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A Cloud Marketplace on the Blockchain
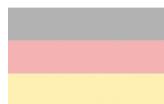
Choose the cloud that suits you best

Flexible. Independent. Transparent.

General terms and conditions relating to SCU Tokens

Version: 1.0.3

As of: 24 October 2018

Founded in Germany

SCU GmbH

Emanuel-Leutze-Str. 11
40547 Düsseldorf, Germany

Register Court: Local Court of Düsseldorf
Commercial Register Number: HRB 82759
Managing Director: Christian Sprajc

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Preamble

(A)   SCU GmbH, having its registered office in Düsseldorf/Germany, registered with the commercial register of the Local Court of Düsseldorf under HRB 82759, (**"SCU"**) plans to develop and operate a virtual cloud marketplace based on blockchain technology (the **"Platform"**). On the Platform, customers will have the opportunity to compile individually tailored cloud solutions using an easy-to-use filter interface. Details of the project are described in the whitepaper published by SCU, which can be downloaded at https://space-cloud-unit.io (the **"Whitepaper").**

(B)   SCU intends to create a new crypto currency based on the Ethereum blockchain for the purpose of building and expanding the Platform and to issue 78,000,000 tokens of this crypto currency (the **"SCU Tokens"**) on the ERC20 standard (the **"ICO")**. The ICO is divided into a presale phase, in which up to 18,000,000 SCU Tokens (excluding bonuses) will be issued ("**Presale**"), and the offering phase, in which up to 60,000,000 SCU Tokens (excluding bonuses) will be issued ("**Token Sale**"). The Presale starts at 1 October 2018, 12:00 pm (UTC) and ends at 15 December 2018, 11:59 pm (UTC). The Token Sale begins on 15 January 2019, 0:00 am (UTC) and ends upon complete sale of all 78,000,000 SCU Tokens, but no later than 31 March 2019, 11:59 pm (UTC). The SCU Tokens will be issued and may be purchased and used on the Platform in several phases in accordance with these General Terms and Conditions (the **"GT&C"**).

(C)   In the opinion of SCU, the SCU Tokens are not to be considered investment products within the meaning of the German Capital Investment Act (VermAnlG), no securities within the meaning of the German Securities Prospectus Act (WpPG), no share in an investment fund within the meaning of the German Investment Code (KAGB) and no other financial instrument within the meaning of the German Securities Trading Act (WpHG). Accordingly, the ICO is not a public offer within the meaning of the German Capital Investment Act (VermAnlG) or the German Securities Prospectus Act (WpPG). Neither the Whitepaper, nor these GT&C claim to contain all information that are essential for the decision of the buyer; it is not a prospectus within the meaning of the prospectus regulation.

(D)   Buyers will be offered the opportunity to acquire SCU Tokens within the ICO in consideration of payment of the crypto currencies accepted by SCU as means of payment in accordance with these GT&C. The SCU Tokens does not grant any profit participation rights or other payment claims as well as no ownership or shareholders rights, in particular, without limitation, no participation or voting rights.

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(E)   Both, the project and the ICO, are influenced by a variety of factors (internal and external), some of which SCU has no influence on. In addition, there are risks associated with the project, SCU and the ICO which could lead to the loss of the assets invested in the acquisition of the SCU Token. This applies even more taking into account that the SCU Tokens currently do not have a corresponding equivalent value.

(F)   Reference is also made to the legal notices set forth in the Whitepaper on page 52 et seqq., in particular the risk factors mentioned therein. Those informations should be read carefully before acquiring SCU Tokens and should be duly considered before entering into a contract regarding the sale and purchase of SCU Token.

1.   Scope; exclusion of other general contract/business conditions

1.1.   These GT&C apply to the acquisition and ownership of SCU Token.

1.2.   In addition, the data privacy statement, which may be downloaded under https://space-cloud-unit.io/de/datenschutzerklaerung/, applies.

1.3.   Your general terms and conditions shall not apply, even if SCU has not expressly objected to these terms and conditions and/or performed services without reservation.

2.   Features and characteristics of the SCU Tokens

2.1.   The SCU Tokens do neither grant any interest or any other cash settlement, nor any right to participate in SCU's results or revenues. Furthermore, no shareholder rights (e.g. voting rights, subscription rights), information rights, (co-) ownership and usage rights (e.g. to the current or future intellectual property of the SCU) shall be granted to the holders of SCU Token.

2.2.   SCU Tokens currently cannot be traded on a crypto currency exchange.

2.3.   Conversion or return of SCU Tokens is excluded. In particular, without limitation, SCU Tokens do not grant a right to convert SCU Tokens into money. Statutory rights of revocation, withdrawal and reverse transaction remain unaffected; the same shall apply to statutory claims for damages.

