



carbon

Whitepaper

October 2020

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What is Carbon?



Carbon is a social crypto hub featuring a range of encrypted, decentralised communication tools.

We aim to bring many of the most popular crypto user requirements into one place. This includes encrypted messaging, notepad, password vault, social feed, token wallet, contact book, airdrops, events calendar and project team tools and much more. Put simply, most of your day to day crypto experience will be possible within the Carbon web app.

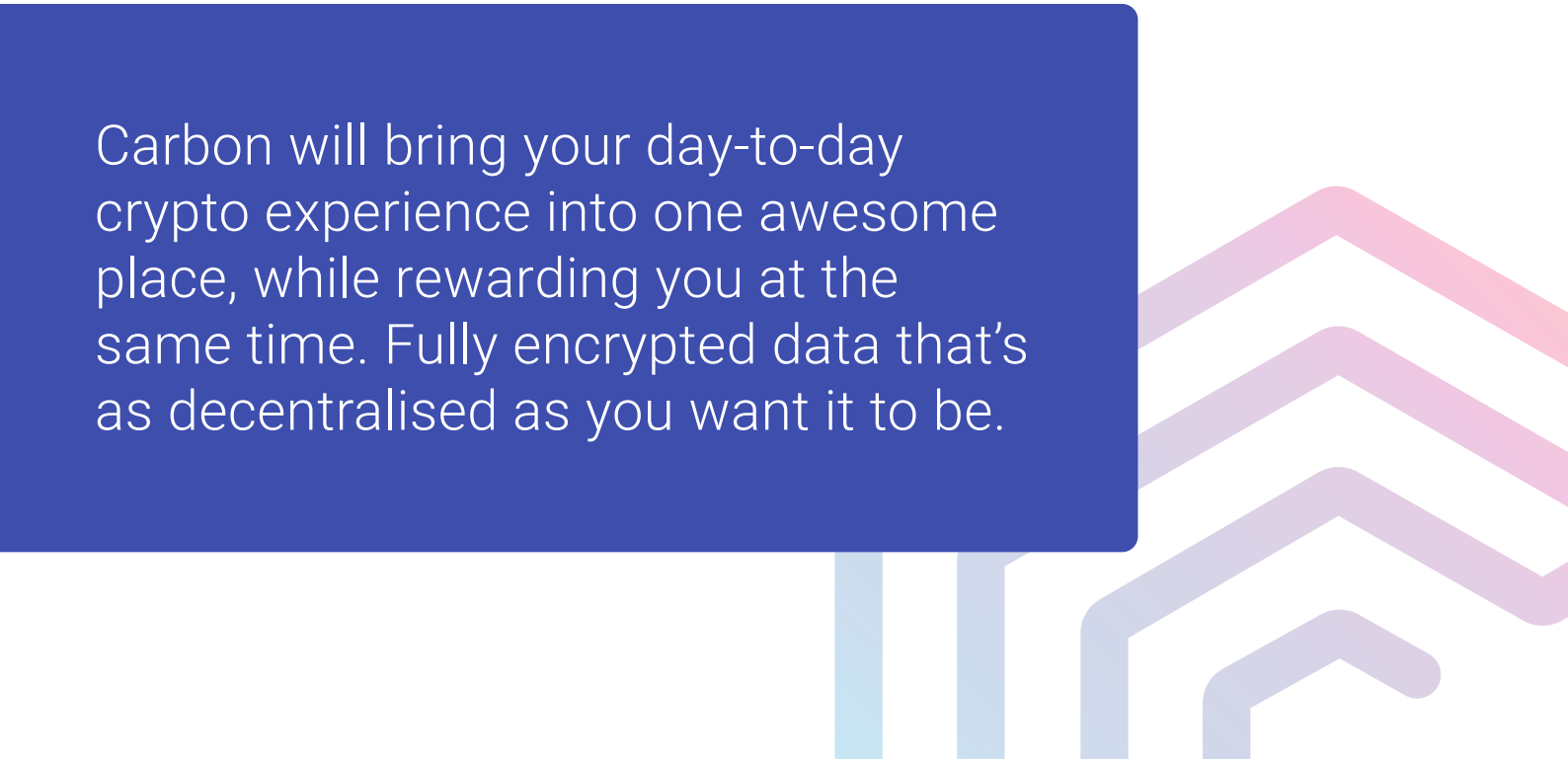
Users will connect with MetaMask, and have the option of centralised or decentralised data storage on most tools. All private content is fully encrypted off-chain for maximum security, which will be covered later in this whitepaper.

What problem does Carbon solve?



Currently, those in the crypto space must use many different apps and platforms simultaneously, creating hard work and leaving a lot of scope for error and insecure communications. Telegram for direct messaging, Twitter for news and announcements, local apps for password and secure data storage, other platforms for airdrops, another app for their token wallet, another for calendar and contacts and the list goes on. There needs to be one place where this all comes together. A place you can connect, share, send, receive, subscribe and follow everything cryptocurrency related, right from your browser by simply connecting with MetaMask.

Carbon is that place. Featuring a range of tools suitable for individuals and project teams alike, we've designed a great platform to bring everyone together and experience the benefits of encrypted, decentralised data and communications using the Ethereum blockchain.



Carbon will bring your day-to-day crypto experience into one awesome place, while rewarding you at the same time. Fully encrypted data that's as decentralised as you want it to be.

