

CebuCore Group LLC

Customer Agreement

Effective Date: August 2025

Legal Entity: CebuCore Group LLC

Token: CCR (CebuCore Utility Token)

1. Introduction

This Customer Agreement (“Agreement”) is a legally binding contract between **CebuCore Group LLC** (“Company”, “CebuCore”, “we”, “our”, or “us”) and any individual or legal entity (“Customer”, “Investor”, “Participant”, “User”, or “you”) who purchases, holds, transfers, or otherwise interacts with **CCR tokens** or any related services provided by CebuCore.

By engaging with CebuCore, you acknowledge and agree to all terms outlined herein. This Agreement governs the sale, distribution, and usage of CCR tokens, including your rights and obligations, and establishes the framework under which you interact with the CebuCore ecosystem.

This document is designed not only to regulate our relationship but also to mitigate legal risk, provide transparency, and establish expectations between CebuCore and its participants.

You acknowledge that by accessing or purchasing CCR tokens, you are entering into a contractual relationship with the Company and you agree to abide by all provisions herein, as well as any amendments made in accordance with Section 14 of this Agreement.

2. Risk Acknowledgment

2.1. You acknowledge that purchasing and holding CCR tokens involves **substantial financial risk**, including but not limited to:

- Severe price volatility;
- Regulatory uncertainty in multiple jurisdictions;
- Possible complete loss of value;
- Risks of cybersecurity breaches, hacks, and fraud.

2.2. You agree that CCR tokens do not guarantee profits, fixed returns, or redemption by the Company. The tokens are designed as utility instruments and may have speculative value, but no assurance of appreciation or liquidity can be provided.

2.3. Blockchain transactions are irreversible. Loss of access to your private keys, digital wallet, or login credentials may result in the permanent loss of your CCR tokens. CebuCore assumes no liability for such losses.

2.4. You confirm that you have conducted your own due diligence before purchasing CCR tokens, and that you have not relied upon any representation or promise outside the contents of this Agreement and official CebuCore communications.

3. Eligibility

3.1. You must meet the following criteria to participate in CCR token purchases or ecosystem usage:

- Be at least 18 years of age or the legal age of majority in your jurisdiction;
- Possess the legal capacity to enter into a binding contract;
- Not be a citizen, resident, or domiciled in the **United States of America, Canada, or the People's Republic of China**, nor be accessing our services from these jurisdictions.

3.2. By engaging with CebuCore, you represent and warrant that you are not located in a prohibited jurisdiction.

3.3. If you provide false information, circumvent restrictions (including use of VPN or proxy services), or otherwise misrepresent your eligibility, you assume full legal responsibility and CebuCore disclaims all liability.

4. Nature of CCR Tokens

4.1. CCR tokens are **utility tokens** designed for use within the CebuCore Smart Development Zones and broader ecosystem.

4.2. CCR tokens may be used for the following purposes:

- Payments for goods and services across CebuCore's ecosystem (hospitality, tourism, transportation, municipal utilities, logistics, etc.);
- Loyalty incentives, including cashback, discounts, and promotional campaigns;
- Access to premium events, restricted services, or exclusive investment opportunities;
- Participation in governance activities (DAO mechanisms), subject to future implementation.

4.3. CCR tokens are **not securities, debt instruments, or equity by default**. They do not represent a legal ownership stake in CebuCore Group LLC unless explicitly allocated in accordance with Section 9.

5. No Refunds

5.1. All CCR token purchases are **final, non-refundable, and non-reversible**.

5.2. Blockchain-based transactions, once confirmed, cannot be reversed, canceled, or altered.

5.3. CebuCore is not responsible for user mistakes, including sending funds to incorrect addresses, failing to secure wallet credentials, or engaging with fraudulent third-party platforms.

6. Jurisdictional Restrictions

6.1. CCR tokens are **not available to residents, citizens, or entities located in the United States, Canada, or China**.

