

# TOKENS SALE GENERAL TERMS & CONDITIONS

Last updated: 26.11.2017

PLEASE READ CAREFULLY THESE GENERAL 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 GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE OR BUY TOKENS.

## SECTION 1. TERMS & CONDITIONS STATUS AND ACCEPTANCE

These General Terms & Conditions (hereinafter referred to as the “Terms”), including any and all Accompanying Documents, constitute a legally binding agreement between You and the Website Owner, as defined herein.

You must carefully read and comply with these Terms.

By using the Website and/or purchasing Tokens (each defined in Section 2 (Definitions) of these Terms), You are confirming to the Website Owner that You have fully read, understood and irrevocably accepted these Terms. If You do not agree with these Terms or any part of them, You are not permitted to use the Website and/or purchase Tokens.

## SECTION 2. DEFINITIONS

The following definitions mentioned throughout these Terms shall have the following meaning:

**Accompanying Documents** – other documents issued by the Website Owner in connection with Tokens Sale accompanying these Terms, being inalienable part hereof and

published on the Website (including, but not limited to the Whitepaper, Privacy Policies, Tokens Sale Policy, etc.).

**Account** – Your digital account on the Website, which You create to use the Website and check Your Tokens balance.

**Affiliates** – any persons or entities that have any relation to the Website Owner, including, but not limited to partners, employees, agents and contractors of the Website Owner.

**Agreement** – these Terms and any other rules, policies or procedures that may be issued by Team and published from time to time on the Website (including the Accompanying Documents).

**Applicable Law** – all laws, rules, regulations, guidance, codes and requirements applicable to these Terms, the Tokens and any and all relations between a User and the Website Owner.

**Cryptocurrency** – digital currency (e.g. Bitcoin (BTC) or Ethereum (ETH) or another) as specified on the Website and Whitepaper used by Users to purchase Tokens.

– a digital platform (not a legal entity), designated for the global trade and exchange of various computer games' digital products (digital items) between their owners with the use of Tokens. The development and launch of is the initial and main purpose of the Tokens Sale.

**Team** – creators of the idea and initiators of the Tokens Sale as presented on the main page of the Website, being experts in e-gaming industry.

**Tokens** – cryptographic tokens created by the Website Owner and distributed among Users as proof of a right for the use of the platform, if it is successfully produced and launched in accordance with the terms set out on the Website and in this Agreement.

**Tokens Sale** – an offering of Tokens to eligible participants to purchase Tokens during a specified period of time, according to the respective distribution phases and at the price as described on the Website and in this Agreement.

**Parties** – the Website Owner and You.

which You can use to purchase Tokens alongside with Your personal Cryptocurrency wallets.

**User** (also referred to as “You”) – eligible person who uses the Website, with or without prior registration and authorization using the Account and purchases Tokens.

**Website** – the website maintained and owned by the Website Owner at

**Website Owner** (also referred to as “**We**”) – a company incorporated by the Team in the jurisdiction of Cayman Islands for the purpose of Tokens Sale conduction, development and implementation, not being a financial entity, investment entity or a partner, employer, agent or adviser for You. All legal rights and obligations concerning the Tokens Sale shall belong to the Website Owner as a legal entity.

**Whitepaper** – one of the official Accompanying Documents published by the Website Owner on the Website, describing technical and marketing details of the Tokens Sale, the idea and purpose of Tokens functionality, as well as respective pricing and tokens distribution periods.

### **SECTION 3. PURCHASE LIMITATIONS**

BY PURCHASING, HOLDING, OR USING THE TOKENS, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES ARE INHERENTLY UNSTABLE AND AGREE TO ACCEPT THAT RISK, AND AGREE THAT WEBSITE OWNER IS NOT LIABLE FOR ANY LOSS THAT YOU MAY EXPERIENCE, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS DISCUSSED IN SECTION 8 HEREIN AND IN THE ACCOMPANYING DOCUMENTS.

THE WEBSITE AND/OR TOKEN IS INTENDED FOR MARKETING AND SALE TO PARTICIPANTS ONLY IN THOSE JURISDICTIONS IN AND TO THOSE PERSONS WHERE AND TO WHOM THEY LAWFULLY MAY BE OFFERED FOR SALE (THE “PERMITTED JURISDICTIONS”). YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND PURCHASE TOKENS IF YOUR PRIMARY RESIDENCE OR DOMICILE IS IN ONE OF THE PERMITTED JURISDICTIONS.

