

ATTENTION: PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS DO NOT PROCEED WITH REGISTRATION AT CITADELFARMERS(* Websites). INFORMATION ON OUR WEBSITE(S) ARE ALWAYS NOT-FINAL AND ANY PUBLISHED INFORMATION SHALL NOT BE HELD LIABLE FOR ANY LEGAL DISPUTES OR ISSUES. ANY INFORMATION PUBLISHED CAN BE CHANGED AT ANYTIME BY THE COMPANT TO ALL OF OUR SITES AND BUSINESS LEGAL IN ANY COUNTRY AND STATE SO WE AS A COMPANY CAN ABIDE TO LAWS AND REGULATIONS. SEND US YOUR LEGAL, BUSINESS, PERSONAL CONCERNS AND ISSUES, SO WE CAN RECTIFY THEM AT LEAST WITHIN 90 DAYS TO 1 YEAR AND ARBITRATE FIRST WITHOUT DUE PROCESS OF LAW.

TERMS AND CONDITIONS

1. Agreement

This is a contract between you and Citadel Farmers LLC, a private limited company Corporation in Nevada or any other legal entity that succeeds Citadel Farmers LLC or may be further incorporated ("Company") and that holds the rights to CitadelFarmers platform protocol ("Protocol"), website citadelfarmers.com or any associated websites or mobile applications ("Platform"). By signing up to use an account at the Platform ("CitadelFarmers Account"), you agree that you are eligible for use of the Platform and that you have read, understood, and accept these Terms and conditions, as well as our Privacy Policy.

2. Eligibility

You are allowed to use the Platform if you are eligible in accordance with the law of your residence. The Company has no obligation or capability to verify whether you are eligible to use the Platform and bears no responsibility for your use of the Platform. The Company reserves a right to block your CitadelFarmers Account on the Platform if we have any doubts with regard to your eligibility.

3. Services

3.1. You may use your CitadelFarmers Account under these Terms and conditions and receive the following services ("Platform Services"):

- a) Token generation tool that allows you to issue special digital items within the Platform ("Tokens");
- b) Electronic wallet ("CitadelFarmers Wallet") that allows you to store, track, transfer and manage your cryptocurrencies, the Tokens that you issue or the Tokens that you acquire;
- c) Decentralized cryptocurrency exchange ("DEX") that allows you to place and execute orders for buying or selling cryptocurrency or Tokens for another cryptocurrency or exchanging them to other Tokens.

3.2. The Company grants you a limited nonexclusive nontransferable revocable license to use the Platform via your CitadelFarmers Account free of charge. All Platform Services are the program functions of Platform enabled by the Protocol. Any fee that you might pay while using CitadelFarmers Account is not a consideration for services of the Company and are distributed between participants of the CitadelFarmers Blockchain vested with the right to approve transactions in CitadelFarmers Blockchain ("Miners") according to the Protocol.

- 3.3. The Company will use other Platform(s) and system(s) to accommodate, backup, protect, preserve, secure, improve, optimize its IT and business infrastructure, apps, website, etc, with or without notification to users and partners.

4. CitadelFarmers Account

- 4.1. To start using CitadelFarmers Account you shall register at the Platform by providing your email address and accepting these Terms and conditions, the Privacy Policy and receiving all legal notices including risk statements and disclaimers. A password to your CitadelFarmers Account will be automatically generated for you during the registration procedure. You shall ensure safety and confidentiality of your password and bear all risks related to the disclosure of your password to third parties. The Company or any affiliated person is not in possession of your password and at no event shall bear any liability in case of loss of the password or its disclosure to a third party.
- 4.2. The Company may refuse your registration at the Platform, limit the number of your CitadelFarmers accounts or restrict your use of the Platform Services at its discretion.
- 4.3. The Company may ask you to provide at any stage additional personal information.

5. CitadelFarmers Blockchain

- 5.1. Protocol governs relations within CitadelFarmers Blockchain system (“CitadelFarmers Blockchain”) – distributed decentralized electronic ledger that is maintained by Miners and that is available to you through the Platform. All entries in CitadelFarmers Blockchain are transactions in Waves, native digital units of CitadelFarmers Blockchain. CitadelFarmers are necessary for the performance of CitadelFarmers Blockchain, the Platform and correct provision of Platform Services. You shall acquire CitadelFarmers in order to use the Platform Services.
- 5.2. CitadelFarmers are cryptocurrency and have no centralized issuer. The Company is neither the issuer nor the major holder of the CitadelFarmers in circulation, and therefore has not control over the price CitadelFarmers are traded at DEX and at any other cryptocurrency exchange. The Company is not a Miner of CitadelFarmers Blockchain and does not execute any control over the Miners of CitadelFarmers Blockchain.
- 5.3. You may lease your CitadelFarmers by sending them to Miners and receive the payment from the Miners for any CitadelFarmers that the Miners earned by encrypting transactions according to the Protocol. The Company is not the party of your lease agreement with Miners and does not represent you or Miners in these relations.
- 5.4. CitadelFarmers is not a security, is not registered with any government entity as a security, and shall not in any case be considered as such. CitadelFarmers is not intended to be a commodity or any other kind of financial instrument, does not represent any share, equity, stake, or security in the Company or equivalent rights, including, but not limited to, any intellectual property rights, and does not represent any ownership right.

