

Brillion's BRLN Token Distribution Terms

By claiming BRLN tokens according to **Brillion BRLN Token Distribution Scheme (“Distribution Scheme”)** and signing the transaction with your Web3-based digital wallet, you (“**Recipient**” or “**you**”) confirm that you accept obtaining BRLN tokens that you are eligible for and agree to the Brillion's BRLN Token Distribution Terms (“**Terms**”) set forth below by Stichting Brillion Foundation (“**Brillion**” or “**we**”):

I. Brillion BRLN Token Distribution Portal

For claiming of BRLN tokens you shall use [Brillion BRLN Token Distribution Portal](#) (“**Portal**”). You shall use Portal solely for the purpose of claiming or staking BRLN. Brillion grants Recipients a non-transferable, non-sublicensable, royalty-free and non-exclusive right to use Portal, subject to Recipient's complying with all its obligations set forth in these Terms. The period for claiming BRLN tokens starts on 07th October 2024 at 01.00 PM CET (“**Launch Date**”) and will continue indefinitely. We guarantee that we will administer and maintain the Portal for at least two (2) years from the Launch Date. After two (2) years we will at our own discretion either keep Portal in operation or you will be able to contact us directly with your claim. For more information on the steps of the claiming process, we refer you to the [Portal User Guide](#) (“**Guide**”).

II. Eligibility

2.1. You shall claim BRLN tokens through the Portal if you are eligible in accordance with the [Distribution Scheme](#) and if you are not eligible for other methods of distribution in accordance with the Distribution Scheme.

2.2. You acknowledge that you thoroughly reviewed and understood the Distribution Scheme and these Terms, as published by Brillion and that you agree to their application without any reservations.

2.3. You are not eligible and thus excluded from claiming BRLN tokens if you (or your organisation) is subject to any type of sanctions imposed by the UN Security Council, European Union (EU) and individual states of the European Union.

2.4. You must be 18 years of age or older to be eligible to participate in the BRLN Token Distribution Scheme.

III. DUA Discontinuation and BRLN

You acknowledge that (i) DUA, a token previously native to the Brillion ecosystem, was discontinued as a token native to the Brillion ecosystem (products and services operated by Brillion) due to rebranding of the token, and that it no longer has any use and utility within the said ecosystem and that (ii) BRLN is adopted instead, to operate as a token native to and having use and utility within the Brillion ecosystem. You acknowledge and agree that you will not, now or in the future, claim any use, utility and value of DUA that you remain to hold or that you may obtain in the future, within the Brillion ecosystem.

IV. Claiming BRLN on the Ethereum Network

Claiming BRLN tokens is free of charge, except for the transaction fee (gas fee) applicable to the issuance and transfer of BRLN tokens on the Ethereum network. Transaction fees are to be paid in ether (eth) by Recipient. You expressly acknowledge that Brillion does not have any control of and benefit from the Ethereum transaction fees. BRLN tokens shall be claimed only on the Ethereum network, even if the Recipient's DUA tokens at the time of its discontinuation were stored/held on other networks. For the transfer of BRLN to other networks you may use Nexera's Bridge, which will be made operational for the purpose of transferring BRLN to other networks within a reasonable time after the Launch Date. You will be notified through our social channels as soon as Nexera's Bridge will be made operational for this purpose. More information on the process and steps of claiming BRLN tokens can be found in the Guide.

V. Risks of Crypto-Assets

You expressly acknowledge that BRLN tokens, similarly to other crypto-assets, are subject to multiple risks, including but not limited to (i) risk of price volatility, (ii) risks associated with the use of blockchain-related technologies, (iii) risks of unfavourable regulatory and enforcement actions, (iv) risks of cyber theft and hacking, (v) risks of security weakness of codes, cryptography and software and (vi) risk of loss of value of tokens (vii) risks of limited utility (viii) risks related to lack of any governance rights vested in tokens at the time of issuance, and (viii) risks of the Brillion ecosystem developments that do not fulfil either Recipients or other token holder's expectations.

VI. Responsibilities, Representations, Warranties and Disclaimers

6.1. You acknowledge and agree that (i) you shall take appropriate measures to ensure that any equipment that is used by you to access Portal such as PC's, laptops, tablets, or smartphones, is secure and free from viruses and other malicious software, (ii) you will connect to the portal only with the Web3-based digital wallet which was the wallet holding/storing your DUA at times relevant for the Distribution Scheme (“**Eligible Wallet**”) or another Web3-based wallet that you own and is under your control (“**Claiming Wallet**”), (iii) to pay for transaction fees on Ethereum network when claiming BRLN on Portal (iv) you shall be solely responsible to connect to the official website of Portal, as communicated by Brillion, (v) Portal may contain bugs or otherwise dysfunction and (vi) to any other responsibilities that you may have under these Terms.

6.2. You represent and warrant that (i) you or your organisation (if you act on behalf of a legal entity) are not subject to any type of sanctions as stated in clause 2.3. (ii) you are 18 years of age or older and have legal capacity to participate in the Distribution Scheme in accordance with applicable laws, (iii) if you act on behalf of a legal entity, the legal entity you represent is duly incorporated and you are an authorised representative thereof, (iv) you are not prohibited from claiming and owning BRLN according to the laws applicable in the geographical jurisdiction of your residence or any other applicable laws and (v) you own and control Eligible Wallet that you use to claim BRLN, (vi) if you claim BRLN with a Claiming Wallet, you own and control both, Claiming Wallet that you use to connect to Portal and Eligible Wallet for the benefit of which you claim (vi) you have significant knowledge and experience with crypto-assets, blockchain technologies, use of Web3-based digital wallets, (vii) you are fully aware of the risks stated under clause V and VII of these Terms, and it is solely your responsibility to seek external advice related to these risks and (viii) you have an adequate knowledge of the Brillion Ecosystem, products and services it offers and future plans for its development as published by Brillion.

