

**TABOOW**  
ICOSYSTEM GUARDIAN



## **Terms And Conditions**

For the sale of Tactical Whistleblower tokens (TABU)



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Please, read these Terms and Conditions (T&C) carefully. By making a contribution to **TACTICAL WHISTLEBLOWER** for the purchase of Tokens (**TABU**) during the token sale, you will be bound by these T&Cs and all terms incorporated herein by reference. By accepting these T&Cs, you will be entering into a binding agreement with **TACTICAL WHISTLEBLOWER**. These T&Cs contain provisions which affect your legal rights. If you do not agree to these T&Cs, do not make a contribution for the purchase of **TABU**.

**Any risks associated to the purchase of tokens from tactical whistleblower are listed in annex a, in the white paper and in other documents referred to. You must be aware that the purchase of tabu is non-refundable under any circumstances and that you may lose everything you have paid for your tabu as explained in the annex a, risk statement.**

Purchases of **TABU** tokens is limited to individuals who are over 18 or by legal entities or companies with significant experience and understanding of the use and intricacies of cryptographic tokens, including Ethereum tokens and Blockchain based software systems. Purchasers should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. Although the Association will be available to assist **TABU** token purchasers during the token sale, the Association, or **BLOCKROOT SÀRL** will not be responsible in any way for loss of Ether or **TABU** resulting from actions or omissions by the purchaser. If you do not have such experience or expertise, then you should not buy **TABU** or take part in the **TABU** sale. Your participation in the **TABU** sale is deemed to be your undertaking that you satisfy the requirements mentioned in this paragraph.

For further information regarding the Project **TACTICAL WHISTLEBLOWER** and the use of **TABU**, please, read our "Whitepaper" in: [www.taboow.org](http://www.taboow.org)

THIS DOCUMENT IS NOT A SOLICITATION FOR INVESTMENT AND DOES NOT PERTAIN IN ANY WAY TO AN OFFERING OF SECURITIES OR ANY OTHER FINANCIAL INSTRUMENT IN ANY JURISDICTION.

THIS DOCUMENT DESCRIBES THE **TABU** TOKEN SALE.

## **PARTIES TO THESE T&Cs**

**TACTICAL WHISTLEBLOWER** is a Spanish non-for-profit Association incorporated with provisional corporate tax I.D number (CIF). **TACTICAL WHISTLEBLOWER** has created its own tokens called **TABU** (herein referred to as the "**Association**") and any reference in these **T&Cs** to "**Tactical**", "**the Association**", "**us**", should be interpreted as meaning **TACTICAL WHISTLEBLOWER**.

Any references made in these **T&Cs** to "**Collaborator**", "**you**", should be interpreted as meaning the individual or legal entity accepting these **T&Cs** and who makes a contribution to the Association as detailed in this document.



## DEFINITIONS

- A. Account:** online account created by the user in TACTICAL WHISTLEBLOWER's Web site. ("Web-site");
- B. Blockchain:** a type of "distributed ledger technology", form by unalterable data, digitally registered in parcels called blocks;
- C. TABU:** Token of virtual currency created by TACTICAL WHISTLEBLOWER
- D. Cryptocurrency:** is a digital active designed to function as means of exchange using cryptography to assure transactions and to control the creation of additional currency units;
- E. Ethereum:** blockchain open platform where users can deposit their own Smart Contracts;
- F. Smart Contract:** it is Ethereum Smart Contract de Ethereum which determines the way tokens are issued and distributed;
- G. Ether:** it is the cryptocurrency used in Ethereum
- H. ICO:** is the initial coin offering launched by TACTICAL WHISTLEBLOWER to Users who want to contribute to promote the development of the TABOOW project by purchasing TABU;
- I. White paper:** the document on the website which contains the ICO conditions and describes TACTICAL WHISTLEBLOWER's project and the business model;
- J. Wallet:** where the cryptocurrencies are stored;
- K. TACTICAL WHISTLEBLOWER platform/Website:** where TABU tokens are going to be offered to users and which is located at: [www.taboow.org](http://www.taboow.org)
- L. Colaborator/purchaser:** an individual or a company who acquires TABU to contribute to the project;
- M. Association:** TACTICAL WHISTLEBLOWER
- N. Project:** as described in the Whitepaper, which can be found in the Website: <https://www.taboow.org/docs>.
- O. Services:** any services offered by TACTICAL WHISTLEBLOWER through their Website or API;
- P. Accepted Currency:** means ETH
- Q. "ECA":** Collaboration Agreement containing a future right to a specific number of TABU tokens.
- R. "ERC20":** means Ethereum Request for Comment No. 20, standard Smart contract establishing initial directives for the tokens in the blockchain which may be offered through the Ethereum network in a Standard format so that they may be commercialized with other blockchain tokens in Ethereum.
- S. "TGE":** means the issuing of TABU tokens as described in the White Paper and to which these Terms and Conditions apply.
- T. "BLOCKROOT SÀRL":** A company duly incorporated under the laws of Switzerland and with financial intermediary licence.



