

ICURY Token Terms of Use

Last Update: October 1, 2019

These Terms and Conditions (the 'T&Cs') determine Your legal rights and obligations which include but are not limited to waivers of specific rights and limitation of liability. They govern Your use of the Website, your acquisition, sale and Use of the Tokens, and also, to a certain extent, your use of platforms developed and maintained by Icecat NV, Amsterdam, The Netherlands and its affiliated companies (the 'Group'). Please read and understand them carefully before you move ahead. If you do not agree to any of these T&Cs then you should immediately cease the use of the ICURY website: icury.com (the 'Website') and delete any information collected from it and refrain from use, purchase, sale or conduct of any other transaction related to ICURY.

1. Introduction

1. These T&Cs including the Website, constitute a legally binding agreement between the Issuer and any and all Users as defined herein in the *Definitions* (Clause 2 "Definitions").
2. Every person accessing the Website and/or using the Token accepts, by performing these actions, the T&Cs. Continued usage of the Website or the use of the Token means that the User complies with the provisions of these T&Cs and provide valid consent to the same as per the laws applicable to you.
3. Users are recommended to immediately read and understand these T&Cs as it is implied that they consent to all the provisions of the T&Cs, through their continued usage. If You do not agree with these T&Cs in general or any part of thereof, such Users should refrain from the use of the Website or the Tokens in any form.
4. In addition to consent through continued usage, Your

consent for the Use of the Ecosystem, the Website and/or its additional features can also be provided by use of any authentication including by completing any required forms or through Use of the Website or clicking on any required buttons/links on the Website or through email or by use of any other authentication options provided by the Issuer or through any other mode that is commonly used in the industry and is permitted by law.

2. Definitions

The terms defined below in this section will have the meaning assigned to them here throughout this entire document unless explicitly mentioned otherwise:

1. *'Account'* means a User's digital account created and maintained in the Token administration system of Issuer or elsewhere, or any other account, which is used to acquire Tokens during a Token Offering and later to store, view and Use the Tokens in other permitted ways. Only authorized Users have a right to acquire Tokens on the terms provided herein.
2. *'Airdrop'* means the free distribution of Tokens to a User that meets certain criteria as defined by Issuer. An Airdrop and its distribution criteria can be updated, amended or cancelled at the sole discretion of Issuer at any time without prior notification.
3. *'Affiliated Parties'* means any persons or entities that are related to the Team, including, but not limited to partners, employees, agents and contractors of the Issuer.
4. *'Agreements'* mean these T&Cs, the agreement(s) that are governed by these T&C's and any other rules, policies or procedures that may be issued by the Team and Issuer and published from time to time on the Website.
5. *'Applicable Law'* means the laws of The Netherlands.
6. *'Cryptocurrency'* means digital currency, represented by

Ethereum (ETH) or any other permitted digital currency used by Users to purchase Tokens, in so far applicable.

7. *'Party'* refers to either the Issuer or the User who are bound by these T&Cs and/or who have entered in agreement(s) that are governed by these T&C's and *'Parties'* refer to both of them together.
8. *'Use'* means use of the Website in any manner and/or use of the Token(s) in any manner including but not limited to earn, receive, acquire, sale, purchase, trading and transfer.
9. *'User'* (also referred to as *"You"* or *"Your"* as required) means any person who uses the Website with or without prior registration and authorization using the Account and/or who has entered in contractual relations with the Issuer regarding earning, receipt, purchase, acquisition, sale and/or use of the Token, or who uses the Token in general. The Issuer reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users to participate in a certain phase of Token Offering (i.e., accredited participants, etc.) as shall be mentioned on the Website.
10. *'Team'* means the creators of the Ecosystem, platforms and initiators of the Tokens as presented on the main page of the Website, who are experts in their respective fields and involved in the development of the Platforms and other infrastructure.
11. *'Tokens'* means (cryptographic) tokens, to be used on the platforms within the Ecosystem, granting its user limited rights as specified in this document. The Tokens are digital assets (that operate by so-called blockchain and/or Distributed Ledger Technology) that are released by the Issuer during a Token Offering or through other methods. The mentioned Tokens would be released in compliance of the laws of the Country where they will be released, without prejudicing the choice of Law that Parties made, as under d. (*'Applicable Law'*). Tokens are

not intended to be a commodity or any other kind of financial instrument or money, do not represent any share, stake, option, debt or security or equivalent rights, including, but not limited to, any right to receive future revenue shares, interests and intellectual property rights, and do not represent any ownership right except regarding to ownership of the Token itself.