Carbon Features

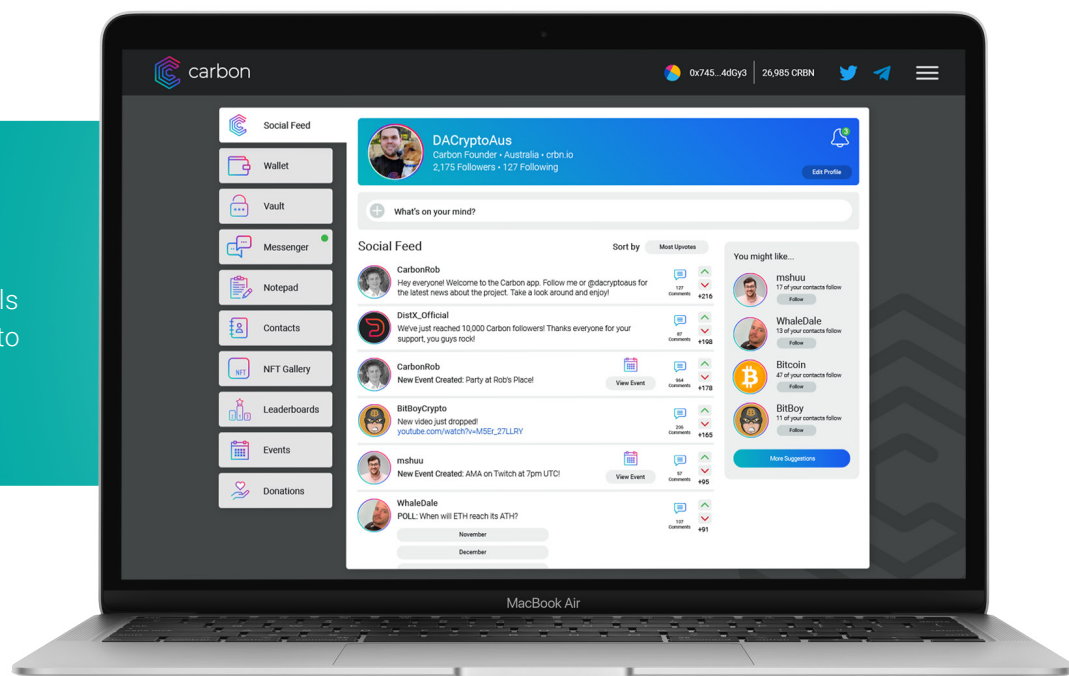
Carbon includes a range of tools and features, with the potential to easily add more in the future. The tools intended to be included on launch are:

Social Feed

This works in a similar way to Twitter. You can connect with friends, follow other users including individuals or teams, and stay up to date with all of the latest news via posts from other users in your feed. You can create your own posts any time to like, and decide if it is stored on the blockchain or in a centralised way. Both methods are fully encrypted. You can decide how important it is to save each post on the blockchain or not. Each user decides if a post is viewable for “friends only” or for the public. Public posts can be viewed by all users. There will also be the ability to promote posts, for maximum exposure, as well as a basic upvote/downvote system similar to what you’d find on Reddit. This system allows users to sort posts by most popular. The social feed is really the “home page” of the Carbon app. It’s what you’d check first thing in the morning and how you stay up to date throughout the day.

Carbon Social Feed

One of many Carbon tools bringing your entire crypto experience to one place.



Carbon Contacts

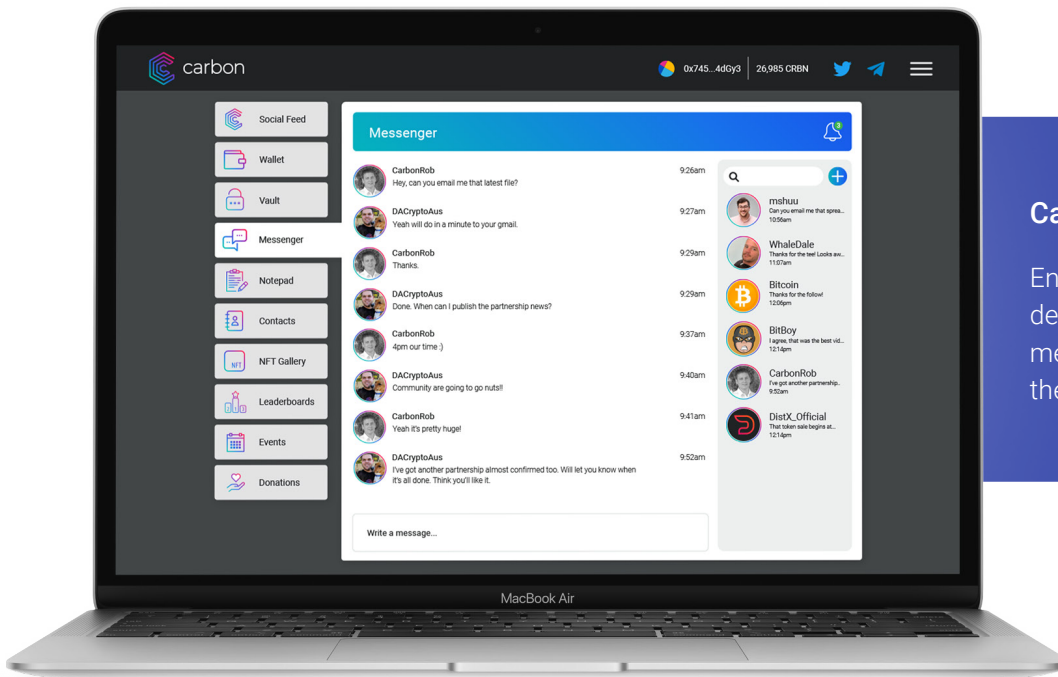
More than just a contact book. This tool allows you to connect with friends via a username search and friend request approval, and then save their wallet address with their other information, making it easy to send and receive CRBN or any other ERC20 tokens. You will also follow their social feed, and they will see your “friends only” social posts. You can also message each other directly or start a group chat with your contacts. We have noticed a need to store contacts and crypto addresses in a clean and simple way, and Carbon Contacts achieves this. Another advantage of making a contact is being sure you’re speaking with the real person, not an imposter. You won’t receive any communication from those you are not connected with.

Password Vault

A fully end-to-end encrypted tool allowing you to store your passwords and keys for easy access. Encrypted is handled off-chain via our unique method outlined later in this whitepaper. It is as secure as your cryptocurrency ever would be and a far better option to storing passwords on your local hard drive or physical paper. Protected both with MetaMask login and signing security, and an additional 4 digit pin.

Carbon Messenger

Users will be able to send a direct message to their contacts, or create a group chat with multiple contacts. Users can decide if they would like the messages to be saved on the blockchain, or centralised. Both options are fully encrypted, but the option is there. Centralised message storage will be a lot faster and require no gas, so it will be free to use. We've designed a clever system guaranteeing only the intended recipients can decrypt the messages. Carbon Messenger will feel similar to using Telegram. Only contacts can send you messages, removing a lot of the imposters and scam attempts causing problems on other messenger platforms.



Carbon Messenger

Encrypted, secure, and decentralised direct messaging is just a part of the Carbon range of tools.