2.4.   The SCU tokens may be used to obtain cloud services offered on the Platform. in future subject to the terms and conditions (in particular prices/exchange ratio) of the respective provider. Further information regarding the marketplace and the services offered thereon in the future are set forth n the Whitepaper.

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3. **Registration, Purchase and transfer of SCU Token; purchase and issue conditions**

3.1. The purchase of SCU Tokens during the ICO is only possible after prior registration on the website operated at https://spacecloudunitkyc.ost.com/sign-up (the **"Website"**). In order to register on the Website you have to enter into an email address and chose a password. Your registration will be sent by clicking the „Register" - button after you have agreed to the GT&Cs and the privacy policy of SCU by "opt in". Upon registration you will receive an email with a conformation link. You may confirm your email address and complete your registration by clicking the confirmation link.

3.2. The registration on the Website and acquisition of SCU Tokens is exclusively permitted to legally competent persons, legal entities having (partial) legal capacity, legal entities and special assets under public law, provided, however, that the contractual party (i) acts in their own name and for its own account and (ii) has successfully completed the Know Your Customer procedure provided for on the Website after registration.

3.3. The issuance and transfer of SCU Tokens to you requires that (i) you have a wallet which is compatible with the ERC20 standard; (ii) you have provided SCU with the address of your wallet; (iii) all anti money laundering and know your customer regulations have been complied with, in particular that you have been identified and that any beneficial owners and politically exposed persons have been identified to the extent required by law.

3.4. The delivery of SCU Tokens is subject to the complete payment of the issue price (see Section 6) and prior notification of the address of a wallet compatible with the ERC20 standard.

3.5. Any Person, company or other legal entity which has its place of business or residence or habitual abode in the following jurisdictions or who are subject to corporate or income tax in a jurisdiction mentioned hereinafter, must neither acquire SCU Tokens within the ICO nor acquire ownership of SCU Tokens subsequently:

- Kingdom of Thailand

- Republic of Singapore

- Republic of Korea

- Democratic People's Republic of Korea

- Socialist Republic of Vietnam

- People's Republic of China

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- Republic of Indonesia

- People's Republic of Bangladesh

- Japan

- Russian Federation

- Kingdom of Saudi Arabia

- Kingdom of Morocco

- Arab Republic of Egypt

- People's Democratic Republic of Algeria

- Republic of Ecuador

- Bolivia

- Switzerland

- United States of America

It is prohibited to transmit the Whitepaper, these GT&C or other documents provided by SCU in connection with or in relation to the ICO or the SCU Tokens to the any of the aforementioned jurisdictions. The same applies to a sale or transfer of SCU Tokens in these jurisdictions, if the applicable legal conditions are not met. Any violation of a provisions under this Section 2.5 may violate applicable laws in the aforementioned jurisdictions and result in penalties/sanctions.

4. Use of funds; business discretion of SCU

4.1.   The use of the assets received in connection with the ICO, in particular the assets received as consideration for the issued SCU Tokens (e.g. coins and tokens of other crypto currencies) as well as the realization and use of proceeds resulting therefrom shall be at the sole discretion of SCU, unless otherwise provided for in these GT&C. Notwithstanding the aforementioned, the funds received in connection with the ICO are intended to be used as set forth in the Whitepaper.

4.2.   The establishment and expansion of SCU's business activities, in particular the development and functionalities of the Platform, the (further) development of the business model as well as the monetization of future products and services are at SCU's sole discretion. In particular, SCU is entitled to change details regarding the Platform, to modify the business model, to develop other products or services or to refrain from implementation for business reasons. SCU will always take due account of the legitimate interests of the holders of SCU Token.

5. Conclusion of contract within of the ICO

5.1. Within the ICO, the legally binding conclusion of a sale and purchase agreement regarding SCU Tokens is carried out as follows:

   a. In order to acquire SCU Token, you have to register on the Website and successfully complete the Know Your Customer procedure first, which requires input of complete and correct data on the Website.

   b. Any information provided on the Website and relating to the ICO and the SCU Tokens does not constitute a legally binding offer, but a non-binding invitation to submit an offer (invitatio ad offerendum).

   c. The purchase of SCU Tokens within the scope of the ICO is only possible by using the form provided for on the Website (the **"Form"**) and successful identification in accordance with the Know Your Customer procedure provided for on the Website. In order to submit a legally binding offer for the purchase of SCU Tokens within the ICO, the form must be filled out completed.

   d. You will be granted the possibility to review and – if required - correct your data before submitting the form. The SCU will provide you with appropriate, effective and accessible technical means to identify and correct input errors prior to submittal of your binding offer.

   e. Prior to the submittal of a binding offer, you may press the "back" button in order to return to the subpage on which your details are recorded and may be corrected; you may also cancel the process by closing the internet browser.

   f. You may send your binding offer by clicking the button "buy". Click on the button to submit a legally binding offer for the sale and purchase of SCU Tokens within the Token Sale. The deposit address is then displayed.

   g. The receipt of your binding offer is confirmed by electronic acknowledgement of receipt.

   h. Your binding offer may be accepted by transferring the SCU Tokens into your wallet.