6.2. If you access the platform from a restricted jurisdiction, you do so entirely at your own risk. CebuCore disclaims liability for violations of local law by such users.

6.3. Regulatory authorities in restricted jurisdictions may enforce penalties against you. You assume all consequences of such actions.

7. Customer Responsibilities

7.1. You must provide accurate and truthful information during registration, KYC verification, or any other Company-mandated compliance process.

7.2. You are solely responsible for securing your private keys, wallet access credentials, and related security data. CebuCore cannot restore lost access.

7.3. You are responsible for all applicable tax reporting and payment obligations arising from your purchase, holding, or sale of CCR tokens.

7.4. You agree not to engage in market manipulation, fraudulent transactions, or any unlawful activities involving CCR tokens.

8. AML / KYC Compliance

8.1. CebuCore may require Know Your Customer (KYC) and Anti-Money Laundering (AML) verification before, during, or after token purchases.

8.2. You agree to submit requested identification documents and information promptly. Failure to comply may result in denial of services or forfeiture of participation.

8.3. CebuCore may freeze or restrict tokens associated with suspicious or unlawful activity, and may cooperate with regulatory authorities when required.

9. Equity Program Clarification

9.1. Customers purchasing CCR tokens with an aggregate value of **\$1000 or more** may qualify for participation in CebuCore's **5% equity allocation program**, to be executed upon a successful IPO (target 2030).

9.2. The equity allocation program is subject to the following conditions:

- The IPO must occur successfully under relevant securities laws;
- The participant must meet eligibility criteria, including jurisdictional restrictions;
- Full legal compliance and documentation must be completed at the time of allocation.

9.3. Equity distribution will be proportional to each qualifying investor's CCR purchase amount relative to the total eligible pool.

9.4. Until such IPO and equity distribution occur, CCR tokens remain **utility tokens** and do not represent current equity.

10. Intellectual Property

10.1. All intellectual property, including trademarks, service marks, logos, content, and underlying technology, remain the exclusive property of CebuCore Group LLC.

10.2. You may not reproduce, distribute, or commercially exploit CebuCore intellectual property without prior written consent.

11. Limitation of Liability

11.1. CebuCore shall not be held liable for:

- Losses arising from token price fluctuations;
- Regulatory enforcement in your jurisdiction;
- Hacks, exploits, or fraud perpetrated by third parties;
- Technical disruptions, service outages, or force majeure events.

11.2. CebuCore's aggregate liability is limited to the transaction fees collected in the specific disputed transaction, if any.

12. Indemnification

12.1. You agree to indemnify and hold harmless CebuCore Group LLC, its officers, employees, contractors, and affiliates from any claims, damages, losses, or expenses arising from your violation of this Agreement or misuse of CCR tokens.

12.2. This obligation survives termination of this Agreement.

13. Termination of Agreement

13.1. CebuCore reserves the right to suspend or terminate your access if you:

- Breach this Agreement;
- Engage in fraud, abuse, or illegal activity;
- Attempt to circumvent jurisdictional restrictions.

13.2. Termination does not entitle you to refunds, compensation, or continued access to services.

14. Governing Law and Dispute Resolution

14.1. This Agreement shall be governed by the laws of the jurisdiction in which CebuCore Group LLC is incorporated.

14.2. Any dispute shall be resolved via binding arbitration in the jurisdiction of incorporation, unless prohibited by mandatory local laws.

14.3. Arbitration shall be confidential and final.

15. Amendments

15.1. CebuCore may amend this Agreement at any time by publishing updates on the official website.

15.2. Continued use of CCR tokens or related services constitutes acceptance of the amended Agreement.

16. Severability

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full effect.

17. Entire Agreement

This Agreement, along with the Privacy Policy, Risk Disclosure, and Return Policy, constitutes the entire agreement between CebuCore and its Customers, superseding all prior communications.

18. Contact Information

For questions regarding this Agreement, please contact:

✉ [**support@cebu-core.com**](mailto:support@cebu-core.com)