. A STABLECOIN CALLED cUSD IS DESIGNATED AS THE REPLACEMENT CRYPTOGRAPHIC ASSET UNTIL TAL TOKEN IS RELEASED. FOR FURTHER INFORMATION ON THE AVAILABLE SERVICES AND THE PROCESS FOR TRANSITIONING BETWEEN CUSD AND TAL TOKENS PLEASE REFER TO THE FAQ SECTION AND OUR COMMUNITY DISCORD SERVER.

- vote on select community related matters with TAL Token.

2. ACCESSING THE PLATFORM

- 2.1. To access the Platform, You must:
 - register and set up an account on our webpage with an email and password (“Account”);
 - accept these Terms;
 - be at least 18 years;
- 2.2. You must provide us with a valid account in a decentralised cryptocurrency wallet (“cryptocurrency wallet”) in order to use certain functions of the Platform. You authorise us to collect the information necessary to connect your Account to a cryptocurrency wallet and hereby confirm that the details you provide are accurate and that you have the right to use such a cryptocurrency wallet.
- 2.3. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your Account. If you have any concerns that your Account may have been misused, you should contact us immediately.

3. YOUR RIGHT TO USE THE PLATFORM

- 3.1. As long as you comply with these Terms, we agree to grant you a royalty free, revocable, non-exclusive right to access and use the Platform in accordance with these Terms. You may not transfer or sub-license this right to use the Platform.
- 3.2. While using the Platform, you shall not:

- violate any local or international laws (including, but not limited to, copyright, tax and securities laws);
 - infringe the rights of any third party, including but not limited to intellectual property rights and privacy rights;
 - post, transmit or otherwise make available through or in connection with the Platform any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating or otherwise fail to respect the rights and dignity of others; (b) defamatory, libellous, fraudulent or otherwise tortious; or (c) obscene, indecent, pornographic or otherwise objectionable;
 - restrict or inhibit any other person from using the Platform;
 - interfere with or disrupt the Platform or the servers or networks used to make the Platform available; or violate any requirement, procedure or policy of such servers or networks.
 - circumvent, disable or otherwise interfere with any security related features of the Platform;
 - permit another person to use the Platform on your behalf;
 - use the Platform if we have suspended or banned you from using it;
 - advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;
 - modify, interfere, intercept, disrupt or hack the Platform;
 - misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which would harm the Service or any user of the Service's own equipment;
 - collect any data from the Platform other than in accordance with these Terms;
 - submit or contribute any information or commentary about another person without that person's permission;
 - use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Platform in a manner that sends more request messages to the Platform than a human can reasonably produce in the same period of time.
- 3.3. You agree that you have no rights in or to any portion of the Platform other than the right to use and access the Platform in accordance with these Terms.
- 3.4. All intellectual property rights in the Platform, its content and any related documentation existing anywhere in the world belong to us or our licensors (and are protected by copyright and/or trade secret laws and other international treaty provisions) and may not be copied, distributed, uploaded, republished, decompiled, disassembled or transmitted in any way without our prior written consent. You will not have any rights of ownership in the Platform, its content or any related documents other than the right to use it in accordance with these Terms.

4. CUSTOMER DUE DILIGENCE / KNOW YOUR CLIENT (KYC) PROCEDURES

- 4.1.** The Platform has voluntarily taken measures for prevention of money laundering and terrorist financing. We may decide not to allow you to mint Talent Tokens or support Talent, unless you have presented us with sufficient information for mitigation of money laundering and terrorist financing risks.
- 4.2.** We reserve the right to:
- identify you;
 - request documents, either as originals or copies, which we consider necessary to prove, inter alia, your identity, place of residence, status as a representative of a natural or legal person, source of funds, status as a politically exposed person and status under international sanctions laws;

- regularly control the data and documents presented by you, in particular for updating outdated documentation and for verifying our existing knowledge of your activity;
 - transfer and disclose any information or documentation to government authorities or third-party service providers, as we deem necessary for prevention of money laundering and terrorist financing,
- 4.3.** You acknowledge that a portion or all of the activities and obligations provided with this section may be entrusted to a third-party service provider and grant consent to such third-party service providers to conduct the activities described in this section.
- 4.4.** You agree to immediately inform us in writing of any changes to the information and/or documents that you have presented to us in accordance with this section. We reserve the right to deny you the right to mint Talent Tokens and/or support talent, if we deem it possible that your participation in these functionalities of the Platform might bring forth money laundering or terrorist financing.