6. Token Generation Tool

- 6.1. You may issue your Tokens by entering your CitadelFarmers Account and transferring prescribed amount of CitadelFarmers to Miners and adjust the settings for your Tokens, such as their designation, abbreviation, number, divisibility, reissuance features and any other settings that may be required by the Platform at the time of issuance or later on. All issued Tokens will be available at your CitadelFarmers Account instantly and you may further send them to any user of the Platform and create sell orders at DEX.

- 6.2. The Company provides you with technical opportunity to issue Tokens, you are the only person who is liable for any losses, damages, claims related to the issuance of Tokens. The Company assumes no responsibility or liability related to your issuance of Tokens or your purchase of Tokens issued at the Platform. Nothing at the Platform shall be construed as endorsement, sponsorship, affiliation, approval, backing, underwriting of any Token or any Token issuer by the Company.
- 6.3. By issuing your Tokens you warrant and represent that you have received all approvals, authorizations, licenses or registrations required by the competent authority in jurisdiction of your residence or any other applicable jurisdictions.

7. CitadelFarmers Wallet

- 7.1. You may store cryptocurrencies and Tokens at CitadelFarmers Wallet, send them to and receive them from third parties according to the instructions you provide through CitadelFarmers Wallet. The Company provides no financial services including but not limited to accepting deposits or money transferring. The Company does not store your private key of your CitadelFarmers Account and has no access to the cryptocurrencies and Tokens stored in your CitadelFarmers Wallet. Some cryptocurrencies may not be supported by CitadelFarmers Wallet, please, check the supported cryptocurrencies before transferring them to your CitadelFarmers Wallet.

The Company assumes no responsibility and liability in connection to any attempt to use CitadelFarmers Wallet for the cryptocurrencies that are not supported by CitadelFarmers Wallet.

- 7.2. By using CitadelFarmers Wallet you acknowledge that the transactions with cryptocurrencies and Tokens are irreversible. The Company cannot be liable under any circumstances for any transaction made by you with your CitadelFarmers Wallet. The Company has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party (including other users of the Platform). Any dispute you have concerning a transaction with cryptocurrencies and Tokens you shall resolve with such third party directly without involving the Company. If you believe that a third party behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify our support team for assistance so that we may consider what action to take, if any.
- 7.3. The Company may use a third party payment processor to enable you to make payment any fiat (government issued) currency payment at Platform. The Company will never be a payee or any sort of intermediary between the parties of the deal and under no circumstances will hold your funds in fiat currencies or cryptocurrencies.

8. DEX

- 8.1. DEX enables you to place order and provides you with an in-built matching engine to meet the cross orders.
- 8.2. You may place buying or selling orders from your CitadelFarmers Account. To place an order you need to choose a cryptocurrency or a Token you are going to sell or purchase and the price in cryptocurrency or exchange rate for other Tokens and adjust additional settings such as lifetime of the order or any other setting that may be required by the Platform at the time of placing order. As soon as the cross order is found by the matching engine both orders are executed by changing balances of corresponding cryptocurrencies and/or Tokens at CitadelFarmers Accounts of the buyer and the seller.

- 8.3. The Company does not define, suggest and execute any control over price or exchange rates of cryptocurrencies and Tokens. The Company is not a counterparty to any deal concluded at DEX. Any dispute you have concerning a transaction with cryptocurrencies and Tokens you shall resolve with such third party directly without involving the Company.
- 8.4. The Company does not organize or participate in the trade of any Token and cryptocurrency.

9. Risk warning

By accepting these Terms and Conditions, you also acknowledge that you have been warned of the following risks:

- 9.1. **New Technology.** You understand that cryptocurrencies including Waves, blockchain technology, including CitadelFarmers Blockchain and other associated and related technologies are new and untested and outside of your or the Company's control and adverse changes in market forces or the technology, broadly construed, will excuse the nonperformance by the Company under this Agreement including temporary interruption or permanent termination of your access to the Platform Services.
- 9.2. **Loss of funds.** The risk of loss in trading or holding cryptocurrencies and Tokens can be substantial. Therefore, you should carefully consider whether trading or holding cryptocurrencies is suitable for you in light of your financial condition. Forks and changes in relevant network may result in significant and sudden changes to the value and/or usability of cryptocurrencies and Tokens. The Company is not responsible for such loss of value of cryptocurrencies and Tokens and bears no responsibility for any loss incurred by you while using the Platform or in any direct or indirect connection to the Platform.
- 9.3. **Unfavorable regulatory environment.** Cryptocurrencies, Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Platform could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions of use of cryptocurrencies.
- 9.4. **Risk of theft and hacking.** Hackers or other groups or organizations may attempt to interfere with your CitadelFarmers Account or the Platform performance in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.
- 9.5. **Risk of security weaknesses of the Platform.** There is a risk that the Platform may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of Tokens and cryptocurrencies.
- 9.6. **Risk of mining attacks.** As with other decentralized cryptocurrencies, CitadelFarmers blockchain is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present for the Platform performance and your access to the Platform Services. Mining attacks, as described above, may also target other blockchain networks, which the Platform interacts with, and consequently affect the Platform performance and your access to the Platform Services.
- 9.7. **Internet transmission risks.** You acknowledge that there are risks associated with using the Platform including, but not limited to, the failure of hardware, software, and internet connections. You acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform, howsoever caused.

