



Social coins crowdsale agreement

These terms define terms of use of Social smart contract and coins on the decentralized distributed Ethereum blockchain.

Nature and use of smart contract and coins

Social smart contract (hereinafter 'smart contract' or 'software') is a software deployed and working on the decentralized distributed Ethereum blockchain (hereinafter 'Network').

This software was initially developed and deployed by FatCat Group Pty Ltd (hereinafter "Company," "we," or "us"). Social coins (hereinafter 'coins') are part of the software and ensure its interaction with the Network.

By using smart contract, including its coins you expressly acknowledge and represent that you (hereinafter 'User' or 'you') have carefully reviewed and accepted this agreement between you as a User and the Company.

This agreement is deemed to be concluded in Australia between you and the Company on the date and time you start using the Software.

THE SOFTWARE, INCLUDING COINS IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR COINS, OR THE USE OR OTHER DEALINGS IN THE SOFTWARE OR COINS.

Purpose of the smart contract and coins

The purpose of the coins is to be used in the Nexus online marketplace. Socials are virtual items used as a currency within the Nexus platform.

Liability

We are not liable for any lost funds if an unsupported wallet is used by you. Please use one of the suggested wallets listed on our ICO announcement website, or do your own research into a preferred wallet to check if it is supported.

Converter

The converter on the website may be inaccurate at times. It is your responsibility to make sure that the amount you are transferring equals to the amount agreed upon by the smart contract and the terms. Every 1 ETH transferred will result in a 500 SOCIAL return, unless within a bonus period stated on our ICO announcement website or within the pre-ICO.

Description of the software

Due to the nature of the Network code of the working software cannot be changed after deployment. The maximum number of coins implemented in the software is determined by the amount of ETH transferred during the ICO period. A maximum (hard cap) of 50,000,000 coins will be created (minted).

Dispute resolution

Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the [IACC Arbitration Rules] (https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration_Rules/IACC) in the version in effect at the time of the filing of the claim. And unless the parties agree otherwise in writing: - The language to be used in the arbitral proceedings shall be: English.

Any dispute arising out of or related to this agreement is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Pre-ICO Participation

Participation in the pre-ICO provides a 70% bonus rate on the base conversion rate. Pre-ICO contributions are mainly non-refundable as all funds raised will be withdrawn, converted to fiat, and then used to further market the main ICO. Any remaining funds (if any) will be refunded if the main ICO does not reach its set minimum.

ICO Participation

If the ICO does not reach set minimum, 100% of all funds contributed during the main ICO period will be refunded, minus any Gas.

Severability

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 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.

Other provisions

These agreement and terms are not boilerplate. If you disagree with them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at support@nexus.social and immediately stop using software. Do not use software until you agreed upon this agreement and terms of use.