6. Issue price; terms of payment; bonuses; delivery of SCU Token

6.1. The consideration for the SCU Tokens is to be paid in Ethereum (ETH). The consideration to be paid for a SCU Tokens (the **"Issue Price"**) will be announced on the Website; the Issue Price as amended from time to time shall be applicable. The minimum Issue Price is 0.1 ETH. Other (crypto) currencies will not be accepted.

6.2. The Issue Price is due and payable immediately. The Issue Price shall be paid to the deposit address disclosed after clicking the „Get deposit address" - button and consenting to these GT&Cs by "opt in".

6.3. If the Issue Price for the purchased SCU Tokens is received in full, the corresponding amount SCU Tokens will be transferred to the wallet of the buyer.

6.4. SCU offers a two-stage bonus program during the ICO. As part of the bonus program, you will receive a higher number of SCU Tokens (calculated on the basis of the SCU Tokens purchased) for the total Issue Price to be paid by you in accordance with the following provisions:

Stage one:

- 25% bonus on purchase of SCU Tokens within the first third of the Presale Cap (as defined below);

- 15% bonus on purchase of SCU Tokens within the second third of the Presale Cap (as defined below);

- 10% bonus on purchase of SCU Tokens within the last third of the Presale Cap (as defined below).

"Presale Cap" means the first 18,000,000 SCU Tokens issued.

Stage two:

- 5% bonus on purchase of SCU Tokens within the first 40% of the Token Sale Cap (as defined below);

- 2.5% bonus on purchase of SCU Tokens within the additional 40% of the Token Cap (as defined below).

No bonus will be granted for SCU Tokens purchased within the last 20% of the Token Sale Cap (as defined below).

"Token Sale Cap" means the 60,000,000 SCU Tokens issued beyond the Presale Cap.

7. Amendments of GT&C

7.1. SCU reserves the right and is entitled to amend or supplement these GT&C with effect for the future, provided, however, that this is necessary to remedy any inadequacy which has subsequently occurred or to adapt due to changes in the legal or technical framework conditions and provided that such amendment is not unreasonable for you. SCU will inform you in advance of any change or amendment to the GT&C within a reasonable time in advance by notifying you of the content of the changed or new provision by e-mail. The amended or new provisions shall become part of the contract unless you object such amended or

new provision to become part of these GT&C in text form (e.g. e-mail) within six (6) weeks after receipt of the e-mail informing you of the amendment. If you do not object within six (6) weeks after receipt of the e-mail informing you of the amendment, the amended or new provision shall be deemed accepted in relation to SCU. SCU will separately inform you of the significance of the aforementioned six-week-period in due form in the e-mail informing you of the changes or amendments to these GT&C.

7.2.   SCU reserves the right to migrate the SCU Tokens to another protocol or to replace them with comparable tokens based on another standard or protocol or another blockchain, provided, however, that this does not unreasonably disadvantage the owners of the SCU Tokens. The original SCU Tokens will no longer be supported after expiry of a reasonable period of time the holders of SCU will be notified of in advance.

8.   Taxes

SCU will declare, report, withhold and pay taxes and other dues to the competent authority, provided, however, that SCU is obliged to do so by mandatory law.

9.   Warranty and liability of SCU

9.1.   Unless expressly agreed otherwise, the statutory provisions regarding warranty shall apply.

9.2.   Subject to the other provisions of this Section 10, SCU shall only be liable if and to the extent that SCU, its legal representatives, executives, employees or other vicarious agents acted with intent or gross negligence.

9.3.   In the event of a default on part of SCU or in case of impossibility of performance for which SCU is responsible as well as in the event of breach of material contractual obligations (so-called cardinal obligations), SCU shall, however, be liable for any culpable conduct of culpability of its legal representatives, executives, employees or other vicarious agents. Material contractual obligations mean any obligation the fulfilment of which is deemed essential for the proper execution of the contract and which observance you may rely on.

9.4.   Except in cases of intent or gross negligence on the part of SCU, its legal representatives, executives, employees or other vicarious agents, the liability of SCU shall be limited to the amount of damages typically foreseeable at the time of the conclusion of the contract.

9.5.   The above-mentioned exclusions and limitations of liability shall not apply in the event (i) any guarantee has been assumed expressly, (ii) of any claim based on lack of warranted characteristics and for damages arising from injury to life, limb or health and (iii) of any mandatory statutory provisions. Furthermore, the aforementioned limitations of liability shall not apply with respect to claims for

interest on arrears, for damages according to Section 288 Para. 5 of the German Civil Code (BGB) and for compensation of legal costs in the event of and due to any default caused by SCU.