## THE PARTIES AGREE TO SIGN THE FOLLOWING PROVISIONS:

### 1. SCOPE OF TERMS AND CONDITIONS

- 1.1** Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern only your contribution to the Association for the purchase of **TABU** during the Contribution Period (as such term is defined in clause 3.1 below).
- 1.2** Any potential future use of **TABU** in connection with the provision or receipt of services by the **TACTICAL WHISTLEBLOWER** platform, shall be subject to and governed by such other applicable Terms and Conditions and policies relating to the use of **TACTICAL WHISTLEBLOWER** platform ("Platform Terms and Conditions"). Such platform Terms shall be made available to the Association **TACTICAL WHISTLEBLOWER**'s users once the **TACTICAL WHISTLEBLOWER** platform has been successfully developed and deployed.
- 1.3** RESTRICTED JURISDICTIONS: you must not acquire **TABU** tokens if you are a citizen or resident (tax or otherwise) in any of the following countries: United States of America (including green card holders); mainland China (excluding citizens or residents of Hong Kong); Republic of South Africa; Cayman Islands; Bangladesh, Democratic Republic of Korea; Iran; Afghanistan; Syria; Yemen; Ethiopia; Iraq; Ecuador; Bosnia Herzegovina, Russia, Argelia, Bolivia, Vietnam, Indonesia, Kyrgyzstan, Lebanon, Morocco, Namibia, Nepal, Pakistan and any other countries where ICOs are banned.
- 1.4** The Association shall not be liable in any case for the actions taken by users in contempt of this provision and of any applicable laws in force in the respective states and jurisdictions and we expressly reserve the right to terminate our operations with users who do not observe this provisions requirements and to exercise any action available to the Association under applicable law, including but not limited to claim compensation for any damages which may have been caused to **TACTICAL WHISTLEBLOWER**.

### 2. TGE

**TABU** tokens may be acquired by **TACTICAL WHISTLEBLOWER** collaborators' from **BLOCKROOT SÀRL**, a company incorporated under the law of Switzerland, depository of the same, during the TGE subject to these Terms and Conditions, by transferring Accepted Currency to a Wallet determined by **TACTICAL WHISTLEBLOWER**. When the TGE starts, any collaborators may be able to transfer Accepted Currency and they shall receive **TABU** tokens in exchange. **TABU** Tokens will be issued during the TGE process until it ends.

Any collaborators who comply with the requirements may take part in the TGE through an ECA.

The Wallet must be ERC20 compatible.

The TGE process is being described in Annex B.



### **3. REFUSALS, SUSPENSION AND TERMINATION OF CONTRIBUTIONS**

- 3.1** The Association and **BLOCKROOT SÀRL** reserve the right to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that the Association and/or **BLOCKROOT SÀRL** refuses or rejects a contribution, it shall exercise reasonable endeavours to procure that the contribution is returned to the Collaborator in the Ethereum wallet from which the contribution was made (as the case may be), however, we do not warrant, represent or offer any assurances that we will be able to successfully recover and/or return any such contributions and in any event you accept that any return of your contribution will be net of any mining fees applied at the time the contribution was made and thereafter until returned (should it be returned).
- 3.2** In the event that a contribution is rejected or refused due to the detection of suspicious or irregular activities which could be an indication of money laundering **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL** reserve the right to terminate this Agreement with immediate effect, refuse access to the ICO, stop delivery of **TABU** tokens and to demand the return of any **TABU** token already delivered. In this event any contribution made will not be refunded.
- 3.3** All contributions received by the Association and/or **BLOCKROOT SÀRL** under these Terms and Conditions are final and the Contributor shall not be entitled to claim any refund or reimbursement of contributions from the Association or **BLOCKROOT SÀRL** and shall have not rights or interest in any amounts so contributed.
- 3.4** At any time prior to satisfaction of the Completion Conditions, the Association or **BLOCKROOT SÀRL** may either temporarily suspend or permanently abort the token sale for security reasons. Such suspension or abort of the Token Sale shall be deemed to commence for the moment the Association publishes a notice to that effect on its website.
- 3.5** During any suspension period or in the event that the Contribution Period is aborted, the Smart Contract System will no longer be able to receive or accept contributions, create **TABU** and/or issue **TABU** to Collaborators. Any collaborators who send contributions to the Association through **BLOCKROOT SÀRL** (after notice that the Token Sale has been suspended or aborted being published in accordance with clause 3.4) risk losing their entire contribution and the Association or **BLOCKROOT SÀRL** shall not be responsible or liable for recovering or returning any such contributions to the contributor nor shall we be responsible or liable for any losses incurred by the contributor in this respect. Contributors are therefore strongly advised to check our Website before sending a contribution to the Smart Contract System.