6.3. Brillion represents and warrants it is a legal entity duly incorporated and validly existing under the laws of France and has all requisite corporate power and authority to carry on its activities as now conducted.

6.4. Brillion gives no other representations, warranties or assurances than those included in clause 6.3 above, particularly not (i) that Portal is error-free and will operate without any disruption, (ii) whether BRLN is fit for any particular purpose, (iii) that Brillion ecosystem will be further developed according to announced or unannounced plans or expectations of Recipients or other BRLN token holders, (iv) whether there will or will not be any price volatility of BRLN after its launch and further, (v) related to the value of BRLN now or in the future on the various markets, (vi) whether BRLN will be liquid and/or tradable (vii) whether BRLN constitutes any proprietary right and (viii) whether BRLN constitutes securities or other regulated investments in any and all jurisdictions.

VII. Regulatory Qualification

BRLN tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment/financial product in any jurisdiction. The regulatory situation related to crypto-assets across jurisdictions constantly evolves, in most of the jurisdictions crypto-assets remain at this time unregulated, unless they fall under financial regulation. BRLN tokens were not registered, examined, or approved by any regulatory authority in any jurisdiction. Due to the evolving and rather uncertain regulatory situation, we will strive for but do not guarantee that BRLN tokens are or will be in the future compliant with all applicable laws and regulations in all jurisdictions.

VIII. Liability

8.1. You expressly acknowledge and agree that you will not hold Brillion or any of its officers, directors, members, employees, agents and affiliates or any other parties involved in the development of its ecosystem liable for losses and damages of any kind

8.2. You expressly acknowledge and agree that to the extent permitted by applicable law, you will not hold Brillion and its officers, directors, members, employees, agents and affiliates or any other parties involved in the development of its ecosystem liable for losses and damages of any kind arising out of or connected to claiming and distribution process, Distribution Scheme and use of Portal, unless arising from Brillion's wilful misconduct or gross negligence. Brillion's liability for indirect damages, including but not limited to consequential damages, lost profits, lost savings, reduced goodwill, loss due to business interruption, losses as a result of claims from third parties, and damages in connection with engagement of third parties by Recipient, as a result of the claiming and distribution process of BRLN, Distribution Scheme and the use of Portal is excluded. In any event, Brillion is not liable for (i) any actions or inactions of Recipients, (ii) any damage caused by the Recipient by not following the instructions in the Guide (iii) Recipient not following its obligations under these Terms, (iv) risks as described in clause V and VII of these Terms as applied to BRLN and Brillion ecosystem, and (v) any other additional risks related to owning, holding, using, attempting to use, trading or any other disposition with BRLN that are reasonably beyond the control of Brillion.

8.3. You shall indemnify and hold harmless Brillion and its officers, directors, members, employees, agents and affiliates from and against any and all claims, actions, audits, demands, damages, losses, investigations, inquiries, costs or expenses including without limitation reasonable attorney's fees, or any other proceeding instituted by a person or entity that arises out of or relates to: (i) an actual or alleged breach of Recipient's representations, warranties, and other obligations set forth in these Terms and (ii) Recipient's wrongful or improper use of Portal.

IX. Taxation

You acknowledge and agree that, if applicable, you shall be solely responsible for any payable taxes related to obtaining BRLN, including but not limited to determining, declaring, withholding, collecting, reporting and remitting the correct amount of payable taxes to the competent tax authorities in your specific case.

X. Termination

The applicability of these Terms terminates when Recipient successfully claims BRLN (transfers BRLN to its Web3-based wallet). The termination does not affect rights and obligations of the Parties that have arisen and/or accrued prior to the termination. Clauses III, VI, VII, VIII IX, XII or the relevant parts thereof shall survive the termination.

XI. Miscellaneous

Brillion reserves the right to unilaterally amend these Terms and Recipient agrees to the same. If these terms are amended in a material way, Recipients will be notified by posting of these terms on the BRLN Claiming Portal at least 15 days in advance. If any Recipient, prior to claiming BRLN tokens, does not agree with the amended terms, it can terminate the use of the BRLN Claiming Portal. If Brillion does not enforce (parts of) these Terms, this cannot be construed as consent or as a waiver of the right to enforce them at a later moment. Recipient cannot transfer their rights and obligations under these Terms to third parties. Brillion can unilaterally assign and/or transfer all rights and obligations under these Terms to a third party, and Recipient herewith agrees to any such transfer in advance. If any provision of these Terms is deemed unlawful, void, voidable or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions of these Terms. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision as closely as possible. These Terms supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

XII. Governing Law and Choice of Forum

These Terms shall be governed by and construed in accordance with the laws of France. All disputes arising out of or in connection with these terms, including disputes concerning the existence and validity thereof, shall be exclusively submitted to the competent court in France. In the case of consumers, the choice of law and the choice of forum do not affect the consumer's protection under the statutory law of the consumer's country of residence.