

CebuCore Group LLC

User Agreement & Risk Disclosure

Version: 2025

Company: CebuCore Group LLC

Token: CCR (CebuCore Utility Token)

1. Introduction

This User Agreement & Risk Disclosure (the “Agreement”) establishes the legally binding terms and conditions governing access to and use of the services, websites, platforms, and digital assets offered by **CebuCore Group LLC** (“the Company,” “we,” “our,” “us”). It applies to all individuals or entities (“User,” “you,” “your”) who access our Platform, participate in token distribution events, or otherwise acquire, hold, or utilize **CCR Tokens**.

By accessing our Platform or acquiring CCR tokens, you confirm that you have read, understood, and agreed to this Agreement, including all disclaimers and risk disclosures. If you do not agree, you must immediately cease all access and refrain from acquiring CCR tokens.

The Company reserves the right to modify, amend, or update this Agreement at any time, without prior notice. Your continued use of the Platform or CCR tokens after publication of updates constitutes acceptance of the revised Agreement.

2. Definitions

For the purposes of this Agreement:

- **CCR Token:** A digital utility token issued by CebuCore Group LLC on the Binance Smart Chain (BEP-20), designed exclusively for use within the CebuCore ecosystem. CCR is not equity, a share, or a security.
- **Equity Program:** A potential, separate legal mechanism for qualifying investors to participate in future equity offerings related to CebuCore’s IPO. Distinct from CCR.
- **Platform:** All digital systems, websites, mobile apps, APIs, and smart contracts operated by the Company.
- **User:** Any person or entity who accesses the Platform, holds CCR, or engages with the Company.
- **KYC/AML:** Know-Your-Customer and Anti-Money Laundering procedures applied for compliance.

3. Legal Status of CCR Tokens

3.1. **Utility Only.** CCR tokens are strictly **utility tokens**, designed for functional usage in payments, loyalty programs, access control, and governance within the CebuCore Smart Development Zones.

3.2. **Not Securities.** CCR tokens do not constitute:

- equity, securities, or ownership rights;
- debt obligations or derivatives;
- entitlements to dividends, profits, or capital appreciation.

3.3. **No Corporate Rights.** CCR holders shall not receive voting rights in CebuCore Group LLC, participation in profits, or any claim on assets or management of the Company.

3.4. **Separation of Equity Programs.** References to equity or shares, if any, are limited to future, separate legal frameworks (e.g., IPO allocations) and not linked to CCR token utility.

4. Jurisdictional Restrictions

4.1. **Restricted Territories.** The CCR token sale, IDO, and related services are **not offered to residents or citizens of**:

- the United States of America;
- Canada;
- the People's Republic of China;
- any jurisdiction where token sales are prohibited by law.

4.2. **IP Blocking and Restrictions.** The Company will use technical measures to restrict access; however, Users remain solely responsible for compliance with applicable local laws.

4.3. **Bypassing Restrictions.** If you access CCR tokens despite being in a prohibited jurisdiction (e.g., via VPN), you do so at your sole risk, and the Company disclaims any liability.

5. User Rights and Obligations

5.1. **User obligations:**

- Provide accurate information during registration or KYC.
- Not engage in unlawful activities.
- Bear full responsibility for safeguarding access keys and wallets.

5.2. User rights:

- Acquire and use CCR tokens in compliance with this Agreement.
- Participate in ecosystem utilities (payments, loyalty, governance).
- Access relevant support and updates.

5.3. User acknowledgments:

- CCR is speculative and high-risk.
- The Company provides no guarantee of token value or liquidity.
- You may lose your entire investment.

6. Risk Disclosure

6.1. Market Risks. Digital assets are volatile. CCR may fluctuate significantly or lose all market value.

6.2. Liquidity Risks. Secondary markets may not exist or may be illiquid. You may not be able to sell your CCR tokens at any time.

6.3. Technology Risks. CCR relies on smart contracts and blockchain technology. Bugs, errors, hacks, or chain failures can lead to permanent loss.

6.4. Custody Risks. Loss of private keys or seed phrases is irreversible. CebuCore cannot restore lost tokens.

6.5. Cybersecurity Risks. Attacks, phishing, or malicious activity can compromise your tokens.

6.6. Regulatory Risks. Governments may impose restrictions, bans, or taxes on token use.

6.7. Operational Risks. Downtime, technical failures, or force majeure events can disrupt services.

6.8. Legal Risks. Unclear legal frameworks may create liabilities. Participation may expose you to investigations or restrictions in your jurisdiction.

6.9. Total Loss Risk. Users must assume the possibility of total and permanent loss of value.

7. Disclaimer of Warranties

The Platform and CCR tokens are provided “as is,” without warranties of any kind. The Company expressly disclaims warranties regarding:

- uninterrupted or error-free access;
 - security from hacks or technical flaws;
 - appreciation or liquidity of CCR tokens;
 - merchantability, suitability, or fitness for a particular purpose.
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8. Limitation of Liability

8.1. The Company shall not be liable for:

- direct or indirect financial losses;
- lost profits, opportunities, or goodwill;
- failures of third-party platforms or services;
- regulatory actions or restrictions;
- technical or cyber incidents outside our control.

8.2. Maximum liability is limited to the actual amount you paid directly to the Company for CCR tokens.

9. KYC/AML Compliance

9.1. Users may be required to complete KYC/AML checks. Refusal may prevent participation.

9.2. Collected data will be handled in accordance with the **Privacy Policy**.

9.3. Users agree to provide true, accurate, and verifiable documentation.

10. Tax Obligations

Users bear sole responsibility for reporting and paying any taxes arising from acquisition, holding, or disposal of CCR tokens in their jurisdiction. The Company assumes no responsibility for tax obligations.

11. Intellectual Property

All intellectual property (logos, trademarks, code, designs, videos) remain property of CebuCore Group LLC. Unauthorized use is strictly prohibited.

12. Indemnification

You agree to indemnify and hold harmless the Company, its officers, employees, and partners from any claims, liabilities, damages, or expenses (including legal fees) arising from your breach of this Agreement or violation of applicable laws.

13. Acknowledgement of Risks

By purchasing or using CCR tokens, you explicitly acknowledge:

- you understand CCR is a high-risk digital asset;
 - you accept potential total loss;
 - you are not relying on future profits or appreciation;
 - you assume all legal and financial responsibilities.
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14. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the jurisdiction where CebuCore Group LLC is incorporated. Any disputes shall be subject to exclusive jurisdiction of local courts.

15. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain valid and enforceable.

16. Entire Agreement

This Agreement constitutes the full understanding between the User and the Company and supersedes any prior statements, marketing materials, or communications.