## **4. TOKEN FUNCTIONALITY**

- 4.1** Ownership of **TABU** carries no rights, whether expressed or implied, other than a limited potential future right or expectation to use and interact with **TACTICAL WHISTLEBLOWER** platform, to the extent that the **TACTICAL WHISTLEBLOWER** platform has been successfully developed and deployed.
- 4.2** You acknowledge that the **TABU** is a “utility token”.
- 4.3** You acknowledge and accept that **TABU** does not represent nor constitutes:
- a)** any ownership right or interest, share, equity, security or commodity instrument or any other financial instrument or investment carrying equivalent rights;
  - b)** any right to receive future revenues, shares or any other form of participation or governance right from or in relation to the Association and/or **TACTICAL WHISTLEBLOWER** platform.
  - c)** any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money.
- 4.4** Protections offered by applicable law in relation to the acquisition, storage, sale, and/or transfer of the instruments and/or investments of the types referred to in subclause 4.3 shall not apply to any contribution made under these T&Cs for the acquisition of **TABU** or to your storage, sale and/or transfer of **TABU**.
- 4.5** Once the ICO has concluded, Collaborators may use their tokens, transfer them at their choice or Exchange them in the **TACTICAL WHISTLEBLOWER** Exchange platform or in any other platform which allows exchanges with this type of tokens, as long as the tokens have been previously registered in the Associations Website and have validated their personal details. Should they not meet the aforementioned requirements, their tokens will be blocked. Only those who acquired their **TABU** tokens on the last day of the ICO (21st December 2018), Will have until 10 January 2019 at 23:59 horas UTC (Europe/Madrid) to register on the Website and validate their personal details. Should they not do it in the allocated period of time, their tokens will also be blocked.

## **5. SECURITY**

- 5.1** You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to the Association or **BLOCKROOT SÀRL** and to receive and store **TABU** issued to you by the Smart Contract System, including any requisite Private Key” (s) or other credentials necessary to access such storage mechanism(s). If your “Private Key” (s) or other access credentials are lost, you may lose access to your **TABU**. The Association or **BLOCKROOT SÀRL** shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of **TABU** nor shall **TACTICAL** or **BLOCKROOT SÀRL** be under any obligation to recover or return any **TABU** and we hereby exclude (to the fullest extent permitted by law) any and all liability for any security breaches or other acts or missions which result in your loss of (including your loss of access to) **TABU** issued to you during the Token Sale.



- 5.2** In the event that **TABU** tokens issued to you were lost due to accident or fraud of which you may have been a victim, and as long as they have been registered to accounts held on the BCA platform once it has been implemented and deployed, shall be reissued by **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL**.

## **6. ANTI-MONEY LAUNDERING, ECONOMIC SANCTIONS, ANTI-BRIBERY AND ANTI-BOYCOTT**

You, as a Collaborator, warrants **TACTICAL WHISTLEBLOWER** that:

- 6.1** (i) the Collaborator does not appear in any list of international financial sanctions imposed by the European Union, the United Nations, or other international organisations nor by the Government of the Kingdom of Spain as published in the Website of the Financial Intelligence Unit (herein the Sanction List) (ii) are not otherwise a party with which **TACTICAL WHISTLEBLOWER** is prohibited to deal with under Spanish law, or by any other law which may apply (iii) you are not a person identified as a terrorist organization on any other relevant lists maintained by any governmental authority, or (iv) unless otherwise disclosed in the KYC process are not a PEP or any family member or a close associate of a PEP<sup>1</sup>.
- 6.2** **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL** reserve the right to conduct "KYC" (Know Your Customer) and any other Kind of customer due diligence on you at any time (including after the close of the ICO). Should **TACTICAL WHISTLEBLOWER** discover your purchase of **TABU** in violation of these Terms and Conditions or of any anti-money laundering, counter-terrorism financing or other regulatory requirements, your purchase of **TABU** under the ICO shall be invalid with retroactive effect and **TACTICAL WHISTLEBLOWER** shall be entitled to immediately terminate this Agreement with you, deny you access to the ICO, reject delivery of any **TABU** and request return of any **TABU** delivered, irrespective of any payment you could have made.

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<sup>1</sup> PEP or Politically Exposed Person is an individual who is or has been entrusted with prominent public functions, for example (a) Heads of State, Heads of Government, Ministers and Deputy or Assistant Ministers; (b) Members of Parliament or of similar legislative bodies; (c) Members of the Governing bodies of political parties; (d) Members of Supreme Courts, of Constitutional Courts or of other high level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances; (e) Members of Courts or Auditors or of the Boards of Central banks; (f) Ambassadors, Commercial attaches, charges d'affaires and high ranking officers in the armed forces; (g) Members of the Administrative, management or supervisory bodies of State owned enterprises; (h) directors, deputy directors and members of the board or equivalent function of an international organisations. Family members include the following: (a) the spouse, or a person considered to be equivalent to a spouse of a PEP; (b) the children and their spouses, or persons considered to be equivalent to a spouse of a PEP; (c) the parents of a PEP. Close Associates mean: (a) natural persons who are known to have joint beneficial ownership of legal entities or legal arrangements or any other close business relations with PEP; (b) natural persons who have sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a PEP.