10. Your warranties and representations

10.1. By entering these Terms and conditions you warrant and represent that:

- a) You are have full capacity to contract under applicable law;
- b) You will only be transacting on the Platform with legally-obtained funds that belong to you;
- c) You will not be furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of the Platform;
- d) You will not use the Platform for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;
- e) You will not use the Platform for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair the Company;
- f) You will be complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.

11. No Warranties; Exclusion of Liability; Indemnification

11.1. The Platform and its components such as the CitadelFarmers Account, Token Generation Tool, CitadelFarmers Wallet, DEX are provided "as is". The Platform and its components are under development, the Company cannot guarantee that all program functions will be available for any period in the future or that the functionality of the Platform will not change dramatically. The Company and its affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Platform, including any warranty that the Platform will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, the Company and its affiliates disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealings, usage or trade.

11.2. The Company shall not have any liability or responsibility for any errors or omissions in performance of the Platform, for your action or inaction in connection with our Platform or for any damage to your computer or data or funds or any other damage you may incur in connection with the Platform. Your use of the Platform is at your own risk. In no event shall the Company be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the Platform, the delay or inability to use the Platform or otherwise arising in connection with our Platform whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

11.3. You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Platform.

11.4. The Company makes no representation that Platform Services can be received are applicable or appropriate for use in all jurisdictions.

12. Third-Party Websites and content

The Platform may contain links to websites owned or operated by parties other than the Company. Such links are provided for your reference only. The Company does not monitor or control outside the Platform and is not responsible for their content. The inclusion of links to third party resources does not imply any endorsement of the material on the Platform or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does such inclusion of links imply that the Company is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the linked website. The Company does not control the third party content including the content posted by you or other users of the Platform or monitor it for compliance with any requirement (e.g. truthfulness, integrity, legality). Accordingly, the Company does not bear any liability arising in connection with your access or use of the third party content.

Content of our Terms and/or Privacy Statements may be aligned with dependency on some sites, systems, platforms, exchanges, etc to protect and avoid any liability to the Company.

13. Taxes

The Company bears no liability for determining whether taxes apply to any of your transactions, or for collecting, reporting, or remitting any taxes arising from any transaction.

14. Assignment

You may not transfer or assign these Terms and Conditions or any rights or obligations you have under these Terms and Conditions without our prior written consent. The Company reserves the right to freely assign or transfer these Terms and Conditions and the rights and obligations under these Terms and Conditions to any third party at any time without prior notice or consent. If you object to such transfer or assignment, you may stop using the Platform and terminate these Terms and Conditions by contacting us.

15. Jurisdiction, applicable law

- 15.1. The Terms and conditions and any legal relationship between the Parties arising out of or in connection with them shall be governed by and construed in accordance with the laws of State of Nevada without regard to its conflict of laws rules. The Parties settle all their disputes arising out of or in connection with the Terms and conditions in accordance with the laws State of Nevada.
- 15.2. The Parties agree to try in good faith to settle through negotiations any dispute, disagreement or claim arising out of or in connection with execution, termination or rescission of these terms and conditions. The claiming party shall send a message with its claim to the other party. The message in question shall contain the essentials of the claim and evidence supporting such claim.
- 15.3. In the absence of a reply to the claim within 30 working days since the sending date, or if the Parties have failed to reach an amicable settlement, the dispute shall be brought and heard exclusively in appropriate court at the location of the Company determination.

16. Miscellaneous

- 16.1. The Parties agree to use electronic signatures while delivering all necessary documents or claims. The Parties confirm that documents and claims signed by electronic signature have the legal effect and are to be accepted and considered by the Parties.

The Parties confirm that all emails sent from the authorized email addresses are deemed to be sent and signed by the Parties.

- 16.2. Notices sent by email in accordance with these Terms and conditions shall be deemed to be sent on the date on which the e-mail is confirmed as being sent provided that day is a working day.
- 16.3. Your authorized email is the email that you entered during the registration at the Platform. The authorized email of the Company is available on the Platform.
- 16.4. All communications and documents to be made or given pursuant to this Agreement must be in the English language.
- 16.5. Until one Party advises the other one of the fact of the breach of security in respect of its authorized email, all actions and documents done and sent from the authorized email of one of the Parties, even if these actions and documents have been done and sent by third parties, are considered to be done and sent by the owner of the authorized email. In that case the owner of the authorized email acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts.
- 16.6. These terms and conditions constitute the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of these terms and conditions.
- 16.7. If at any time any one or more of the provisions of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of these terms and conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 16.8. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.