9.6. Any and all claims under the German Product Liability Act (ProdHaftG) shall remain unaffected by the above provisions.

10. Dispute settlement

10.1. The European Commission provides a platform for online dispute resolution (OS), which you may find here: http://ec.europa.eu/consumers/odr/

10.2. SCU is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration service.

11. Final provisions

11.1. These GT&C as well as the contracts concluded in accordance with these GT&C shall be governed by the laws of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

11.2. Any communication between SCU and you shall be in text form using electronic means of distance communication and shall be in German or English language, unless otherwise stated in these GT&C. Same shall apply to the registration and all contracts between you and SCU; the language of contract shall be German. Any messages, declarations, information and document will only be sent to you in text form using electronic means of distance communication. Upon request, SCU shall also send notices, declarations, information and documents in paper form, provided, however, that SCU is required to do so by mandatory law.

11.3. Unless otherwise expressly stipulated in these GT&Cs or subject to mandatory statutory regulations, any and all notifications and declarations must be sent by e-mail. SCU is entitled to send any and all notifications and declarations to the last known contact details (in particular, without limitation, e-mail address) until you notify SCU of any change or correction of the contact details provided during the registration or stored in your account on the Platform.

11.4. The contract text will not be stored by SCU after conclusion of the contract and is not accessible to you on the Platform. However, the respective contract text will be sent to you by e-mail and may be saved or printed out by you.

11.5. Any amendment of these GT&C shall only be valid if made in text form.

11.6. If you are a consumer within the meaning of Section 13 of the German Civil Code (BGB) and you do not have a general place of jurisdiction in Germany or in another EU member state, or if you move your permanent place of residence abroad after these GT&C becoming effective, or if your place of residence or

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habitual abode is not known at the time an action is filed, the exclusive place of jurisdiction for any all disputes arising from or in connection with these GT&C and/or acquisition and possession of SCU Tokens shall be at the registered office of SCU, provided, however, no exclusive statutory place of jurisdiction applies. If you are either a merchant within the meaning of the German Commercial Code (HGB), a legal person under public law or a special assets under public law, the exclusive - also international - place of jurisdiction for any and all disputes arising from or in connection with these GT&C and the acquisition and possession of SCU Tokens shall be at the registered office of SCU, provided, however, no exclusive place of jurisdiction applies. For the rest, the statutory places of jurisdiction shall apply.

11.7. In relation to entrepreneurs within the meaning of Section 14 para. 1 of the German Civil Code (BGB) the place of performance shall be at the registered office of SCU.

11.8. In case any provision of these GT&C is or becomes invalid or unenforceable in whole or in part for reasons other than those specified in Sections 305 through 310 of the German Civil Code (BGB), the validity of the remaining provisions of these GT&C shall remain unaffected, unless the performance of the contract represents an unreasonable hardship for one of the parties, taking into account the following provision. Section 306 of the German Civil Code (BGB) shall remain unaffected. The parties undertake to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same applies to the supplementary interpretation of the contract or to any gaps.

12. Consumer's ight of withdrawal

12.1. In the event you are consumer in the meaning of Section 13 of the German Civil Code (BGB) and you have purchased SCU Tokens exclusively by means of distance communication (e.g. by letter, e-mail or on the internet), you are entitled to a statutory right of withdrawal in accordance with the following provisions:

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Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (SCU GmbH, Emanuel-Leutze-Str. 11, 40547 Düsseldorf/Germany, mail@SPACE.CLOUD.UNIT.io) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

- End of the instructions on withdrawal -

Model withdrawal form

– To SCU GmbH, Emanuel-Leutze-Str. 11, 40547 Düsseldorf/Germany, mail@SPACE.CLOUD.UNIT.io:

– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

– Ordered on (*)/received on (*),

– Name of consumer(s),

– Address of consumer(s),

– Signature of consumer(s) (only if this form is notified on paper),

– Date

(*) Delete as appropriate.

12.2.   Unless otherwise agreed upon, the right of withdrawal shall not apply to contracts for the supply of goods or services, including financial services, whose price depends on fluctuations in the financial market outside SCU's control, which may occur during the withdrawal period.

12.3.   The right of withdrawal expires in case the service has been fully performed if the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by SCU. Notwithstanding the aforementioned provision, the right of withdrawal does not apply to contracts regarding financial services whose performance has been fully completed by both parties at the consumer's express request before the consumer exercises his right of withdrawal.

12.4.   The right of withdrawal further expires in the case of a contract regarding the supply of digital content which is not supplied on a tangible medium, if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.