12. *'Ecosystem'* means an ecosystem of product information management and syndication systems (the *'Platforms'*) and other ventures of the Group in which the Tokens might be used.
13. *'Token Offering'* means an offering of Tokens to eligible Users to earn, acquire or purchase Tokens which can be used in the Ecosystem, for example through an Airdrop. The Tokens might be available through a Token Offering for a limited period of time, and might be available in the future through processes as described on the Website, or elsewhere. A Token Offering might be subject to Know-Your-Customer (*'KYC'*) and Anti-Money-Laundering (*'AML'*) guidelines.
14. *'Issuer'* means Icecat Content Sourcing OÜ, a company that is incorporated under the laws of Estonia for the purpose of developing, running and implementation of a Token Offering. The Issuer is not a financial entity, investment entity, investment advisor, financial consultant or a partner, employer, agent or adviser for any User, and does not promise or guarantee any profit distribution or Token value increase, doesn't develop or manage the Ecosystem or doesn't take any other action that is expected to (indirectly) contribute to a value increase of the Token.
15. *'Website'* means the website at icury.com, which is maintained, and operated by the Issuer, including (technical) whitepapers, manuals and other information. This Website does NOT in any way constitute a prospectus for the purpose of Article 3 of Directive 2003/71/EC of

the European Parliament and of the Council, and amendments thereto (including those resulting from Directive 2010/73/EU). In case of any discrepancies between Website and the T&Cs, the latter shall apply. Only the Website and these T&Cs form the legal basis of an Agreement with You.

3. General Provisions and Notes

- 1. Important Note for residents of United States of America, People's Republic of China and Singapore and their overseas territories or possessions and countries under US Sanctions, and other countries where a Token Offering is forbidden or restricted ('Restricted States')***: The citizens, people domiciled in the Restricted States and residents of the Restricted States are not eligible and not allowed to participate in a Token Offering as well as in a Token Offering referral program owing to regulatory issues. The same restrictions also extend to residents of all other jurisdictions where US Sanctions are in force including Iran, North Korea, Syria, Sudan and North Korea. The restrictions on Use of the Website and Tokens remain at all stages and they are not eligible to obtain the Tokens through any manner or any transaction including our Referral Program. The above-mentioned restrictions also extend to companies or other legal entities created and/or owned by citizens and residents of the Restricted States. Your continued Use of the Website and/or the Tokens means that you are not domiciled resident or a citizen of a Restricted State or own a company or other legal entity based in the Restricted States. For other Users, if you become domiciled, resident or a citizen of a Restricted State or own a company or other legal entity based in the Restricted States, you will immediately cease to Use the Website and/or Token and inform the Issuer immediately.

2. The User is bound by these T&Cs from the time the User begins using the Website, including by purchasing tokens from any country during an offering period and/or using them in connection with the platforms. The Users may withdraw from their obligation under the T&Cs at any time by discontinuing the use of the Website and surrendering the Tokens held by them without any compensation or any other claims of any form against the Issuer, Team or company within the Group.
3. As a citizen or resident of any of the Restricted States, You are responsible to determine whether a legal exemption is applicable to You or applicable to participating in an Airdrop or acquiring a Token for the sole purpose of using a service of the Ecosystem, or otherwise making Use of the Token at any stage and through any means.
4. The User acknowledges and accepts that these T&Cs are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Issuer's sole discretion. The User's continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User's consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.
5. The User acknowledges and accepts that the Issuer reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason.
6. By using this Website You as a User covenants, represents, and warrants that (under the Applicable Law and law of the country of User's residence and citizenship):
 - You are of an age of majority to enter into these Agreements (at least 18 years of age),

- meet all other eligibility and residency requirements, and is fully able and legally competent
- to use the Website, enter into agreement with the Issuer and in doing so will not violate any other agreement to which he (she) is a party;
- You have the necessary and relevant experience and knowledge to deal with (cryptographic) tokens, cryptocurrencies and blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their acquisition, purchase and/or use), cryptocurrencies and blockchain-based systems, as well as knows how to manage them, and is 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 the corporation, governmental organization or other legal entity and bind them to these terms;
- You will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- You are not a resident or citizen of the Restricted States as specified in clause 3.1. hereof.