- 6.3** In this regard, and without prejudice to the provisions of the following paragraphs **TACTICAL WHISTLEBLOWER** will establish a Code of Conduct describing the procedures followed by the Association to verify and analyse the identities of its collaborators and their acquisitions of **TABU** tokens, both internally and externally in order to prevent the use of the services provided by **TACTICAL WHISTLEBLOWER** for criminal, fraudulent or terrorist finance purposes.
- 6.4** The identity verification process requires the user to provide **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL** with documents, data or information from independent and reliable sources (for example, certified national identification, certified international passport, bank statement certificates, utility bill certificates, etc.) Without prejudice to the requirement that these documents, information and data must be ratified and certified by the appropriate public or banking authorities, they will also be collected and analysed by the Compliance Officer designated for that purpose by **TACTICAL WHISTLEBLOWER**, to verify the identity and purpose of the users. To this end, **TACTICAL WHISTLEBLOWER**, reserves in addition, the right to collect information and identification data of Users for the purpose of PLD / CFT Policy through any means available, including, but not limited to resorting to third parties, social networks, public records, etc.
- 6.5** **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL** will take all necessary measures to confirm the authenticity and veracity of the documents and the information provided by its users. **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL** reserves the right to investigate, personally or through the Compliance Officer hired for that purpose, specific Users who may have been determined to be potentially dangerous or suspicious.
- 6.6** **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL** also reserves the right to verify the User's identity continuously, especially when their identification information has been modified or their activity appears to be suspicious (unusual for the User in particular). In addition, **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL** reserve the right to request, at any time and in its sole discretion, updated documents to its users, even if previously they had already gone through the identity verification process provided for that purpose, and, should the requested information not be forwarded **TACTICAL WHISTLEBLOWER** and/or **BLOCKROOT SÀRL** may suspend or terminate their access to the use of its Services and its Website or API and block their **TABU** tokens.
- 6.7** The user identification information will be collected, stored, shared and strictly guarded in accordance with **TACTICAL WHISTLEBLOWER**'s Privacy Policy ([www.taboow.org/legal/data-privacy-policy.pdf](http://www.taboow.org/legal/data-privacy-policy.pdf)) as well as any applicable law.
- 6.8** Once the identity of a user has been verified, **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL** will be exonerated from all responsibility arising from situations in which its services are being used to carry out illegal activities.

- 6.9** The use of **TABU** is subject to international export controls and economic sanction requirements. By acquiring **TABU**, you represent and warrant that your acquisition and use of **TABU** observes any of those requirements. Without limiting the foregoing, you may not acquire **TABU** if you are on any sanctions list or you intend to use **TABU** in association with any persons or entities that are listed on any sanctions list. Should **TACTICAL WHISTLEBLOWER** or **BLOCKROOT SÀRL** discover that you are in one of these situations, it will deny your Access to the ICO, reject delivery of any **TABU** and request return of any **TABU** delivered, irrespective of any payment that you could have made and reporting the fact to the authorities as well as taking any appropriate legal actions.
- 6.10** **TACTICAL WHISTLEBLOWER** and **BLOCKROOT SÀRL** reserves the right to deliver all documents and information in its possession in compliance with the Terms of this clause 10, when so requested by applicable law or when required to do so by governmental or official bodies.

## **7. INDEMNITY**

- 7.1** Collaborator Indemnity. To the fullest extent permitted by applicable law, the Collaborator will indemnify, defend and hold harmless the Association, **BLOCKROOT SÀRL** and the Association's and **BLOCKROOT SÀRL**'s employees, officers, directors, contractors, consultants, shareholders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Association Indemnified Parties**") from and against all actual or threatened claims, lawsuits, damages, awards, judgments, losses, investigations (whether formal or informal), liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, reasonable attorney's fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by the Indemnified parties or third parties including governmental authorities, and whether known or unknown, foreseen or unforeseen, matured or unmatured or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise ("**The Claims**") arising from or relating to i) the Collaborator's acquisition or use of tokens; ii) the performance or non-performance of the Collaborator's responsibilities or obligations under these T&Cs; iii) The Collaborator's breach of these T&Cs; iv) any inaccuracy in any representation or warranty of the Collaborator; v) the Collaborator's violation of any rights (including, not limited to, intellectual property rights) of any other person or entity or (vi) any act or omission of the Collaborator that is negligent, unlawful or constitutes wilful misconduct. This foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Association Indemnified Parties under applicable law.
- 7.2** Limitation of Liability. To the fullest extent permitted by applicable law, the Collaborator disclaims any right of actions against any Association's Indemnified Party including **BLOCKROOT SÀRL**, that would give rise to any liability whatsoever on the part of any Association's Indemnified Party as a result of i) the inability of the Collaborator to use the Tokens or the Platform, including as a result of any termination or suspension of the Platform, power outages, mainte-



nance, defects, system failures or other interruptions, ii) the cost of procurement of substitute goods or services; iii) any investments, expenditures or commitments made by the Collaborator in connection with this Agreement or the use by the Collaborator of the Platform or iv) any unauthorised access to, or alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any Tokens. Under no circumstances shall an Association's Indemnified Party, including **BLOCKROOT SÀRL**, be liable to the Collaborator (whether in contract, tort, breach of statutory duty, restitution or otherwise) for any of the following types of losses:

- a) any loss of profits, loss of business, loss of revenue or income, loss of contract, loss or depletion of goodwill or business opportunity, loss of anticipated savings or like loss; and
- b) incidental, indirect, consequential, special or punitive losses and damages, in each case regardless of the cause of action, whether the Association's Indemnified Party including **BLOCKROOT SÀRL**, was advised of the possibility of such losses arising or whether such losses were foreseeable.