Secure Notepad and Text Data Storage

This tool offers an encrypted, secure space to type, paste and store any text data you like. Notes and memos, snippets of information, pass phrases or anything else you need to remember and want to ensure is completely safe, can be stored in this tool. Similar to the password vault, but designed for text data of any length. The user can decide if the encrypted data is stored on the blockchain or in a centralised way. Both are equally secure in terms of encryption, but blockchain storage will cost gas. Finally, somewhere you can just paste important information for easy access later on, without having to worry about anyone else accessing it or having your computer stolen or damaged.

Events Calendar

Users can create events, as they would any other social posts. Their contacts can add the events to their own calendars within the Carbon app. This tool is particularly useful for project teams so their followers can keep track of upcoming events and announcements. Users will also be able to see how many other users have added their event to their own calendar. No "proof" is required to create an event, but the event creator (username and profile) will be viewable.

NFT Gallery and Leaderboards

We've introduced some gamification into the Carbon app. Your contacts and followers will be able to view NFTs in your gallery (unless you decide to keep them private). This will showcase your collections and achievements. We're also building a leaderboard system, ranking all users (and your contacts) in various ways including user ranking, followers, most upvotes, total donations and more. Users can opt out of appearing in leaderboards if they wish. Ranking users by followers will be a powerful tool for discovering influencers and gaining exposure and followers for your own profile.

Donations

Users can donate CRBN tokens and it goes straight into the rewards pool where part of it is distributed to CRBN token holders. ETH can also be donated and is considered revenue, used to run the app and to support ongoing development. Users receive a special NFT for donations at various levels, and may also appear in the leaderboard for total donations. Donating is likely to gain attention for the user, and could potentially result in more followers, exposure and influence. Crypto project teams making a donation, perhaps in their own tokens, would also gain them exposure.

Crypto Team Tools

A team can create a Carbon account just as easily as an individual can. Creating an account as a team, unlocks some very unique and powerful features. These features include an option for promoting posts to very targeted demographics based on which other projects the users are following. The team may create a post for an upcoming event, promote it, and allow users to add the event to their calendar easily. Promoting a post would cost CRBN or ETH. If ETH, that would be used to buy CRBN tokens and add to the rewards pool (more information later in this whitepaper).

The most powerful team tool is the airdrop feature. To create an airdrop, the team can choose the recipients by who they follow and how much CRBN they have in their wallet. For example a team may select to airdrop to their own followers, with a minimum of 5,000 CRBN only. This allows the team to select how many recipients and the quality of those recipients. Promotions (events) could be created giving the followers time to accumulate CRBN or follow them, to be eligible. Carbon conducts the airdrop for the teams. Teams pay a fee in ETH. The airdrop gas fees are deducted from it, and then the remainder is used to buy CRBN, for the rewards pool. The fee is based on the number of recipients for the airdrop, and the team also needs to deposit the tokens to be airdropped, to Carbon. The advantage to using the Carbon platform for an airdrop is the integrated promotional options as well as targeted users. Teams can create an upcoming airdrop, add it to the calendar, promote it, and it will also appear in a special airdrops section for all users. If a user receives an airdrop, they are notified within the Carbon app, and the airdrop arrives in their connected wallet. This eliminates the problem of airdropping to an unaware recipient and wasting tokens. We have designed a perfectly integrated system of exposure, promotion, distribution, awareness and followup. Users receiving an airdrop would likely then follow the project, as it's in their best interest to learn more about the tokens they received.

We also intend to integrate into the DistX platform, to import upcoming token sales into the Carbon calendar. Participating in those token sales would occur on the DistX platform.

There will be more team tools designed in the future, as the potential is endless, given the highly qualified users on the Carbon app.

CRBN Holdings to Access Tools

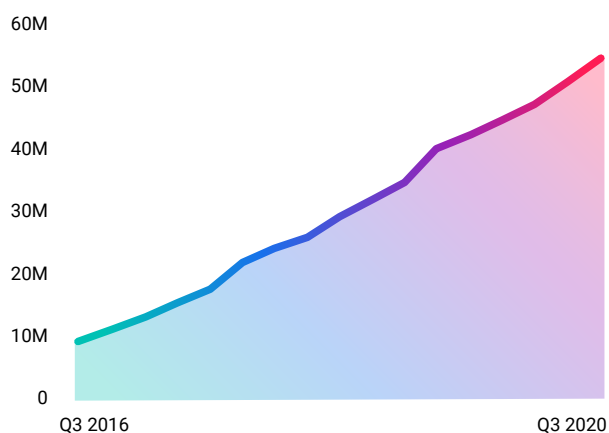
Certain tools and features will require the user to hold a set amount of CRBN to access. The tokens simply need to be in their balance, they do not need to be spent or redeemed in any way to unlock tools. This is designed to encourage long term holding and benefit users for doing so, by unlocking premium features. Tools, features and amounts required to unlock will be revealed closer to launch.

A Growing Market

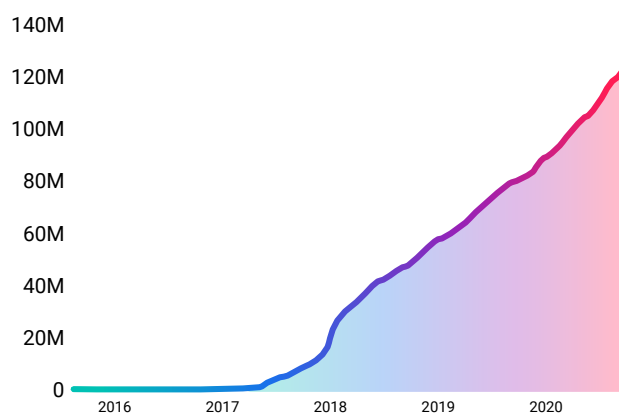
Cryptocurrency market cap rising or falling has had little effect on the overall adoption of cryptocurrency and the number of users creating wallets, and using social platforms as discovery tools. There is no doubt that Carbon is being built at a better time than ever, and we believe the platform will be widely used.

Following are some charts showing the growth of popular platforms and crypto services over the past 1 to 5 years.