5. PURCHASE OF TAL TOKENS

- 5.1.** Subject to restrictions for accessing the platform you may have the right to purchase TAL Tokens. You will be able to purchase TAL Token through the Platform and may have the opportunity to use TAL Tokens to purchase or redeem Talent Tokens, participate in the governance of the Platform or engage in various transactions with the CELO mainnet.
- 5.2.** The Platform supports cUSD (until 2022) and then will allow the purchase of TAL Tokens. You must provide the information requested and follow the relevant instructions provided by the Platform to complete your purchase of TAL Tokens. Following receipt and processing of any required information, confirmation of your payment method and completion of the transaction, the purchased TAL Token will generally be displayed on your connected cryptocurrency wallet and listed in your balance within 1 hour.
- 5.3.** We reserve the right to suspend the sale of TAL Tokens for any duration of time or indefinitely, without prior notification and for any reason.

6. MINTING OF TALENT TOKENS

- 6.1.** Subject to restrictions for accessing the platform you may have the right to mint Talent Tokens. Talent tokens can be minted for by all users who possess such rights.
- 6.2.** The minting functionality of Talent Tokens, becomes available to users, who:
- have an active and valid Account;
 - have defined a set of benefits and/or promises the Supporters;
 - have a sufficient number of TAL Tokens (as we mentioned: cUSD until 2022) on a cryptocurrency wallet connected to their Account.
- 6.3.** Upon the minting of a Talent Token, a certain number of Talent Tokens will be used up for transaction fees and Talent will be immediately credited 2000 (two thousand) of the total supply. The Talent might receive further rewards, the size of which will depend on staking done with respect to their Talent Token. The total supply of any given Talent Token will be limited and the total maximum supply will be communicated to the Talent before minting.
- 6.4.** Following issue, any Talent Tokens may be further traded, granted or exchanged against TAL Tokens on the Platform. Your right to dispose of the Tokens might be limited by flow control mechanisms. You might be restricted from exchanging a portion or all of your Talent Tokens into TAL Tokens for a predetermined amount of time following the minting or might be subject to additional conditions.
- 6.5.** The Talent Tokens not immediately credited to the Talent will be available for the Supporters and the Talent in exchange for stacking on the Talent Token, until the maximum supply of the Talent Token is reached. The conditions, rewards and other relevant information will be available on the page of the respective Talent

Token. Holding of a Talent Token shall provide the token holder with the rights and benefits under the conditions set by the Talent.

- 6.6. As a Supporter and/or Talent you acknowledge that your activity on the Platform might bring forth an obligation to declare and pay taxes and are solely responsible for compliance with your applicable tax laws.

7. SUPPORTER AND TALENT RELATIONSHIP

- 7.1. The transaction for acquisition of the Talent Tokens from the Talent by the Supporters shall not be considered employment, service, work for hire, partnership, trust or any other legally binding contract. The Talent will be expected to act in good faith for achieving and providing the Supporter with the benefits and promises indicated on their Talent Token profile.
- 7.2. A Supporter may withdraw from the sponsorship at any time if: (i) the Talent behaves in a manner displaying gross ingratitude towards the Supporter, or (ii) the Talent unjustifiably fails to fulfil a duty or condition related to the Talent Token.
- 7.3. Following the Supporter's withdrawal, the stacked TAL Tokens are made available to the Supporter and the Talent Tokens granted to the Supporter for participation in stacking are burned irrevocably.

8. PLATFORM GOVERNANCE

- 8.1. By holding any number of TAL Tokens you become eligible to participate in community voting on the Platform. We will display all ongoing voting procedures on the Platform with a deadline for voting, the matter in question and the instructions for voting.
- 8.2. By submitting a vote on a matter you will lock up a chosen number tokens for the duration of the voting. You shall have the right to withdraw your vote at any point before the conclusion of voting.
- 8.3. For the avoidance of doubt, a holder of TAL Token is not entitled, to vote or receive dividends or be deemed the holder of capital stock of Talent Protocol MTÜ or any corporate entity for any purpose, nor will anything contained herein be construed to confer on the user, as such, any of the rights of a stockholder of any company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

9. YOUR CONTENT

- 9.1. You confirm that any text, images or any other information that you provide to us whilst using the Platform ("**User Content**") will adhere to these Terms.
- 9.2. We do not claim ownership in your User Content and ownership will remain with you (or the relevant third party owner). You grant us a worldwide, non-exclusive, royalty-free and perpetual license to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, license, sub-license, and exploit the User Content anywhere and in any form for the purposes of providing the Platform (including, where applicable, allowing other users to view your User Content).
- 9.3. You must ensure that you are able to grant us the above license for any content owned by a third party that you include in your User Content.
- 9.4. The Platform makes available third party content, such as User Content. We are not responsible for any such content in any way, but may monitor User Content and reject, refuse or delete any User Content where we consider that it breaches any of these Terms.

10. DATA PROTECTION

- 10.1. Your privacy is important to us, please read our Privacy Notice to understand how we collect, use and share information about you. By using the Platform, you acknowledge that your personal data will be processed in accordance with our Privacy Notice [[LINK GOES HERE](#)].

11. NO RIGHT TO WITHDRAW

- 11.1. Upon minting of a Talent Token, you accept that you have no right to withdraw from the agreement per § 53(2)(1) of the Law of Obligations Act.