**7.3** Damages: Notwithstanding anything in clause 7.2 to the contrary, i) the limitations and exclusions of liability set forth in clause 7.2 shall not limit or exclude liability for gross negligence, fraud or intentional or wilful misconduct of any Association Indemnified Party including **BLOCKROOT SÀRL** and ii) in any case, the maximum joint liability of the Association Indemnified Parties, including **BLOCKROOT SÀRL**, in the aggregate to the Collaborator under or in connection to these T&Cs shall not exceed the Contribution Amount.

## **8. INTELLECTUAL PROPERTY**

- 8.1** The URLs representing the Website "**TACTICAL WHISTLEBLOWER**" and all related logos of our services described in our Website and our tokens **TABU** are either copyright of **TACTICAL WHISTLEBLOWER** and are trademarks of **TACTICAL WHISTLEBLOWER**. In addition, all page headers, custom graphics, design, button icons, scripts, source code, contents are **TACTICAL WHISTLEBLOWER** copyright. You may not copy, imitate, modify, alter, amend or use them without **TACTICAL WHISTLEBLOWER** prior consent. All content in the Website, Whitepaper and any other content with it related, is the exclusive property of **TACTICAL WHISTLEBLOWER**. You may not download, reproduce, or disseminate any information, other than for non-commercial personal use.
- 8.2** All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website shall vest in and remain with **TACTICAL WHISTLEBLOWER**. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach this Agreement.



- 8.3** You are not permitted to copy, transfer, distribute, reverse compile, disseminate, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website without the prior written consent of **TACTICAL WHISTLEBLOWER**.

## **9. DISCLAIMERS**

- 9.1** To the fullest extent permitted by applicable law and except as otherwise specified in writing by **TACTICAL WHISTLEBLOWER**:

- a)** **TABU** tokens are sold on an “as is” and “as available” basis, without any warranties or representations of any Kind, and the Association expressly disclaims all warranties and representations relating to **TABU** (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- b)** The Association does not warranty that **TABU** is reliable, current or defect-free, meet your requirements or that any defects will be corrected; and
- c)** The Association does not warranty that **TABU** or the delivery mechanism for **TABU** are free of viruses or other harmful components.

- 9.2** Nor regulatory Authority has examined or approved of any of the information set out in these T&Cs and/or Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or the Project Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

- 9.3** Force Majeure: Neither **TACTICAL WHISTLEBLOWER** nor **BLOCKROOT SÀRL** or its members, directors, employees, officers, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, assignees and **TACTICAL WHISTLEBLOWER** Team are not liable for failure to perform caused by Force Majeure such as, but not limited to:

- Unavoidable casualty
- Delays in delivery of materials
- Embargoes
- Government orders
- Actions by civil or military authorities
- Actions by common carriers
- Emergency conditions (including weather conditions)
- Security issues arising from the technology used.

or due to any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the injured party by the other’s inability to perform may elect to suspend the Terms in whole or in part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.



## **10. TAXATION**

The Collaborator bears sole responsibility to determine if the purchase of **TABU** with BTC, LTC, ETH or if the potential appreciation or depreciation in the value of **TABU** over time has tax implications for the Collaborator in the Collaborator's jurisdiction. By acquiring **TABU**, and to the extent permitted by law, the Collaborator agrees not to hold the Association, or any of its affiliates, shareholders, directors, **TACTICAL WHISTLEBLOWER** Team or advisors, collaborators liable for any tax liability associated with or arising from the acquisition of **TABU**.

## **11. ARBITRATION, APPLICABLE LAW AND JURISDICTION**

**11.1** You and **TACTICAL WHISTLEBLOWER** agree, by common consent and without reservation, to always subject to individual and binding arbitration any dispute or claim that may arise in relation to this contract or the use of the services provided by **TACTICAL WHISTLEBLOWER**.