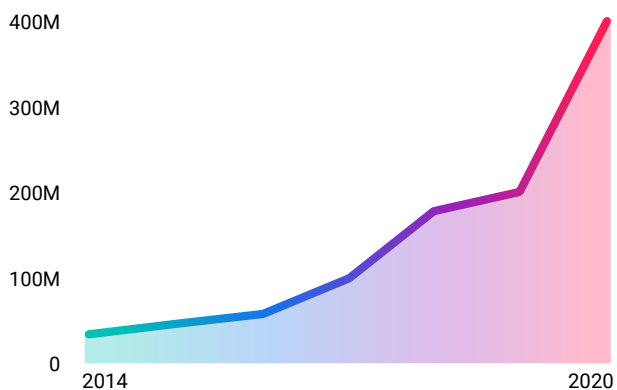
Cryptocurrency Users, Worldwide.



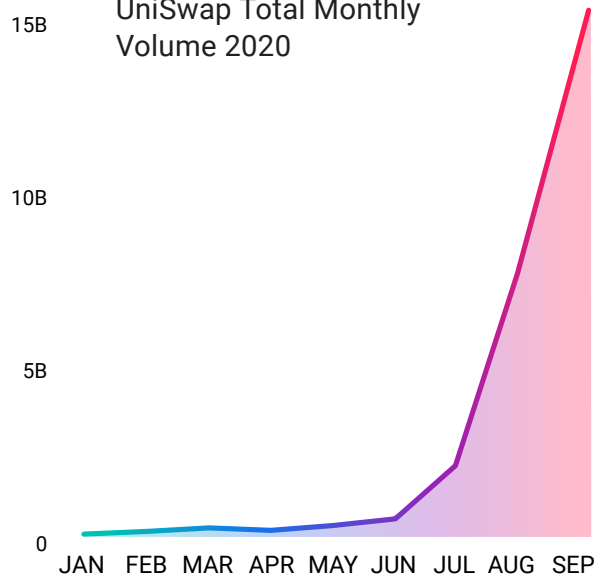
Active Ethereum Wallets, Worldwide.



Telegram Users, Worldwide.



UniSwap Total Monthly Volume 2020



Technical Processes



We've designed some clever technical processes to make our features and tools possible. Here are some (not all) of the processes. We'll be keeping some other technical information confidential until closer to launch to avoid inevitable copycats.

Account Creation:

1. User visits the Carbon website.
2. The site will attempt to connect to MetaMask.
3. The user approves the connection within MetaMask.
4. The user will be presented with a blank Carbon account providing they have not already signed up. The user should decide which MetaMask wallet (account) they wish to use for Carbon going forward.
5. The user will be prompted with basic profile setup, username etc.
6. Carbon will prompt MetaMask to sign a simple transaction to deterministically generate a unique string for RSA keypair generation.
7. Generate RSA keypair.
8. The Carbon app sends the users Ethereum address, username, RSA public key and other information to the Carbon API.

Secure Notepad & Password Storage Tool

Saving:

1. Generate random secret for AES256 encryption.
2. Encrypt data with AES256 secret.
3. Encrypt AES256 secret with the RSA public key.
4. Store encrypted data and encrypted secrets on server OR smart contract (all encrypted).

Reading:

1. Request data from server or smart contract storage.
2. Carbon will prompt MetaMask to sign a simple transaction to deterministically generate a unique string for RSA keypair generation.
3. Decrypt AES256 secret using the generated RSA private key.
4. Decrypt data using the decrypted AES256 secret.

Basic Encrypted Messaging

USER-A:

1. Generate random secret for AES256 encryption.
2. Encrypt chat message with AES256 secret.
3. Encrypt AES256 secret with USER-A's RSA public key.
4. Encrypt AES256 secret with USER-B's RSA public key.
5. Store encrypted message and both encrypted secrets on server OR smart contract (all encrypted).

USER-B:

6. Retrieves message & their encrypted key.
7. Carbon will prompt MetaMask to sign a simple transaction to deterministically generate a unique string for RSA keypair generation.
8. Decrypts the encrypted AES256 secret with the generated private key.
9. Decrypts encrypted message with the now decrypted AES256 secret.
10. Types new message.
11. Uses the decrypted AES256 secret to encrypt the new message.
12. New encrypted message is stored on server OR smart contract.

USER-A:

12. Retrieves message & their encrypted key.
13. Carbon will prompt MetaMask to sign a simple transaction to deterministically generate a unique string for RSA keypair generation.
14. Decrypts the encrypted AES256 secret with the generated private key.
15. Decrypts encrypted msg with the now decrypted AES256 secret.
16. Types new message

Carbon Contacts

1. User searches Carbon usernames.
2. User sends a contact request to the selected user.
3. The selected user receives a notification and will either accept or decline the request.

On-Chain Storage - Ethereum Smart Contracts

Personal Storage Contract:

Persistent storage of users personal data encrypted using a AES256 secret that is further encrypted with the users RSA public key.

Messaging Contract:

Stores the chat messages between 2 users. Each message is encrypted using a AES256 secret that is further encrypted with the users RSA public key.

Factory Contract (Personal Storage Contract):

Stores and allows users to deploy the blueprint for the personal storage contract.

Factory Contract (Messaging Contract):

Stores and allows users to deploy the blueprint for the messaging contract.

Off-Chain Storage & Logic - Carbon Express API

Users off-chain data storage system

User contacts management system

User leaderboard management system

User social post system

User calendar system

User notification system

Deposit system for donations and payment of premium services

Ethereum account assets caching system

Airdrops tool system

Social post promotional system



Carbon Rewards System

We've designed an attractive rewards system to incentivise users to hold CRBN and also use the Carbon platform as much as possible. Here's how it works.

We've kept aside 6,000,000 CRBN tokens, which is 12% of the total supply. We'll be airdropping a portion these tokens out to our top 300 users, each month. the airdrop schedule and rates are as follows:

December 2020 - 1,500,000 total CRBN airdropped to top 300.

January 2021 - 1,000,000 total CRBN airdropped to top 300.

February 2021 - 750,000 total CRBN airdropped to top 300.

March 2021 to December 2021 - 300,000 total CRBN airdropped per month to top 300.

After December 2021 the rewards pool will be completely funded by revenue.

Revenue comes from team tools (airdrops etc), donations and promotional posts. Revenue and rewards will always be in CRBN tokens, not ETH.