THE MARKETING AND SALE OF THE TOKENS IS BEING MADE IN THE PERMITTED JURISDICTIONS ON THE BASIS THAT THE TOKENS DO NOT CONSTITUTE A SECURITY, FINANCIAL INSTRUMENT OR OTHERWISE REGULATED INVESTMENT IN THOSE JURISDICTIONS SUCH THAT THE PROSPECTUS OR OTHER DISCLOSURE REQUIREMENTS AND OTHER INVESTOR SAFEGUARDS THAT WOULD APPLY TO A SECURITIES OFFERING WILL NOT APPLY TO THE ISSUANCE AND SALE OF THE TOKENS IN THE PERMITTED JURISDICTIONS. IN ADDITION, IS NOT REGULATED IN THE PERMITTED JURISDICTIONS AND IS NOT REQUIRED TO BE REGISTERED WITH, OR LICENSED OR AUTHORIZED BY, RELEVANT AUTHORITIES IN THE PERMITTED JURISDICTIONS.

IS NOT A STOCK OR ANY OTHER INVESTMENT INSTRUMENTS EXCHANGE. TOKENS ARE NOT SECURITIES AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH, AND THE OFFER OF TOKENS HAVE NOT BEEN REGISTERED WITH ANY GOVERNMENT ENTITY. TOKENS DO NOT REPRESENT ANY SHARE, STAKE, DEBT OR SECURITY OR EQUIVALENT RIGHTS, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO RECEIVE FUTURE REVENUE OR PROFIT SHARES OR INTELLECTUAL PROPERTY RIGHTS OF OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF , AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF .

IF YOU'RE PRIMARY RESIDENCE OR DOMICILE IS NOT IN ONE OF THE PERMITTED JURISDICTIONS, YOU ARE NOT PERMITTED TO PURCHASE TOKENS DUE TO THE RISK OF CERTAIN REGULATORY AND TAX ISSUES AND THE WEBSITE OWNER RESERVES THE RIGHT TO REFUSE TO SELL TOKENS TO YOU.

THE WEBSITE OWNER SHALL RESTRICT OR PROHIBIT CERTAIN ENTITIES AND/ OR JURISDICTIONS FROM USE OF WEBSITE AND PARTICIPATION IN TOKENS SALE. PLEASE REFER TO THE TOKENS SALE POLICY FOR DETAILED INFORMATION.

#### **SECTION 4. GENERAL PROVISIONS**

These Terms and Accompanying Documents are effective and binding on You whenever You use the Website.

This document or any other document produced by the Website Owner, as well as the Website, and any of their content, does not constitute an offer or solicitation to sell shares or securities. None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer and shall not be construed as investment or financial product.

You acknowledge and accept that these Terms, Accompanying Documents and/or the Website are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion. Your continued use of the Website after any amendments or alterations of these Terms, Accompanying Documents and/or the Website shall constitute Your consent and acceptance of any such changes, modifications, amendments, alternations or supplements. The date of the most recent amendments and alterations will be indicated at the top of these Terms.

You acknowledge and accept that the Website Owner reserves the right at any time, in its sole and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason.

By using the Website, You covenant, represent, and warrant that (under the Applicable Law and law of Your country of residence):

- You are of an age of majority in the jurisdiction where You are a resident and are able to enter into this Agreement (at least 18 years of age), and meet all other eligibility and residency requirements, and are fully able and legally competent to use the Website, and enter into this Agreement with the Website Owner and in doing so will not violate any other agreement to which You are a party;
- You have all necessary and relevant experience and knowledge to deal with cryptographic tokens, Cryptocurrencies and Blockchain-based systems, have a full understanding of their framework, are aware of all the merits, risks and any restrictions associated with cryptographic tokens (including their purchase and use), Cryptocurrencies and Blockchain-based systems, as well as the necessary and relevant expertise and knowledge to purchase, use and manage them, and are solely responsible for any evaluations

based on such knowledge;

- if You are a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into this Agreement on behalf of such corporation, governmental organization or other legal entity and bind them to these Terms;
- You will not use the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- You are not engaged in any illegal activity, including but not limited to money laundering and the financing of terrorism;
- You are not a resident or citizen of any jurisdiction in which Tokens Sale is banned or restricted according to Tokens Sale policy.

You shall not use the Website if You are prohibited from using it under the Applicable Law and/or law of Your country of residence. If You are in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of Tokens under Applicable Law and/or the law of Your country of residence, You should not access the Website and You are prohibited from accessing, referencing, engaging, or otherwise using the Website, including for the purchase of any Tokens.

Before using the Website and/or purchasing any Tokens, You are obliged to read carefully all Accompanying Documents that follow these Terms and regulate the Website usage and Tokens Sale procedure. The Accompanying Documents shall be regarded as an inalienable part of these Terms and their terms of use shall be the same as of these Terms. By using the Website, You confirm that You have fully read and understood these Terms and the Accompanying Documents and fully accept their respective terms.

The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but the Website Owner shall not be considered to make any recommendation or endorsement of any third party website or its content unless expressly stated by the Website Owner. The Website Owner does not guarantee or otherwise suggest or imply the safety of any third party website or the conformity of any such third party website with Your expectations. Furthermore, the Website Owner is not responsible for maintaining any materials referenced from another site, and makes no warranties, recommendation or endorsement for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

## **SECTION 5. USER'S WEBSITE REGISTRATION AND ACCOUNT**

For the purpose of proper use of the Website and Tokens balance check, You should register on the Website and create an individual Account with Your respective login and password. You are given access to an Account following Your provision of all information required by the Website Owner, authorization by the Website Owner and upon Your successful

creation of an Account. You warrant that any and all information provided for the purpose of Your Account creation and/or any other Website use is valid, current, complete and accurate. Registration data and other information about You is subject to the accompanying Privacy Policies available on the Website.

You hereby expressly consent that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the Website Owner of any unauthorized Account activity. You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or the Website Owner may suffer as a result of Your failure to do so.

You may deactivate Your registration with the Website at any time by sending respective request in the contact form on the Website. We may terminate Your use of and registration with the Website or freeze any transactions on platform at any time if You violate these Terms or any other Accompanying Documents of the Website Owner, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any other party, when we find such measures reasonable and/or necessary in a particular situation, without any refunds.

You are able to purchase Tokens without registration on the Website, using Your personal Cryptocurrency wallet . However, the registration on the Website is necessary to check the respective Tokens balance on Your Account. You are not permitted to use Cryptocurrency exchanges to purchase Tokens.

The Website Owner reserves its right to implement verification or token purchase limitation services on the Website at any time to verify certain eligibility requirements set forth by the Website owner or to limit certain residents from purchase of Tokens. Such measures might include, but not limited to: IP address verification or restriction, application of online verification systems and checkboxes, etc. For this purpose the Website Owner reserves its right to engage any third parties at its own discretion. Any of the verification or token purchase restriction measures might be modified by the Website Owner at any time.

By creating an Account, You also consent to receive electronic communications from Website Owner (e.g., via email or by posting notices to the Website). These communications may include notices about Your Account (e.g., password changes and other transactional information) and are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send to You electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information We think will be of interest to You. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

## **SECTION 6. INDEMNIFICATION**

To the extent permitted by Applicable Law, You shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, Affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder.

You shall not have any claim of any nature whatsoever against the Website Owner for any failure by the Website Owner to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to Tokens Sale, any economic instability, any advances in quantum computing or cryptography that impact Blockchain immutability, any malfunction, breakdown or abandonment of the Ethereum, Bitcoin or other Blockchain-based protocols, any volatility in the value of Cryptocurrencies, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, any political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by the Website Owner, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.

## **SECTION 7. NO WARRANTIES AND LIMITATION OF LIABILITY**

Any and all purchases of Tokens by any Users are final and non-refundable. By purchasing the Token, You acknowledge that neither Website Owner nor any of its Affiliates are required to provide a refund for any reason, and that You will not receive money or other compensation for any Token that is not used or remains unused for any reason.

The Website and the Tokens are provided on an "as is" basis and without any representations or warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of Tokens and their use.

You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, neither the Website Owner nor its Affiliates shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise) resulting from:

the use of, inability to use, or availability or unavailability of the Website or the material, information, software, facilities, services or content on the Website;

Your purchase of the Tokens or Your use of them;

any change of the value of the Tokens or any Cryptocurrency;

the ability or inability to sell or transfer tokens, or the existence or nonexistence of any platform to exchange Tokens for fiat currencies, Cryptocurrencies or cryptoassets, during or after the Tokens Sale;

any illegal or unauthorized use of the Website or purchase or use of the Tokens;

the use or purchase of any third-party websites (other than the Website) or other internet-resources that copy the Website or propose to sell Tokens;

the resale or exchange or attempted resale or exchange of any fiat currency, Cryptocurrency or cryptoasset;

the product failing to be suitable for the special or particular purpose You intend, or the failure of any services on or related to the Website, including online Cryptocurrency services, assets or platforms or the information, images or audio contained or related to the Website;

the Website being infected with any malicious code or viruses; and

the manifestation or materialization of any risk discussed in Section 8 herein or the Accompanying Documents.

The Website Owner shall not provide to You any refund possibility (payout liquidity) for the purchased Tokens. You understand and expressly agree that the Website Owner does not represent, warrant or guarantee in any way that the Tokens might be sold or transferred, or be saleable or transferable, or an ability or platform to exchange Tokens for fiat currencies, Cryptocurrencies or cryptoassets, during or after the Tokens Sale. Website Owner further does not make any representations or warranties with respect to the regulatory oversight or the use or security of any such exchange.

You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning Your use of the Website and Your use and purchase of the Tokens

The Website owner does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Your use of the Website and its services, including Cryptocurrency services, assets or platforms, and any information, images or audio contained or related to the Website is at Your own risk.

If Applicable Law or the law of Your country of residence does not permit all or any part of the above limitation of liability or exclusion of warranties or disclaimer of implied terms in contracts to apply to You, the limitations, exclusions and disclaimers will apply to You only to the extent permitted by Applicable Law.

The Website Owner does not guarantee that its Website cannot be copied in part or in full by any persons with fraudulent aims. The Website Owner hereby expressly warns You that



You should not enter, use or purchase any Tokens or tokens similar to Tokens from any other sources, except for the Website.

## **SECTION 8. RISKS OF TOKENS & LIMITATIONS OF LIABILITIES**

You understand and acknowledge that Tokens, Blockchain-based technologies, Ethereum, and other associated and related technologies are not exclusively controlled by the Website Owner and adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Website Owner's performance under these Terms and/or the Accompanying Documents. As such, the purchase of Tokens carries with it a number of risks. Prior to purchasing Tokens, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks associated with purchasing and holding Tokens are unacceptable to You, You should not purchase Tokens.

It is possible that due to a number of reasons outside of the Website Owner's control, including but not limited to, changes in regulatory or intellectual property law, technological advancements, decreases in token or Cryptocurrency utility, social or economic reforms, the failure of commercial relationships, or the malfunction, breakdown or abandonment of the Ethereum Protocol, Blockchain-based technology, Bitcoin, Ethereum and other related technologies may dissolve, disappear, be abandoned or otherwise no longer operate, or operate with material impairments.

The market value of Cryptocurrencies (and, therefore, the market value of the Tokens) may go up or down, and the market value of Cryptocurrencies has demonstrated extreme volatility. Any cryptographic tokens may not have market value. You should expect fluctuations, both down and up, in the market value of Tokens that you purchase, if any, and such fluctuations may be extremely volatile, including price crashes that may occur in the event of political or economic crises that cause a large-scale sell-off of Tokens. In addition, there may not be a market for resale of the Tokens or exchanging Tokens for fiat currencies, and the Website Owner cannot and does not guarantee market liquidity for Tokens or the ability to exchange Tokens for fiat currencies by purchasers of Tokens.

The regulatory landscape with respect to Cryptocurrencies and cryptographic tokens, including Tokens, is evolving. There may be uncertainty in the regulatory treatment of Tokens and the Tokens Sale in jurisdictions where the Tokens Sale is conducted.

There may be restrictions on the sale and purchase of Cryptocurrencies in certain jurisdictions, including outright prohibition or a requirement that the sale or purchase must take place on a regulated exchange or trading venue. These restrictions may become more prohibitive over time. There is, therefore, a risk that purchasers of the Tokens cannot access a regulated exchange or trading venue in their jurisdiction, or any other jurisdiction, and may, therefore, find it difficult to sell the Token. There are additional risks presented by any potential token exchange service provider, if any, which might be subject to poorly-understood regulatory oversight.

Unlike certain accounts with financial institutions, Tokens are not insured by any governmental or regulatory entity (such as the Federal Deposit Insurance Corporation). In the event of loss, or the loss of utility value, You may not have recourse (and shall never have recourse against the Website Owner in accordance with these Terms) unless You obtain private insurance for Your Tokens.

It is Your obligation to determine the tax characterization of Tokens. You may experience adverse enforcement or other consequences in connection with purchasing the Tokens.

It is possible that alternative networks or platforms could be created that utilize the same or similar open-source codes and protocols that underlie the and the Tokens. Competition from such networks or platforms could negatively impact the performance of and/or the value of Tokens.

It is possible that the will not be used by a large number of individuals, and other entities and that there will be limited public interest in the or distributed ecosystems more generally. Such a lack of interest could negatively impact the development of the and potential use of it. Therefore, the success of the cannot be predicted.

is currently under development and may undergo significant changes before release. Any expectations regarding the form and functionality of the held by You may not be met upon release of the , for a number of reasons including a change in the design and implementation plans and execution of the implementation of the . Further, due to market value fluctuations of the Cryptocurrency used to purchase , Website Owner may be unable, despite its good faith efforts, to adequately finance the creation, deployment, maintenance and/or operation of , which may adversely impact the value and utility of Tokens.

Due to the risks associated with the Cryptocurrency and digital tokens market (including those described in this Section), it is possible that an official completed and operational version of the may not be released. Further, despite Website Owner's good faith efforts to develop and maintain (if deployed), it is possible that will experience malfunctions or otherwise fail to be adequately developed or maintained, which may individually or collectively negatively impact and the value of Tokens.

Despite Website Owner's good faith efforts to exclude any viruses from the Website and secure the network and technologies interacting with it is possible that one or more third-parties can or will introduce malicious code or other viruses into the open-source software and code underlying and/or create, undercover or exploit weaknesses in the security of the cloud-based services used by the Website Owner. Such events may impact the continued development, deployment or operation of and/or the value of Tokens.

There are risks associated with using Tokens, including, but not limited to, the

failure of hardware, software and Internet connections. The Website Owner is not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any disruption, distortion or delay in its delivery or receipt, however so caused.

Security measures have been implemented to ensure the safety and integrity of any of the services related to the Tokens Sale. However, despite this, You acknowledge that information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

You acknowledge that there may be risks associated with the Tokens and/or not being regulated in the jurisdictions in which the Tokens may be purchased, including the risks of retroactive regulatory applicability. The Team is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if changes impact operations of Tokens. None of the Website Owner, the Team or any of their respective Affiliates are a financial institution or currently under supervision of any financial supervisory authority. The Website Owner does not provide any licensed financial services, such as investment services, fund management or investment advice. The Tokens Sale is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus or similar disclosure regulations in the jurisdictions in which the Tokens may be purchased.

It is possible that even if the Token launch threshold is met, the funds will be insufficient (particularly given the volatility of Cryptocurrency value) to feasibly develop, possibly causing the effect that You may not be able to participate in any intended or implied projects. By holding Token, You acknowledge that You understand that while every effort will be made to develop and launch the, it is possible that it will never be realized due to the aforementioned reasons.

There may be additional risks that cannot be anticipated or foreseen due to the incipience of cryptographic token technology, Blockchain-based technology, Bitcoin, Ethereum and related technologies.

## **SECTION 9. INTELLECTUAL PROPERTY RIGHTS**

The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the Tokens and his activities generally and there are no implied licenses under this Agreement.

The logo and any product or service names, logos or slogans that may appear on the Website or service are trademarks of the Website Owner or Our affiliates and may not be copied, imitated or used, in whole or in part, without Our prior written permission. You may not use any metatags or other “hidden text” utilizing “Tokens” or any other name, trademark or product or service name of Us or Our affiliates without Our prior written permission. In addition, the look and feel of the Website and its content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service

mark, trademark or trade dress of the Website Owner and may not be copied, imitated or used, in whole or in part, without Our prior written permission. All other trademarks, registered trademarks, product names and names or logos mentioned on the Website are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by the Website Owner.

## **SECTION 10. APPLICABLE LAW AND DISPUTE RESOLUTION**

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the United Kingdom (Applicable Law).

To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit the respective claim to the binding arbitration with the Rules of Arbitration of International Chamber of Commerce. The claim is to be reviewed by one or more arbitrators appointed in accordance with the said rules. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Website Owner (a) waive Your and Website Owner's respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and (b) waive your and Website Owner's respective rights to a jury trial. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may be issued by the Website Owner and published from time to time on the Website), without regard to conflict of law rules or principles. The place of arbitration shall be London. The language of the arbitration shall be English.

## **SECTION 11. MISCELLANEOUS**

**Termination and Suspension.** Notwithstanding anything contained herein, the Website Owner reserves the right, without notice and in its sole discretion, to terminate these Terms, suspend Your right to access the Website, and delete or deactivate Your Account and all related information and files in such Account without liability to You, including (but not limited to) in case of Your breach of these Terms or if the Website Owner believes You have committed fraud, negligence or other misconduct. You may terminate these Terms without notice by discontinuing use of the Website. All rights granted to You under these Terms will immediately be revoked upon the Website Owner's termination of these Terms or suspension of Your access

to the Website. In the event of any Force Majeure Event (as defined in "Miscellaneous" Section), breach of this Agreement, or any other event that would make the provision of services commercially unreasonable, the Website Owner may, in its discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of its services or the Website.

**Entire Agreement.** This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

**Assignment.** The Website Owner may, at its sole discretion, assign any of its rights and/or delegate its duties under this Agreement (including, but not limited to, all intellectual property rights for all the intellectual property rights objects created during or referring to Tokens Sale, as well as the platform itself) to any third party at any time. Further, for the purpose of project implementation the Website Owner reserves its right to create specific corporate structure with various entities in different jurisdictions and assign any of its rights (including right of ownership for the collected funds) to any of such entities upon Website Owner's discretion. You may not assign Your rights or delegate Your duties as Website User and Tokens purchaser, and any assignment or delegation without the previous written consent of the Website Owner shall be null and void.

**Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

**Communication and Notices.** Any communication concerning these Terms execution and/or violation should be conducted only via Your email and through the Website Owner's contact form on the Website. Your official email for communication shall be deemed the email specified by You during the Account registration process. The one and only language of the communication shall be English. The Website Owner may provide any notice to You under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with Your account. Notices the Website Owner provides by posting on the Website will be effective upon posting and notices Website Owner provides by email will be effective when such email is sent. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when Website Owner sends such email, whether or not You actually receive or read the email.

**Tax Issues.** The Website Owner makes no representations concerning the tax implications of the sale of Tokens or the possession or use of them. You bear the sole responsibility to determine if the purchase of Tokens with Cryptocurrency or the potential appreciation or depreciation in the value of Tokens over time has tax implications for You in Your home jurisdiction. By purchasing Tokens, and to the extent permitted by law, You agree to be solely responsible for any applicable taxes imposed on, and agree not to hold the Website Owner liable for any tax liability associated with or arising from the purchase of Tokens. All fees and charges payable by You are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon the Website Owner's request, You will provide it any information it reasonably requests to determine whether it is obligated to collect VAT from You, including Your VAT identification number. If any deduction or withholding is required by law, You will notify the Website Owner and will pay the Website Owner any additional amounts necessary to ensure that the net amount that the Website Owner receives, after any deduction and withholding, equals the amount the Website Owner would have received if no deduction or withholding had been required. Additionally, You will provide the Website Owner with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority

**State Policies.** The Website Owner and its Affiliates strictly follow anti-money laundering (AML), "know your customer" (KYC) and other banking or government regulations in respective jurisdictions. You fully agree to assist the Website Owner in fulfillment of the mentioned regulations and provide any necessary information if such is required from You by the authorized authority.

**Further Assistance.** You shall cooperate with and assist the Website Owner in connection with any investigation, examination or enquiry by any government entity. You shall promptly provide the Website Owner with any documents, certification, record or other information it may request in connection with such investigation, examination or enquiry.

**Force Majeure Events.** Website Owner shall not be liable for any loss or damage arising from any event beyond its reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond its reasonable control (each, a "Force Majeure Event").

**Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

\* \* \*