7. A User shall not use the Website if under the Applicable Law and/or law of the country of User's residence, he (she) is prohibited from using it. Any User that is in any manner limited or prohibited from the acquisition, possession, transfer, use or other transaction involving any number of Tokens under the mentioned law should not access this Website and is prohibited from accessing, referencing, engaging, or otherwise using this Website.

8. Before using the Website and/or making any offer for acquiring, or purchase or purchasing any Tokens, a User is obliged to read carefully any information on the Website that follow these Terms and regulate the Website usage and Token Offering procedure. The Website shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these T&Cs. By using the Website each and any User confirms that he (she) has fully read and understood not only these T&Cs, but any relevant information on the Website and fully accepts their terms.
9. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Issuer. The Issuer does not guarantee their safety and conformity with any User expectations. Furthermore, the Issuer is not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. The Issuer 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.

4. Registration for Purchase and Use of Tokens

1. In case you fill in the requisite forms and/or complete additional procedures prescribed under these T&Cs and Website, an Account will be created by the Issuer for the purpose of participation in a Token Offering and Use of the Tokens in the future. This creation of an Account is being made at your sole request and with your chosen login details and password. You warrant that any and all information provided for the purpose of Your Account creation is valid, current, complete and accurate.

Registration data and other information submitted by You and used for the creation of the Account is used subject to the accompanying Privacy Policy and Website.

2. 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 details and password private and to immediately notify the Issuer 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 We may face as a result of Your failure to do so and the Issuer may undertake legal proceedings to recover any such losses.
3. You may request to deactivate or terminate your Account, at any time and for any reason by sending a request for the same. We may recover any dues which resulted from the use of your Account at the time of termination of the Account and/or even after the termination of the Account through all possible means if they are discovered after the termination of the Account.
4. We may terminate Your use of and registration with the Website at any time if You violate these T&Cs of the Issuer, at our sole discretion and without prior notice and/or without any liability or further obligation of any kind whatsoever to You or any other Party, when the Issuer finds such measures reasonable and/or necessary in a particular situation.

5. Indemnity

1. To the extent allowable under Applicable Law, the User shall indemnify, defend, and hold the Issuer and/or its subsidiaries, Affiliated Parties, directors, officers, employees, agents, successors, consultants 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 Issuer arising out of a breach of any warranty, representation, or obligation hereunder.

2. You shall not have any claim of any nature whatsoever against the Issuer for any failure by the Issuer to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, power interruption(s), failure of computer and/or data(-processing) systems, shortage of labor or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to the Token Offering, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, 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 Issuer, for the supply of products under these T&Cs or any other authority or any other cause whatsoever beyond our absolute and direct control.

6. Exclusion of Warranties and Limitation of Liability Clause

1. Any and all purchases of Tokens through the Sale or any other future sales are final and non-refundable. By purchasing the Tokens, the User acknowledges that neither Issuer nor any other of its Affiliated Parties are required to provide a refund for any reason, and that the User will not receive or demand money or other compensation for any Tokens that is not used or remains unused for any reason.
2. This Website and the Tokens are provided on an "as is"

basis and without any 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 number of Tokens and their use.

3. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, the Issuer or its Affiliated Parties do not accept any liability for any damage or loss, including loss of any savings, business, revenue, or profits, or future profits or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the Tokens or their use by the User, regardless of the basis, upon which the liability is claimed.
4. You understand and agree that the Issuer and any of its Affiliated Parties shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value (if it is ever attributed to it) of the Tokens or cryptocurrency or Fiat currency. The Issuer shall not provide to the User any refund possibility (payout liquidity) for the purchased Tokens. The User understands and expressly agrees that the Issuer shall not guarantee in any way that Tokens might be sold or transferred during or after a Token Offering.
5. You understand and agree that it is Your sole obligation to ensure compliance with any legislation relevant to Your country of citizenship, residency or domicile concerning use of this Website and Use and buying of the Tokens, and that the Issuer should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the Tokens. In case of any change in legislation in Your country of citizenship, residency or domicile which makes the Use of the Website

and/or Tokens illegal, you agree to cease use of the Website and/or Tokens immediately and absorb any possible losses arising out of the same. You agree to be solely responsible for any applicable taxes imposed on Tokens that you propose to purchase hereunder.

6. The Issuer 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. The Issuer shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.
7. Acquisition of Tokens does not present an exchange of cryptocurrencies for any form of ordinary shares, and holder of any Tokens, issued by Issuer or acquired through any other manner is not entitled to any guaranteed form of interest, dividend or other revenue right unless specifically mentioned in the Website. Holders of the Tokens are only entitled to a limited right of the use of the Tokens in the Ecosystem in accordance with the terms set out herein.
8. If Applicable Law does not allow all or any part of the above limitation of liability to apply to You, the limitations will apply to You only to the extent permitted by Applicable Law. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning use of the Website, and that You should not accept any liability for any illegal or unauthorized use of the Website. You agree to be solely responsible for any applicable taxes imposed on Tokens that you propose to purchase or the services provided by the Website hereunder.
9. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts

with Users, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you. In case of those situations, the T&Cs will govern you to the maximum permissible limits.

7. Disclaimers

1. Any cryptographic tokens that possess value in public markets, such as Ether, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of Tokens should be prepared to expect similar fluctuations, both down and up, in the price of Tokens denominated in respective cryptocurrencies (e.g., ETH) or Fiat currencies (USD or EUR or any other fiat currency). Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Issuer cannot and does not guarantee market liquidity for Tokens. By purchasing Tokens, You expressly acknowledge and represent that You fully understand that it may not be possible to sell the Tokens in any markets, that volatility in pricing may be experienced and that you will not seek to hold the Issuer liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale, purchase, acquisition and/or Use of the Tokens.
2. 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 are unacceptable to You, You should not purchase Tokens. By purchasing Tokens, and to the extent permitted by Applicable Law, You are agreeing not to hold the Issuer or any Affiliated entity liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including

losses associated with the risks set forth herein.

3. Should You proceed to purchase any Tokens and the product fails to be suitable for the special or particular purpose as intended by You, the Issuer will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective Tokens).
4. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk.
5. It is possible that the Platforms will not be used by a large number of individuals, and other entities and that there will be limited public interest in the mentioned project. Such a lack of interest could impact the development of the and potential use of it. Therefore, the success of the mentioned project cannot be predicted, let alone be guaranteed.
6. The User recognizes that the Platforms are under continuous modifications even and may undergo significant changes continuously. The User acknowledges that any expectations regarding the form and functionality of the Platforms may not be met upon continuous functioning of the mentioned project, for any number of reasons including continuous change in the design and implementation plans and execution of the implementation of plans by the Group.
7. The Issuer and the respective Team do not support any unfair or fraudulent practices and confirm their intention to continue to develop and improve the Ecosystem. However, due to the risks, associated with cryptocurrency and digital tokens market (including those described in this Section), the User understands and accepts that while the Team will make reasonable

efforts to complete each platform of the Ecosystem, it is possible that an official completed version of an platform may not be released and there may never be a respective operational platform.

8. We will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.
9. We are 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 delay in its delivery or receipt.
10. Security measures have been implemented to ensure the safety and integrity of any of the services related to a Token Offering. However, despite this, information that is transmitted and/or processed over the internet and/or using blockchain and/or Distributed Ledger Technology may be susceptible to unlawful access and monitoring.
11. The Tokens are unregulated. The Issuer and the Team are closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if changes impact operations of Tokens. The Issuer and/or Team or any of its Affiliated Parties is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, financial advisory, money changing, banking, fund management or investment advice. A Token Offering is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
12. This document or any other document, produced and signed by the Issuer, as well as the Website, and any of their content does not constitute an offer or solicitation to

sell shares or securities.

13. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not and does not offer and shall not be construed as investment or financial product.
14. There are no warranties and/or guarantees given that Tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and We do not give any warranties in regard to any exchange services providers. In any case We will not enable exchange Tokens for fiat currency. User may not at any given time be able to acquire or dispose of its Tokens due to potential lack of liquidity.
15. It is possible that even if the Token and the Platforms are fully functional, Users may not be able to participate in any intended or implied projects and use their Tokens. By holding Tokens, the User acknowledges that he (she) understands that while every effort will be made to keep the Platforms functioning, they may have to be closed down or not perform as expected and the Token holders accept complete sole responsibility for any such situation.

8. Intellectual Property Rights

1. The Issuer 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.
2. In no way shall these T&Cs entitle any User for any

intellectual property of the Issuer, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Issuer and is protected by national and international intellectual property rights protection laws.

3. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the Issuer.
4. If for the purpose of any intellectual property right registration of the Issuer, any documentary submission or any other action is required from the User, the User must provide the Issuer with the respective assistance without any remuneration for the same.

9. Applicable Law and Choice of Forum

1. All questions concerning the construction, validity, enforcement and interpretation of the Agreements shall be governed by and construed and enforced in accordance with the Applicable Law, that is to say the Law of the Netherlands, for which Law parties make an explicit choice.
2. To resolve any dispute, controversy or claim between them arising out of or relating to any of the Agreements, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than ninety (90) days following written notification of such controversy or claim to the other Party. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Issuer shall be sent by e-mail to Issuer at notice@icury.com. Notice

to you shall be either posted on our website or, if available, will be sent by email to any email address you provided in connection with your purchase of Tokens or use of the Website or Services. Your notice to the Issuer must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. In case the dispute could not be solved through negotiation, the parties will move for dispute resolution by a court procedure.

3. Any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes"), that are related to this Agreement as well as consecutive Agreements between the same Parties, will be handled by the courts of the Netherlands, in first instance the District Court of Amsterdam. Parties may however, after a Dispute has arisen, alternatively, agree upon Dispute resolution by means of arbitration, mediation or any other alternative method of Dispute resolution. An agreement to that end will only be valid in writing and when it has come into existence after the Dispute has arisen.
4. The parties waive all their rights to claim class arbitrations, class actions or representative actions. Any Dispute arising out of or related to these Terms is personal to you and Issuer and will be resolved solely in the manner as described in the preceding Clauses 9.2. and 9.3. and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside a Court procedure, or on behalf of any other individual or group of

individuals.

5. If any term, clause or provision of this Clause 9 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Clause 9 will remain valid and enforceable. Further, the waivers set forth in Clause 9.4 above are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

10. Additional Provisions

1. *Complete Agreement*: These T&Cs together with the Website set forth the entire understanding between each User and the Issuer and the Team with respect to the purchase and sale of Tokens. For facts relating to the sale and purchase, the User agrees to rely only on the Agreements in determining purchase decisions and understands that these documents govern the sale of Tokens and supersede any public statements about a Token Offering made by third parties or by the Team or Issuer or individuals associated with Team or Issuer, past and present and during a Token Offering.
2. *Severability*: If any term, clause or provision of these T&Cs is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these T&Cs and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs. *No Waiver*: The failure of the Issuer to require or enforce strict performance by the Purchaser of any provision of these Agreements or failure to exercise any right under these Agreements shall not be construed as a waiver or relinquishment of the Issuer's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Issuer of any provision, condition, or requirement of these T&Cs shall

not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these T&Cs, no representations, statements, consents, waivers, or other acts or omissions by the Issuer shall be deemed a modification of these T&Cs nor be legally binding, unless documented in physical writing, and executed by the User and a duly appointed officer, employee, or agent of the Issuer. Force Majeure: The Issuer is not liable for failure to perform solely caused by: unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the Party injured by the other's inability to perform may elect to suspend the Agreements, in whole or part, for the duration of the force majeure circumstances. The Party experiencing the force majeure circumstances shall cooperate with and assist the injured Party in all reasonable ways to minimize the impact of force majeure on the injured Party.

3. *Cooperation with Legal Authorities*: The Issuer and Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.
4. *State Policies*: The Issuer and its Affiliated Parties strictly follow AML, KYC and other banking or government regulations in respective jurisdictions. Each and any User fully agrees to assist the Issuer in complying with all of the mentioned regulations and provide any necessary information if such is required from the User by the competent authority.
5. *Updates*: The Agreements may be updated with or without notice from time to time and the version available at

the Website on a given date will be considered as the governing document for any incidents arising on that date. An update of the Agreements on the Website will be considered as valid notice to everyone and all users and interested parties are requested to visit the Website regularly to update themselves about the latest updates to the Agreements.

6. The Agreements will not be interpreted against one Party merely as it was drafted by the Party.
7. *Construction:* For purposes of Agreements, whenever the context requires:
 - the singular form shall include the plural, and vice versa;
 - the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, the neuter gender shall include the masculine and feminine genders; and
 - the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.
8. *Assignment:* The User shall not assign any of the Agreements, either in whole or in part, without the express prior written consent of the Issuer. Any such attempted assignment shall be void.