Example: In August 2021, if there is 150,000 CRBN in revenue plus 300,000 as a standard rewards pool payout. Total 450,000 CRBN paid out that month to the top 300.

What is a Top 300 user?

A top 300 user is not necessarily a top 300 holder. We have designed a calculation that combines holdings with app usage and other achievements, to rank all users which will be shown in one of the leaderboards (or on our website, before the leaderboards tool is released).

The calculation is based on points. The points are allocated in the following way:

CRBN holdings:	1 Point for every 1,000 CRBN held
Contacts:	1 point for every contact made via the app (contacts book, friend connected)
Followers:	0.2 points for every follower (users following you).
Blockchain usage:	3 points for every save on-chain (anything that requires gas to save)
Donations:	10 points for every 1,000 CRBN donated via Carbon app.
Upvoted Content:	0.1 points for every upvote your social posts receive.

These numbers are subject to change closer to launch date and should be used only as a guide.

Example: User_1 holds 52,000 CRBN, has 15 connected friends, had 125 upvotes for the month, has 130 followers, made 27 on-chain saves and donated 5,000 CRBN this month.

$$52,000/1000*1 + 15*1 + 125*0.1 + 130*0.2 + 27*3 + 5000/1000*10 = 236.5 \text{ PTS}$$

This score would be ranked against all other Carbon users and viewable in the leaderboard. Rewards tiers for the top 300 users will be released before launch.

Carbon Tokens (CRBN)

Carbon tokens are an ERC20 token allowing easy storage, integration and transfer within MetaMask, which is essential for powering the Carbon app. Previously we intended to create our own blockchain and coin, however with the recent resurgence of Ethereum, largely thanks to UniSwap, and Ethereum 2.0 on the horizon, we feel it is best to build on a widely used blockchain using an extension most crypto users are already connected with. Our focus has shifted from data storage back to communication tools, and from mainstream adoption (hopeful) back to established cryptocurrency users, ready and waiting for what Carbon has to offer.

The following information is already available for the Carbon tokens and token sale:

Token Name: Carbon

Symbol: CRBN

Max supply: 50,000,000

Mintable: No

Decimals: 18

Token sale date: November 9, 2020

Token sale platform: DistX

Token sale allocation: 25,000,000 (50%)

UniSwap listing:

Yes, with liquidity locked for 90 days.

Token sale price: 1 ETH = 7500 CRBN

UniSwap starting price: 1 ETH = 6,250 CRBN

Team tokens:

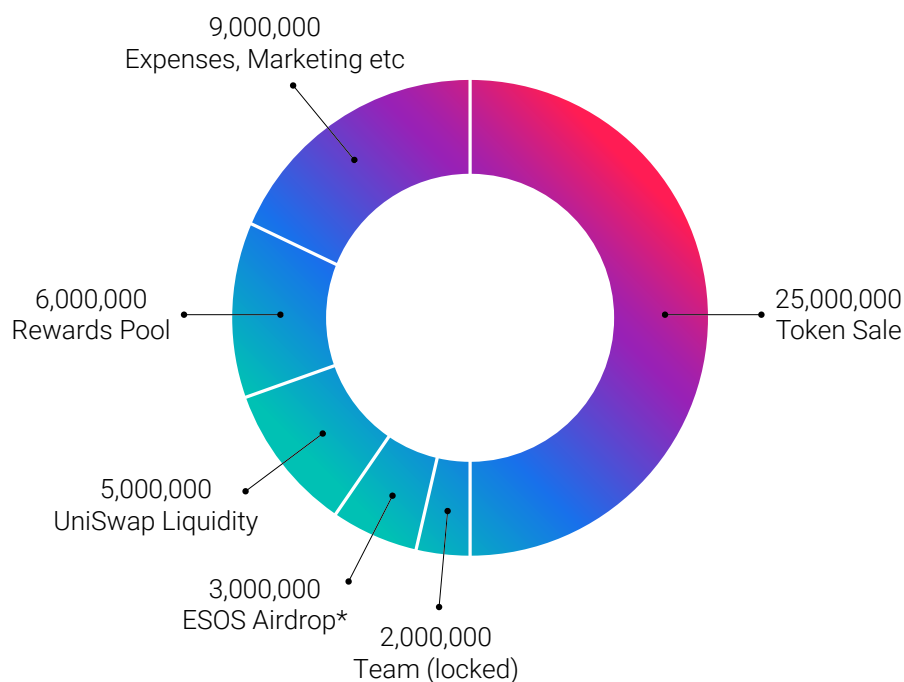
Locked and slow released over 12 months.

Softcap:

1,000 ETH or refunds given via DistX

Hardcap: 3,333 ETH

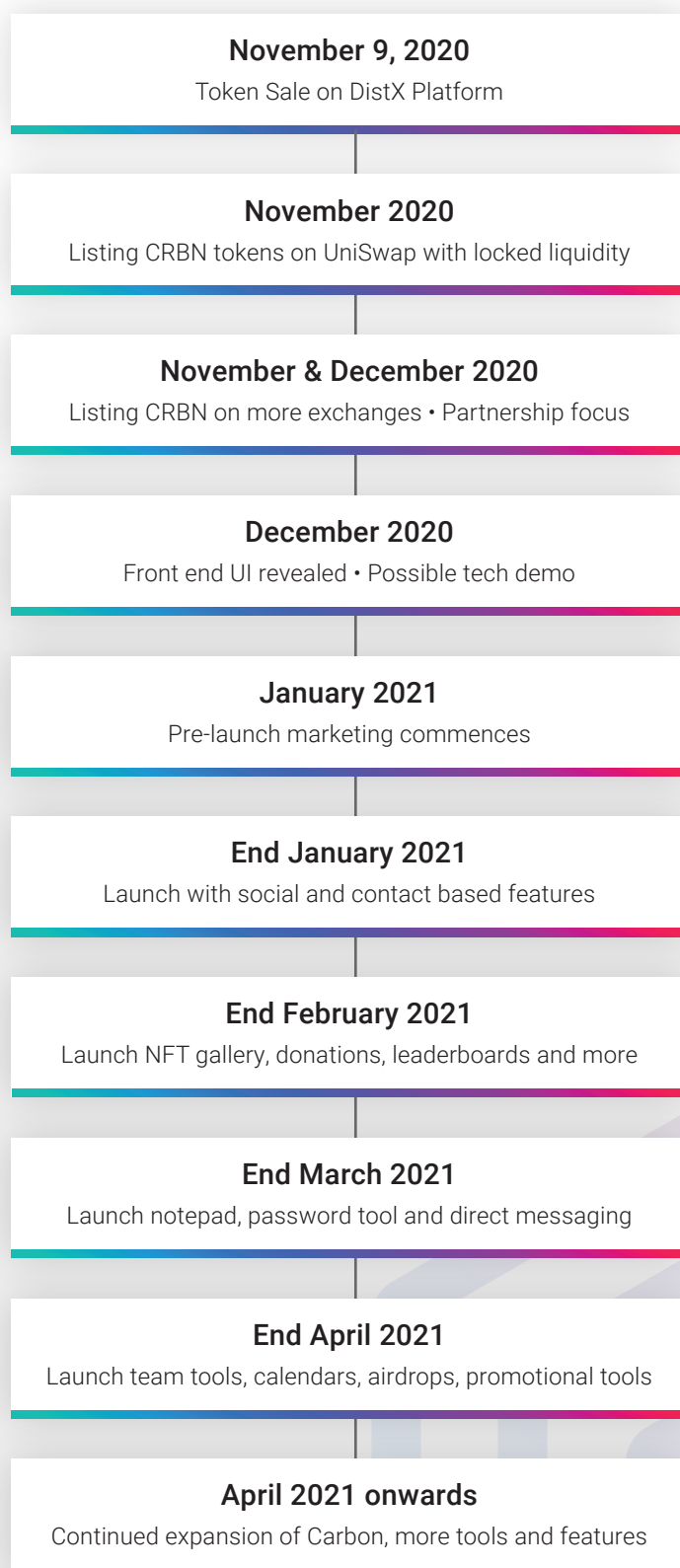
Token distribution



*ESOS Airdrop: Our previous token, ESOS, was given free to token holders based on an 2018 snapshot. We're offering them a 10:1 ratio for CRBN tokens to reward their loyalty. The snapshot for this has already been done so please DO NOT buy ESOS tokens to try and receive CRBN. Contact us for more details.

Roadmap

We present the following roadmap covering design, development, launch and marketing. As with all application development, dates should be used only as a guide. We will be open and transparent with how each stage is progressing.



Founders & Contacts

Our team is based in Perth, Western Australia and have previously worked on various blockchain and cryptocurrency projects including ClearPoll, DistX and more.

We have a team of contracted developers, designers and marketing specialists we can reveal in due time (if required). Carbon is a registered Australian company.



Rob Culley

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Developer
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Contact

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Web: crbn.io

Token Sale Terms, Conditions and Disclaimers

Please read these terms of token sale carefully. If you do not agree to these terms of sale, do not contribute to the token sale.

Your purchase of Carbon Tokens ("CRBN") during the CRBN sale period ("Sale Period") from distx.io ("distx.io", "Carbon", "we", or "us") is subject to these Terms of Sale ("Terms"). You and Carbon are each a "Party", and together the "Parties".

Restrictions:

Participants cannot purchase CRBN if there are applicable legal restrictions in their country of residence. Participants must agree that they are eligible to participate in the token sale in their region in accordance to their laws and regulations. The DistX Website and CRBN are only intended for sale to Participants who may lawfully offered CRBN for sale. Carbon will ask all prospective Participants to agree that they are not residents of our Restricted Jurisdictions, via the DistX platform.

By purchasing CRBN during the Sale Period and/or using CRBN in connection with the Platform (as defined below), you are bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at hello@crbn.io.

You and Carbon agree as follows:

1. Purpose and Use of CRBN tokens

Carbon is intended to be a decentralised platform allowing for CRBN tokens to be exchanged for access to services within the platform or held in various amounts to unlock tools on the Carbon platform. CRBN tokens may also be sent to other users via the Carbon app or any compatible ERC20 wallet.

1. General Terms

1.1. The terms of this TTS (the "Terms") set forth the general rules and procedure of the Token Sale by Carbon, as well as their purchase by Participants.

1.2. These Terms, including any Annex to this TTS, constitute a binding agreement between Carbon and Participants accessing the Website and/or providing payments to Carbon in connection with the Token Sale. The contents of the Website and websites accessible from hyperlinks on the Website, do not form an integral part of these Terms unless stated explicitly.

1.3. These Terms should be read carefully by each Participant. Each Participant must understand, irrevocably accept, and comply with these Terms at all times.

1.4. The cryptographic tokens referred to in these Terms are CRBN. CRBN are tokens existent on the Ethereum blockchain that can enable usage of, and interactions with Carbon, and the Project.

1.5. These Terms provide certain information with regards to purchasing and using CRBN.

1.6. These Terms do not purport to contain all information relating to CRBN. In particular, they are not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to purchase CRBN, and must not be considered as providing complete information in relation to such a decision.

By using the distx website and/or purchasing crbn, you agree to these terms in their entirety.

It is understood and presumed that by the facts of use of the website and purchase of CRBN, the respective participant has fully read, understood, and irrevocably accepted these terms. If any participant does not agree with these terms in general or any part of it, such user should entirely withhold from using the website and/or purchasing CRBN.

If you do not agree to all of these terms, please do not participate in the token sale.

Your transfer of cryptocurrencies to carbon or your access to and use of the website constitute your acceptance of and agreement to abide by each and every rule and provision of these terms, including our privacy policy that is hereby incorporated in these terms by reference. If you are using the website on behalf of your organisation, that organisation accepts these terms.

Note that these terms have not yet been approved by any regulator, competent authority, or authorised person in general, and specifically not within the meaning of a competent authority according to law. Therefore, relying on this document for the purpose of purchasing CRBN may expose you to a significant risk of loss of all assets. Only risk capital that your can afford to risk.