12. TERMINATION

- 12.1. You may cancel your Account and terminate your use of Platform at any time by clicking on the cancellation link. The termination of your account will not result in deletion of your minted Talent Tokens.
- 12.2. We have the right to suspend or terminate your Account and refuse any and all current or future use of the Platform for any reason at any time if we believe your use of the Account is not in line with our guidelines, recommendations and these Terms. Such termination will result in the deactivation or deletion of your Account or your access to your Account and the forfeiture and relinquishment of your Account. We reserve the right to refuse providing access to the Platform to anyone for any reason at any time.

13. SURVIVAL

- 13.1. All provisions of these Terms which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. NOTICES

- 14.1. We communicate with you in an electronic form via the email address you have submitted or through the Platform. You agree that all Terms, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper.

15. DISCLAIMER OF WARRANTIES

- 15.1. We provide the Platform on an “as is” and “as available” basis, without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Platform, including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.
- 15.2. We do not warrant that the Platform will meet your requirements; that the Platform will be uninterrupted, timely, secure, or error-free; that the information provided or obtained through the use of the Platform is accurate, reliable or correct; that any defects or errors will be corrected; that the Platform will be available at any particular time or location; or that the Platform is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of the Platform.

16. RISK OF BUYING TAL AND TALENT TOKENS

- 16.1. Tokens that you may acquire on this Platform are not intended as investments - they are designed for use and engagement between Supporters and Talent.
- 16.2. While the Platform may provide information about the estimated value of Talent and TAL Tokens, and may include information about their historical value, the fiat value is subject to volatility and change, and Talent or TAL Tokens could lose their value, both on an individual as well as a network-wide basis. Talent Protocol does not directly control and is not responsible for the value of any assets and makes no guarantee, express or implied, of their value in fiat. In addition, the assets that you may use on the Site and with Talent Protocol, may not be freely tradable or exchangeable outside of the Platform. You acknowledge and agree that any purchase of or transaction in Talent or TAL Tokens conducted by you or on your behalf is made voluntarily, wilfully, and exclusively at your own risk.

17. LIMITATION OF LIABILITY

- 17.1. You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from:

- your use or inability to use the Platform;
- any modification, price change, suspension or discontinuance of the Platform or any Talent Tokens hosted thereon;
- the Platform generally or the software or systems that make the Platform available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Platform;
- any other user interactions that you input or receive through your use of the Platform;
- technical failure(s) related to the Talent Tokens, TAL Tokens, their respective marketplaces or the Blockchain as a whole;
- actions of users that have minted Talent Tokens, be that inside or outside of the Platform;
- failure to supply us with sufficient information, knowingly or accidentally submitting of false or incomplete information that we request for fulfilment of our customer due diligence procedures;
- failure to declare or disclose profits or donations under applicable tax laws;
- any other matter relating to the Platform.

17.2. Our liability is limited whether or not we have been informed of the possibility of such damages and even if a remedy set forth in these Terms is found to have failed its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control. However, our maximum liability is limited to the monetary contributions made by you via the Platform in the last 3 (three) months.

18. RELEASE AND INDEMNIFICATION

18.1. You indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Platform, including but not limited to your violation of these Terms, provided that we (1) promptly give you written notice of the claim, demand, suit or proceeding; (2) give you sole control of the defence and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases us of all liability); and (3) provides to you all reasonable assistance, at your expense.

19. CHANGES TO THESE TERMS

19.1. We reserve the right, at our sole discretion, to amend these Terms at any time and will update these Terms in the event of any such amendments. We will notify you of material changes to these Terms, such as price changes, at least 30 days prior to the change taking effect by posting a notice on our website or the Platform. For non-material modifications, your continued use of the Platform constitutes agreement to our revisions of these Terms.

19.2. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Platform (or any part of it) with or without notice.

20. MISCELLANEOUS

20.1. Except to the extent applicable law provides otherwise, these Terms and any access to or use of the Platform, is governed by the laws of Estonia. Any disputes involving the parties will be resolved through negotiation. In the event that no agreement can be reached through negotiations, all disputes will be handled in compliance with the legislation of the Republic of Estonia. As a consumer in case of any disputes can also refer to European Consumer Centre at <https://consumer.ee/en/filing-a-complaint/> or ask to solve the dispute on the ODR platform (internet based Online Disputes Resolution platform), with a website at <https://ec.europa.eu/consumers/odr/>.

20.2. We may assign or delegate these Terms in whole or in part to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms or Privacy Policy without our prior written consent and any unauthorized assignment and delegation by you is void.

- 20.3.** If any part of these Terms is held invalid or unenforceable, the remaining portions will remain in full force and effect. Any failure on the part of us to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision.
- 20.4.** In case of questions about the Terms, contact us through the Talent Protocol community Discord server.