

Terms of Use

These terms of use (henceforth, “this agreement”) stipulate the conditions all Rise Members must comply with in using Rise Token and all related services issued by Cowren Solution Limited (henceforth, “Cowren”) as well as the rights and duties between Cowren and all Rise Members.

Cowren requests that all who will use said services as Rise Members read this document in full before agreeing to its terms.

Article I. (Applicability)

This agreement aims to stipulate the rights and obligations between Cowren and registered members (defined in Article II. Section 2.5) in regards to the use of this service (Article II. Section 2.1) and will be applied fully to all matters between Cowren and registered members that are related to the use of said service.

Article II. (Definitions)

The terminology used throughout this agreement shall be defined as follows:

- 2.1 “Rise Token” refers to the Token issued by Cowren.
- 2.2 “This service” refers to all matters related to the purchase of Rise Tokens issued by Cowren.
- 2.3 “Rise System” refers to the system offered by Cowren used to distribute this service via our website.
- 2.4 “Prospective users” refers to those who wish to use this service.
- 2.5 “Rise Member” refers to individuals or corporations who have completed registration as users in accordance with the provisions outlined in Article III.
- 2.6 “Virtual currency” refers to other virtual currencies such as Bitcoin and Ether.

Article III. (Registration)

- 3.1 Prospective users may request Cowren to register them with this service provided that said prospective users comply with this agreement as well as grant Cowren certain information (henceforth, registration information) that Cowren specifies in accordance with methods outlined therein.
- 3.2 Prospective users guarantee and assert that none of the following paragraphs currently or previously apply to them, as well as pledge that they will not apply to to them in the future:
 - 3.2a They are not an antisocial force (including organized crime syndicate, member of an

organized syndicate, company affiliated with organized crime, extortionist/racketeer, social activist etc.)

3.2b They do not fund or otherwise support, manage, maintain, negotiate, cooperate or are otherwise involved whatsoever with antisocial forces.

3.3 Cowren will decide in accordance with their standards whether or not to register prospective users. If allowed to register, Cowren will notify the prospective user, and that notification will be proof of that prospective users registration being complete. Furthermore, if Cowren chooses not to accept a prospective user, Cowren has no obligation to clarify the reasons for not accepting said prospective user.

3.4 Once registration is complete as outlined in the previous section, a usage contract for this service that is in accordance with the various provisions in this agreement is established between Rise Members and Cowren, and Rise Members may then use this service with the methods outlined by Cowren.

3.5 Cowren may reject those who request to register if any of the following reasons apply:

3.5a If any of the registration information Cowren obtains from a prospective users is found to be fully or partially falsified, wrong, or contains omissions

3.5b If the prospective user is a minor, an adult ward, under curatorship, or under assistance

3.5c If Cowren has decided that the prospective user falls under any of the items outlined in Article III, Section 3.2 above

3.5d If the prospective user resides in a region or territory where this service is not offered

3.5e If Cowren otherwise decides that registration would be inappropriate

Article IV. (Password management)

4.1 Rise Members shall be responsible for setting, managing, and storing their passwords (including any passwords and login information used to access the Rise System and Rise Token as well as any ancillary information) and are not allowed to sell, exchange, forfeit, allow use of, or otherwise transfer this information to third parties. Furthermore, Rise Members must take sufficient precautions to ensure that others do not learn their passwords.

4.2 Rise Members shall take full responsibility for any damage arising from their own mismanagement, misuse, leakage, or otherwise any inappropriate use, including theft of their passwords by third parties. Cowren will in no way be held liable.

Article V. (Prohibitions & Cancellation)

5.1 In using this service, Rise Members may not engage in any conduct that would apply to any of the following:

- 5.1a Any conduct that violates the rights, privacy, good name, or profits of third parties who use this service or Cowren (including any conduct that causes damage directly or indirectly)
 - 5.1b Any fraudulent or criminal conduct as well as any conduct that otherwise goes against public order and morality
 - 5.1c Sending information via a computer virus or other malicious computer program, or any conduct with the intent of damaging, interfering, or otherwise unnecessarily placing an excessive burden on Cowren's management system, servers, network, or other functionality
 - 5.1d Any conduct that attempts to exploit the system that Cowren manages including the server, network, any errors, bugs, security holes, or defects
 - 5.1e Any conduct that with the aim of altering the information necessary for the use of this service
 - 5.1f Any conduct that risks interfering with the management of the service Cowren provides
 - 5.1g Any conduct that attempts spreads false information or defamation of Cowren through fraudulent means or force
 - 5.1h Any conduct whereby a Rise Member allows a third party other than the original registered user to use an account
 - 5.1j Any and all conduct that Cowren otherwise deems inappropriate
- 5.2 In the event that Cowren has deemed a Rise Member's conduct falls under, or is at risk of falling under any of the provisions outlined in the previous section, or a Rise Member infringes on any of the prohibitions outlined in this agreement; Cowren at its sole discretion and without any prior notice to the Rise Member may delete or suspend said member's account. Cowren shall not be liable for any damages ensued to the Rise Member as a result of taking the measures outlined in this section.

Article VI. (Disclaimer of Warranties & Liabilities)

- 6.1 It shall be the responsibility of Rise Members to investigate at their own expense whether the use of this service infringes upon any applicable ordinances, or industry organizational policies, for Cowren will in no way be held liable.
- 6.2 Rise Members shall be held responsible for their use of this service and the Rise system. Cowren shall not guarantee adequacy or compatibility between the Rise Member's computer equipment or environment nor their use of the Rise system or this service.
- 6.3 Cowren shall in no way be held liable for any damages incurred to Rise Members regarding this service including interruption, suspension, termination, unavailability, modifications, loss or deletion of information, cancellation of Rise Members, or data loss

resulting from the use of this service, damage or failure of equipment etc.

6.4 Cowren shall in no way be held responsible for any damages Rise Members may incur arising from future changes to regulations including guidelines, bylaws, ultimatums, orders, edicts, statutes, etc relating the Payment Services Act.

Article VII. (Dispute resolution & compensation for damages)

Rise Members in infringing upon this agreement cause harm to Cowren and/or third parties using this service shall be held liable for damages.

Article VIII. (Confidentiality)

8.1 In this agreement, “confidential information” refers to all information related to this service regarding Cowren’s technology, management, services, assets, and organization that Rise Members may have obtained, released, or found out from Cowren via storage media, verbally, or in writing, with the exception of the following:

8.1a Anything that was already general public knowledge or already known when it was released or made known by Cowren

8.1b Anything after being revealed or obtained from Cowren that has become public knowledge via publication etc. on grounds not imputable to oneself

8.1c Any information legitimately obtained from a third party that has the right to provide or release said information sans obligation to maintain confidentiality

8.1d Anything obtained with explicit written permission from Cowren stating words to the effect that confidentiality is not required

8.2 In addition to being obliged to use any confidential information solely for the purpose of this service, Rise Members may not offer, release or leak confidential information to third parties without Cowren’s permission.

8.3 Regardless of the stipulations in Section 8.2, Rise members may release confidential information if ordered or requested to do so by law, courts, or government institutions. Furthermore, Rise Members must immediately notify Cowren of said order and/or request.

8.4 If sought by Cowren, Rise Members must hastily comply with instructions to return and/or dispose of all confidential information, including writings, storage media, or copies thereof.

Article IX. (Terms of Validity)

This agreement between Cowren and the registered user will remain valid for the duration this service is provided; namely from the day registration is complete for the Rise Member as stipulated in Article III, until the day said user’s registration is cancelled.

Article X. (Contact & Correspondence)

All inquiries related to this service whether contact or notifications from the Rise member to Cowren, or vice versa, shall be carried out using the methods outlined by Cowren.

Article XI. (Revisions & Modifications to this agreement)

11.1 Cowren may revise or modify this agreement by first notifying users within a reasonable period of time on its official website.

11.2 Any proposed revisions and/or modifications outlined in the previous section shall be applied to Rise Members following the lapse of said reasonable period of time. Furthermore, the post-revision agreement will also be applied to Rise Members who have obtained their Rise Tokens prior to said revisions and modifications.

Article XII. (Changes to the Rise System)

Cowren reserves the right to modify, suspend or terminate the Rise System in whole or in part without any prior notice to Rise Members.

Article XIII. (Dialogue & Dispute resolution)

If any questions arise among Cowren or the Rise Member in regard to the interpretation of this agreement or any matters not stipulated therein, both parties shall approach dialogue in good faith and amicably work toward a mutual resolution.