2. Representations and Warranties

2.1 By purchasing CRBN, the contributor represents and warrants that he/she:

- understands that Token Sale shall be take place on the DistX Website;
- has read and understood the terms of this TTS (including the risk factors set out in Annex A of this TTS, and any accompanying Carbon documents);
- understands that the content of the Whitepaper, the Website, including blog, social media and any press release or article regarding Carbon or CRBN or public statements, are nonbinding, and are subject to change by Carbon at its sole discretion. They are not part of these Terms, and must not be held as modifying or amending them in any way;
- understands and accepts that the development and execution of the Project is solely and exclusively of the competence of Carbon, and Carbon shall be free to decide on the way of its development and execution at its sole discretion;
- understands and accepts that the scope of the development CRBN will be dependent on, and triggered by, the amount contributed and raised in the Token Sale;
- understands and acknowledges that the Project is in development, and may need to go through substantial development works; so the Project may have to undergo conceptual, technical, legal, and commercial changes before release at the sole discretion of Carbon;

• has the necessary authority and consent to accept this Agreement, to enter into a binding agreement with Carbon, and to perform the obligations set out herein;

• understands that the purchase of CRBN is not in any way a purchase of equity, asset, bond, security, derivative, or debt from Carbon or any other associated entities;

• acknowledges that CRBN is not a financial or securities instrument and that it is made for mere participatory access and involvement on the Carbon Platform;

• has an understanding of the functionality, usage, storage, transmission mechanisms, and intricacies of cryptographic tokens, digital token wallets, and blockchain-based software systems;

• has obtained sufficient understanding about the future use, and functionality of Carbon and CRBN to make an informed decision to purchase CRBN pursuant to this TTS;

• is not prevented by legislation and/or regulations from purchasing, and is otherwise legally permitted to purchase, CRBN in the contributor's jurisdiction;

• is of a sufficient age to purchase CRBN legally in whichever jurisdiction he/she is domiciled;

• if he/she purchases CRBN for or on behalf of an entity or person, he/she is authorized to accept this TTS and enter into a binding agreement with Carbon on such entity's or person's behalf;

• if he/she makes a purchase of CRBN for or on behalf of an entity, such entity is duly incorporated, registered, and validly existing under the applicable laws of the jurisdiction in which the entity is established, and is legally permitted to purchase CRBN in that jurisdiction;

• will have to take full responsibility for any restrictions and risks associated with the purchase of CRBN as set out more fully in Annex A of this TTS;

• is not purchasing CRBN for the purpose of speculative investment, and will only risk the amount of capital they can afford to lose if Carbon or CRBN is exposed negatively to any of the risks outlined in Annex A.

2.2 The contributor understands, acknowledges and agrees that:

A. to the fullest extent permitted by law, Carbon provides no warranties hereunder, of whatsoever nature, whether express or implied, and that CRBN are purchased on an "as is" basis;

B. he/she accepts sole risk for the purchase of CRBN, the creation and issue of CRBN, and the development and deployment of the Carbon Platform carries financial, regulatory and reputational risks, including but not limited to those set out in Annex A of this TTS, and that he/she accepts and assumes the sole risk for the purchase of CRBN;

C. the Carbon online services, solutions and Websites including, but not limited to, the Project, are currently being developed and may undergo significant changes before final release, or may not have a final release;

D. while Carbon will make reasonable efforts to continue to develop the features of its software, it is possible that there may never be an operational and completed Project with the desired features. It is also possible that, even if Carbon releases a desired version of the Project, due to a lack of public interest in decentralised applications the Carbon Platform could be suspended/terminated.

3. Presale Purchases

3.1. At any time prior to CRBN being made generally available to the public for purchase via an ICO, Carbon may, at its sole discretion, sell a pre-allocation of CRBN, and/or a substitute token, to any number of contributors in a private placement ("Presale Purchase").

3.2. The amount of Presale Purchases available will be limited to 25,000,000 CRBN.

3.3. The Token Sale of CRBN will be denominated in ETH. The value of ETH may fluctuate and Carbon and Carbon may not be able to develop or maintain its software as intended should such fluctuations detrimentally and materially affect the value of ETH.

4. Carbon Token Sale and Pricing

4.1. The Carbon token sale is to be run at the sole discretion of Carbon. Carbon reserves the right to change the dates of any CRBN sale period for any reason whatsoever.

4.2. The standard price of CRBN in its token sale "Crowdsale" is 7500 CRBN per ETH.

5. Purchase Procedure

5.1. To make a presale Purchase, or to purchase CRBN during the main sale, the contributor must use the DistX platform.

5.2. The contributor understands, acknowledges, and agrees that:

• Carbon do not have any control or influence over, and does not represent or warrant as to the availability or functionality of, any third-party website, service or technology;

• and Carbon will not be liable to the contributor for any losses suffered as a result of the contributor's use and/or interaction with such a website, service or technology, howsoever caused.

5.3. There will be no distribution of CRBN to any contributor during the token sale period. Contributors will receive a DISTXR token in their contribution wallet, which can be redeemed for their allocation of CRBN tokens at a time after the token sale is completed.

6. Security of Contributions

6.1. Having purchased CRBN, the contributor understands, acknowledges and agrees that:

• it is the contributor's sole responsibility for securing the electronic wallet, vault, or other storage mechanism you use to purchase CRBN;

• it is the contributor's sole responsibility to ensure that any electronic wallet which contains purchased CRBN is sufficiently secured at all times;

• Carbon shall not be responsible for any security measures relating to your receipt, possession, storage, transfer, or potential future use of CRBN, nor shall we be under obligation to recover or return any CRBN, and we hereby exclude any and all liability for any security breaches or other acts or omissions which result in your loss of CRBN;

• Carbon does not guarantee the continued or eventual availability of the Carbon Platform; and CRBN may become unusable for any purpose desired by the contributor at the time of purchase.

7. Carbon and Rights of CRBN Holders

7.1. Any software developed by Carbon Chain Pty Ltd, whether or not developed using the proceeds of sale of CRBN, may give rise to other software solutions, networks, products and/or services which may have their own membership and/or participation criteria and neither the contributor, nor any other CRBN holder, will be entitled to participate or interact with such software solutions, networks, products and/or services, by simple virtue of the fact that they are, or have previously been, a holder of CRBN.

7.2. Ownership of CRBN tokens do not carry any rights, express or implied, other than the right to use CRBN as a means to obtain Services, and to enable usage of and interaction with the Carbon Platform, if successfully completed and deployed. In particular, you understand and accept CRBN do not represent or confer any ownership right, stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights, or any other form of participation in or relating to the Platform and/or Carbon and its corporate affiliates, other than rights relating to the receipt of Services and use of the Platform, subject to limitations and conditions in these Terms.