You and **TACTICAL WHISTLEBLOWER** agree that the procedure to be followed in case of any of the disputes mentioned in the previous paragraph will be as follows:

1. The Terms of the dispute will be notified to the other party in writing within 14 natural days following its occurrence. **TACTICAL WHISTLEBLOWER** will send a notice directly to the electronic mail that you have given to **TACTICAL WHISTLEBLOWER** during your registration process or later updating your data. You must send all notices by email to: [info@lawcomcodex.com](mailto:info@lawcomcodex.com)
2. Before going to Arbitration, both parties will try to reach a friendly solution of the matter subject of the dispute. To that end, after receiving notice with details of the dispute, the party being notified shall reply in writing to the other party through the means described in 11.1 and within 10 natural days following receipt of notice of the former, indicated its position on the matter and making a proposal for resolution of the dispute. If the other party agrees, the conflict shall be resolved in the agreed Terms.
3. Should the party in dispute not agree with the arguments that support the alleged position of the contrary, it may initiate within 5 natural days from the date of notice, through the means mentioned in 11.1, call for a telematic or face to face meeting with the aim of a friendly resolution. This meeting, which should be held within 15 days if telematic or within 30 days if face-to-face, from the date the notice was received, may be attended on your own or duly represented, in which case you must inform **TACTICAL WHISTLEBLOWER** by including in the notice details of the person who is going to represent you. This person must file a power of attorney drafted to that end. If at the meeting no agreement may be reached, the parties shall be entitled to resort to arbitration following the procedure detailed by the Corte Española de Arbitraje. (<https://www.camara.es/arbitraje-y-mediacion/corte-espanola-de-arbitraje>)
4. The arbitration shall take place before the Corte Española de Arbitraje before a single arbitrator appointed by mutual agreement between the parties or failing that, by the Corte de Arbitraje, unless due to the complexity of the matter (when both parties or the Corte Española



de Arbitraje deem appropriate) or the amount involved (over 1.000.000,00 euros) require that is resolved before the Arbitral Tribunal, which, in that case, shall be composed of three arbitrators, who shall also be appointed by mutual agreement of the parties or, failing that, by the Corte de Arbitraje. The arbitration shall be totally confidential and will take place in Spanish or English. The decision shall be binding on both parties and its enforcement may be ordered by any Court.

5. Any dispute between the parties shall be governed by this contract and Spanish Law. You and **TACTICAL WHISTLEBLOWER** undertake not to initiate any class action against one another, arbitration of class action or action or representative procedure.
6. Arbitration costs shall be payable exclusively by the party whose claim has not been upheld by the Arbitration ruling.
7. Should the arbitration be unsuccessful; the parties reserve the right to institute proceedings before the ordinary courts of justice.

#### 11.2 Governing Law and Jurisdiction:

You and **TACTICAL WHISTLEBLOWER** agree that the interpretation, fulfilment and execution of this agreement are subject to Spanish law.

Additionally, and for these purposes you expressly accept and acknowledge that all orders for acquisition of **TABU** in ETH during the ICO shall be considered to be made in the Kingdom of Spain.

The Association reserves the right to change the jurisdiction of **TACTICAL WHISTLEBLOWER** and this agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of this agreement, **TACTICAL WHISTLEBLOWER**'s products and services and other activities related to the ICO or to **TACTICAL WHISTLEBLOWER**'s activities.

Any Collaborator that breaks any law in their jurisdiction of residence or nationality by using **TABU** or any other service provided by **TACTICAL WHISTLEBLOWER** shall be liable for any damages in which **TACTICAL WHISTLEBLOWER** may incur as a result of the Collaborator's behaviour and agrees to forfeit any assets within their **TABOOW** account at the sole discretion of **TACTICAL WHISTLEBLOWER** or **TABOOW** team. The Collaborator will have to indemnify **TACTICAL WHISTLEBLOWER** for all damages caused.

## 12. MISCELLANEOUS

### A) COOKIES POLICY:

We use our own and third-party cookies to improve your experience and our services, analysing the navigation on our website. For further information about our cookies policy and its configuration, see our cookies policy: [www.taboow.org/legal/data-privacy-policy.pdf](http://www.taboow.org/legal/data-privacy-policy.pdf).

**B) UPDATES TO THE TERMS:**

The Association reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing **TABU**.

The Association may at any time change or remove (temporarily or permanently) the Website, Services and their information from the Website without indicating the reasons of such change or removal and you confirm that the company shall not be liable to you for any such change or removal.

**TABU** is an unregulated virtual currency. If there are any regulations imposed regarding **TABU** and virtual currencies, the terms and conditions of this Agreement and/or other conditions regarding usage of **TABU** may be changed significantly by the Association to meet such regulatory requirements.

**D) COMPLETE AGREEMENT-SEVERABILITY:**

These Terms set forth the entire understanding between the Collaborator and the Association with respect to the purchase and sale of **TABU**. For facts relating to the sale and purchase, the Collaborator agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of **TABU** and supersede any public statements about the **TABU** token sale made by third parties or by the Association or **TABOOW** or individuals associated with the Association or any of the **TABOOW** Team, past and present and during the **TABU** token sale.

The Collaborator and the Association agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

**E) LANGUAGE:**

Currently, any communication with **TACTICAL WHISTLEBLOWER** must be made in Spanish or English.

The Spanish version of these Terms and Conditions shall prevail over any version in any other language.

**F) NOTICES:**

All notices sent to **TACTICAL WHISTLEBLOWER** must be sent by email to: [info@taboow.org](mailto:info@taboow.org)

Any notices sent to you shall be sent to the email address you provided.

Your notice must include: i) your name, postal address, email address and a telephone number, ii) a detailed description about the nature of the possible dispute and iii) any redress you are seeking.



## **ANNEXO A: RISKS**

None of TACTICAL WHISTLEBLOWER or TABOOW team or any person named in this Agreement, the Website, the Whitepaper or elsewhere with their consent, or any person involved in the preparation of this Agreement, the Website or the Whitepaper, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law. You should peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated in this Agreement, the Whitepaper, the Website or elsewhere before deciding to participate in the ICO. Participating in the ICO will be deemed as you having accepted all the risks outlined in this Agreement. By purchasing, owning, and using TABU, you expressly acknowledge and assume the following risks, waiving any action or right that might have against TACTICAL WHISTLEBLOWER, its respective past, present and future employees, shareholders, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, assigns, in general against "TABOOW Team".

**a) Risk of losing the amount of contribution due to the extreme volatility of tokens and cryptocurrencies:**

TABU price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in TABU value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The company cannot and does not guarantee any market liquidity for TABU. Additionally, due to different regulatory requirements in different jurisdictions, the liquidity of TABU may be markedly different in different jurisdictions.

While some of cryptographic tokens or cryptocurrencies may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive TACTICAL WHISTLEBLOWER of sufficient resources to continue to operate.

You acknowledge and agree that in no event shall TACTICAL WHISTLEBLOWER or its past, present or future shareholders, directors, employees, contractors, partner companies, affiliate or subsidiaries companies, or any of TABOOW team, be liable or responsible for any loss in any way arising out of your participation in the ICO, receiving and holding TABU, or use of the Website and TACTICAL WHISTLEBLOWER is hereby released by you from liability for any and all such loss.

**b) Risk of Losing Access to LCX Due to Loss of Private Key(s), Custodial Error or Purchaser Error:**

A private key, or a combination of private keys, is necessary to control and dispose of TABU stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing TABU will result in loss of such TABU. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your TABU. Any errors or





malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store **TABU** in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your **TABU**. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving **TABU**, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

**c) Risks associated with Ethereum Protocol and the Software:**

Because **TABU** is based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or **TABU**.

Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the **TABU** and the platform, including the utility of the **TABU** for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

Ethereum is an open source project and supported by the community. **TACTICAL WHISTLEBLOWER, BLOCKROOT SÀRL** or **TABOOW** team do not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of **TABU** and in the worst-case scenario, could ruin the sustainability of **TABU**.

While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.

The Ethereum source code and the software used by **TACTICAL WHISTLEBLOWER** could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects **TABU**'s operation or market value.

**TACTICAL WHISTLEBLOWER, BLOCKROOT SÀRL** or **TABOOW** team cannot guarantee the software used by **TABOOW** platform to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of **TABU** and consequently bring adverse impact on the value of **TABU**.

The blockchain rests on open-source software. Regardless of **TACTICAL WHISTLEBLOWER**'s effort to keep the blockchain secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of **TACTICAL**. This could consequently result in the loss of **TABU** held by you.



**d) Risk of Mining Attacks:**

As with other decentralized cryptographic tokens based on the Ethereum protocol, **TABU** tokens are susceptible to attacks by miners in the course of validating **TABU** transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and **TABU**, including, but not limited to, accurate execution and recording of transactions involving **TABU**.

**e) Risks of Hacking and Security Weaknesses:**

Hackers or other malicious groups or organizations may attempt to interfere with the platform or **TABU** in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Association team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and **TABU**, including the utility of **TABU** for obtaining services.

**f) Risks Associated with Markets for TABU :**

If secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to **TABU** (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

**TABU** is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization. The circulation and trading of **TABU** on the market depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any **TABU** from any user or **TABU** holder. Nor does anyone guarantee the liquidity or market price of **TABU** to any extent. **TACTICAL WHISTLEBLOWER** or **TABOOW** team has no control over market price or liquidity of **TABU** once **TABU** start to trade in the open market.

**g) Risk of Uninsured Losses and ETH Finance:**

You accept and understand that any unfavourable fluctuations to the ETH value or Ethereum during or after this TGE, may result in **TACTICAL WHISTLEBLOWER** being unable to continue financing or working on the Project, or that it may be unable to do it in the way it had intended.

Unlike bank accounts or accounts at some other financial institutions, **TABU** tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Association, to offer recourse to you.

**TACTICAL WHISTLEBLOWER** reserves the right to take any financial positions it deems appropriate to mitigate any unfavourable fluctuation of the ETH value.

**h) Risks Associated with Uncertain Regulations and Enforcement Actions:**

The regulatory status of distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the **TABOOW** platform.

It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and **TABU**. Regulatory actions could negatively impact the platform and **TABU** in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of **TABU** constitutes unlawful activity or that **TABU** are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof.

The Association may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

For this reason, the company reserves the right to change the jurisdiction of **TACTICAL WHISTLEBLOWER** and this Agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of this Agreement, **TACTICAL WHISTLEBLOWER**'s products and services and other activities related to the ICO and **TACTICAL WHISTLEBLOWER**'s business.

**i) Risks Arising from Taxation:**

The tax characterization of **TABU** is uncertain. You must seek your own tax advice in connection with purchasing **TABU**, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

**j) Risk Associated with Competing Platforms:**

You understand and accept that it is possible that third parties may utilise and develop the same or similar code and protocol underlying the Project and attempt to replicate, duplicate or mimic the project. You understand and accept that, such an action could negatively impact the Project and **TABU** tokens, including but not limited to the value and utility of **TABU** tokens.

**k) Risks of Abandonment, Lack of Success and Risk of Dissolution of TACTICAL WHISTLEBLOWER:**

You understand and accept that the creation and issue of **TABU** tokens and the development of the Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). You therefore, understand and accept that there is no assurance or warranty that even if the Project is partially or fully developed and launched, you will be able to use the **TABU** tokens that you hold.

In addition, you understand and accept that following abandonment of the Project it may no longer be viable for **TABOOW** to operate and that it therefore may dissolve voluntarily.



**l) Risks Associated with Cryptography:**

Cryptographic tokens such as **TABU** are a new and untested technology. In addition to the risks included in this clause of these Terms, there are other risks associated with your purchase, possession and use of **TABU**, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this clause of these Terms.

As it is being said, advances in cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all cryptocurrencies, including **TABU**. This could result in the theft, loss, disappearance, destruction or devaluation of **TABU**. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit **TACTICAL WHISTLEBLOWER** to accurately guide the development of **TABU** to take into account such unforeseeable changes in the domains of cryptography or security.

Except for historical information, there may be matters in this Agreement, the Website, the Whitepaper or elsewhere that are forward-looking statements. Such statements are only predictions and are subject to inherent risks and uncertainty. Forward-looking statements, which are based on assumptions and estimates and describe **TACTICAL WHISTLEBLOWER**'s future plans, strategies, and expectations are generally identifiable by the use of the words 'anticipate', 'will', 'believe', 'estimate', 'plan', 'expect', 'intend', 'seek', or similar expressions. You are cautioned not to place undue reliance on forward-looking statements. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties both general and specific that contribute to the possibility those predictions, forecasts, projections and other forward-looking statements will not occur. Those risks and uncertainties include actors and risks specific to the industry in which **TACTICAL WHISTLEBLOWER** operates as well as general economic conditions and prevailing exchange rates and interest rates. Actual performance or events may be materially different from those expressed or implied in those statements. All forward-looking statements attributable to **TACTICAL WHISTLEBLOWER** or persons acting on behalf of **TACTICAL WHISTLEBLOWER**, or **TABOOW** team are expressly qualified in their entirety by the cautionary statements in this section. Except as expressly required by the applicable law, **TACTICAL WHISTLEBLOWER** undertakes no obligation to publicly update or revise any forward-looking statements provided in this publication whether as a result of new information, future events or otherwise, or the risks affecting this information.

**m) Risk of limited operating history:**

**TACTICAL WHISTLEBLOWER** has a limited operating history in a new emerging industry, in its very early stage of development, that may not develop as expected.



## **ANNEXO B: TGE**

### **Tokens Distribution:**

Total number of **TABU** tokens:

Tokens issued in the Presale

+ Number of tokens issued during the ICO

+ 5.000.000 **TABU**

Token Price: 1 **TABU** = 0.01 ETH

The total number of **TABU** tokens abovementioned in this Annex B shall be the number of tokens issued in the Presale and ICO and they would be the sum of **TABU** tokens available for acquisition by the Collaborators plus those reserved for intermediaries, members of the **TABOOW** team and for service providers for **TACTICAL WHISTLEBLOWER**.

### **Bonus**

Up to 25% - Now and until the end of ICO & Presale for derivative contracts (O.T.C contracts: cf. Terms & Conditions)

20% - Pre-sale 14th July onwards.

15% - 14th August onwards.

10% - 14th September onwards.

5% - 14th October onwards.

0% - 14th November until ICO ends 21st December (23h22m GMT)

### **Derivatives:**

Lawcom Codex Consulting SL is the sole commercial entity authorised by **TACTICAL WHISTLEBLOWER** to offer, directly or indirectly any products based on **TABU** tokens. No other entity, public or private, may offer any products based on **TABU** tokens unless they have obtained prior expressed authorisation in writing from **TACTICAL WHISTLEBLOWER**.

Pursuant to the information contained in the Whitepaper, each exchange contract for products based on **TABU** tokens must be recorded in a Smart Contract entered in the Ethereum Blockchain. No exchange contract for products based on **TABU** tokens will have any validity unless it has been recorded as aforementioned.



[www.taboow.org](http://www.taboow.org)