7.3. Contributor understands, acknowledges, and agrees that CRBN do not represent or confer any ownership right or stake, share or security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Carbon and Carbon or the Carbon Platform, other than access to the Carbon Platform subject to such terms of use as may apply from time to time.

7.4. CRBN is not intended to be a security, commodity or any other kind of financial instrument. CRBN is a utility token. Furthermore, Carbon is not intended to be marketed, offered for sale, purchased, sold or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.

7.5. The purchase price of CRBN is exclusive of all applicable taxes. The contributor acknowledges and agrees that he/she is responsible for:

- determining what, if any, taxes apply to the purchase of CRBN, including, for example, sales, use, value added, and similar taxes; and

- withholding, collecting, reporting and remitting the correct taxes to the appropriate tax authorities.

7.6. Carbon is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the contributor's purchase and/or use of CRBN.

7.7. The contributor understands, acknowledges, and agrees that, the regulatory status of cryptographic tokens and distributed ledger technology is neither settled, nor clear, in many jurisdictions. There can be no assurance that laws and regulations will not be promulgated in various jurisdictions that might adversely impact the operations of Carbon, the Carbon Platform developed and/or CRBN.

7.8. Operations of Carbon, its platform, systems, and networks, together with CRBN and its associated networks, are subject to attacks by hackers or miners in the course of validating transactions on the Ethereum blockchain. Because much of Carbon's software is based on open-source software, there is a risk that a third party may introduce a weakness to the core infrastructure of the same, or that such a weakness may already exist, whether or not known.

8. Know Your Customer

8.1. Each Participant acknowledges and agrees that Carbon shall not be held liable for any false or misleading information that you communicate to Carbon or to its third-parties engaged, and you shall fully indemnify Carbon and its directors in the event of any claim, loss, or damage (including reputational damage) in relation to a breach of applicable and KYC regulations.

8.2. Participants will agree that they are legally permitted to participate in the token sale in their region in accordance of their local laws and regulations. Carbon will not check identification. The onus is solely on the participant to confirm their eligibility before participating via the DistX platform.

9. Limitations on Liability

9.1. The contributor acknowledges and agrees that, to the fullest extent permitted by any applicable law, the contributor will not hold any of Carbon, and its respective past, present and future employees, officers, directors, contractors, consultants, attorneys, accountants, financial advisors, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns ("Carbon parties") liable for any damages or injury whatsoever caused by or related to use of, or inability to use, Carbon, Carbon platform or any associated software or platform under any cause of action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the Carbon parties will be liable for any indirect, incidental, special, exemplary or consequential damages, including loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or purchase, CRBN.

9.2. The contributor further specifically acknowledges that Carbon parties are not liable, and the contributor agrees not to seek to hold any of the Carbon parties liable, for the conduct of third parties, including other contributors of CRBN and any third-party intermediary used in facilitating the Carbon sale, and that the risk of purchasing and using CRBN rests entirely with the contributor.

9.3. To the extent permissible under any applicable laws, under no circumstances will any of the Carbon parties be liable to any contributor of Carbon for the purchase of CRBN.

10. Entire Agreement

10.1. This TTS sets out the entire agreement and understanding between Carbon and the contributor as to the Token Sale and supersedes any and all public statements about Carbon and the sale of CRBN made by any third party, Carbon or any individuals associated with any Carbon Parties, past, present and future.

10.2. Carbon reserves the right, at its discretion, to vary, change, modify, add to or remove any term or provision

of this TTS, at any time, promptly upon posting the amended agreement on its website. Any contributor will be deemed to have accepted such changes by subsequently purchasing CRBN.

10.3. In the event that the contributor does not agree to any provision or term of the applicable CRBN TTS from time to time, he/she should not purchase CRBN.

Annex A

Certain Risks Relating to Purchase, Sale, and Use of CRBN By purchasing, holding, and using CRBN, you expressly acknowledge and assume the following risks:

1. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or CRBN in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based 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 Carbon.io team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Carbon and CRBN, including CRBN's utility for obtaining Services.

2. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, CRBN are susceptible to attacks by miners in the course of validating CRBN 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 Carbon Platform and CRBN, including, but not limited to, accurate execution and recording of transactions involving CRBN.

3. Risks Associated with the Ethereum Protocol

Because CRBN and the Carbon Platform are based on the Ethereum protocol, any malfunction, breakdown, or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or CRBN. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to CRBN and the Carbon Platform, including the utility of CRBN for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

4. Risks Arising from Taxation

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

5. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of CRBN and 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. Regulatory actions could negatively impact the Carbon Platform and CRBN in various ways, including, for purposes of illustration only, through a determination that CRBN are a regulated financial instrument that require registration or licensing.

6. Risk of Losing Access to CRBN Due to Loss of Private Key(s), Custodial Error, or contributor Error

A private key, or a combination of private keys, is necessary to control and dispose of CRBN stored in your digital wallet. Accordingly, loss of requisite private key(s) associated with your digital wallet storing CRBN will result in loss of such CRBN. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet you use, may be able to misappropriate your CRBN. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store CRBN, including your own failure to properly maintain or use such digital wallet may also result in the loss of your CRBN.

7. Risks Associated with the Development and Maintenance of the Platform

The Platform is still under development and may undergo significant changes over time. This could create the risk that CRBN or the Carbon Platform, as further developed and maintained, may not meet your expectations at the time of purchasing CRBN. Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and the potential utility of CRBN, including its utility for obtaining Services.

8. Risk of Insufficient Interest in the Platform or Applications

It is possible that the Platform will not be used by a big number of people, companies, and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the Carbon Platform) more generally. Such a lack of use or interest could negatively impact the development of the Platform and the potential utility of CRBN, including its utility for obtaining Services.

9. Risks Associated with Markets for CRBN

CRBN are intended to be used solely on the Platform

This restricts the contemplated avenues for using CRBN to obtain Services or access the Platform, and could therefore create illiquidity risk with respect to CRBN you hold. Even if secondary trading of CRBN 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 market-related risks.

10. Risk of Dissolution

It is possible, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ethereum (or other cryptocurrencies), decrease in CRBN's utility (including its utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate.