

# **ALB TOKEN SALE AGREEMENT**

**Important information:**

Please read this agreement carefully as it affects your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. As purchaser you understand and agree that by virtue of purchasing Tokens you are subject to and bound by this agreement. Note that this agreement includes pre-dispute resolution clause in section 73, arbitration clause in section 74 and a class action waiver clause in section 75. If you have any questions regarding this agreement, please contact the Company at [info@allbebet.io](mailto:info@allbebet.io).

Purchasing Tokens involves risks, and purchasers should be able to bear the loss of their entire purchase. All purchasers should make their own determination of whether or not to make any purchase, based on their own independent evaluation and analysis. Do not purchase Tokens if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems. Prior to purchasing Tokens, you should carefully consider the terms and conditions of this Token sale and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms is unacceptable to you, you should not purchase Tokens. By purchasing Tokens, and to the extent permitted by law, you agree not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors protocols, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns 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 terms set forth below.

Please note that the Company is in the process of undertaking a legal and regulatory analysis of the functionality of Token. Following the conclusion of this analysis, Company may decide to amend the intended functionality of Token in order to ensure compliance with any legal or regulatory requirements to which Company is subject. We shall publish a notice on our website of any changes that we decide to make and/or modifications to the functionality of the Tokens and it is your responsibility to regularly check our website for any such notices. On the conclusion of this analysis, we will decide whether or not to change the functionality of Tokens.

It is prohibited to participate in Token Sale for purchasers from the countries or territories where its activity shall be especially licensed, accredited or regulated by other ways, including but not limited to countries specified in section 13 of this Agreement. You shall check your applicable law and be fully responsible for any negative impact arisen from your residence country regulations. If you are travelling to any of these countries, you acknowledge that our services may be unavailable and/or blocked in such countries. Company and Partner Cryptocurrency Exchange reserves the right to impose additional requirements or conditions before accepting purchasers residing in or from specific countries at its sole discretion. Tokens sold in connection with this agreement are offered only outside of the United States of America (hereinafter the "U.S.") to non-U.S. persons, pursuant to the provisions of Regulation S of the U.S. Securities Act of 1933, as amended. These tokens have not been and will not be registered under the Securities Act, and may not be offered or sold in the U.S. or to U.S. persons. Purchasers should not assume they would be able to resell their tokens in the U.S. neither the Securities and Exchange Commission nor any state regulator has passed upon the merits of or given its approval to the tokens, the terms of the token sale, or the

accuracy or completeness of any associated materials.

If you do not agree with this agreement and conditions, of Token sale you must not access or use the website or purchase Tokens via the Partner Cryptocurrency Exchange.

### **Preamble:**

The following terms and conditions of the Token Sale agreement ("Agreement") govern your ("You" or the "Purchaser") purchase of cryptographic tokens ("Tokens") from **Allbebet OÜ**, a company registered under the laws of the Estonia with registry Code **14548670**, at **Harju maakond, Tallinn, Põhja-Tallinna linnaosa, Randla tn 13-201, 10315** ("We", "Us", or the "Company"). The Purchaser and the Company each are "Party" and, together, the "Parties" to this Agreement agree as follows:

### **ACCEPTANCE & CHANGES TO THIS AGREEMENT**

1. Subject to the Website and Partner`s Cryptocurrency Exchange website Terms of Use, Privacy Policy, AML/KYC Policy and this Agreement, the Company agrees to sell to you and you agree to purchase from Company a specific number of Tokens.

2. You accept this Agreement by the fact of purchase of Tokens of the Company offered for purchasing on Partner`s Cryptocurrency Exchange and/or by clicking on the checkbox "I agree" at Partner`s Cryptocurrency Exchange website, or by performing any acts confirming your acknowledgement and confirmation of terms of this Agreement as may be specified by Partner Cryptocurrency Exchange at its website, as such actions are a symbol of your signature, you confirm that you have read this Agreement and all Accompanying Documents carefully and in its entirety and understand that YOU ARE CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT AND TO ALL ACCOMPANYING DOCUMENTS AND ANY TERMS OR AGREEMENT INCORPORATED BY REFERENCE AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. You may withdraw from your obligations under this Agreement under the conditions in sections 40-44 of this Agreement or assign your rights and obligations under this Agreement under the conditions in section 45.

3. Unless otherwise stated herein, this Agreement governs only your acquisition of Tokens from Company during the Sale Period. Any use of Tokens in connection with providing or receiving Services in the Platform shall be governed primarily by other applicable agreements and policies. The Company may use third party services to process the Token Sale and any rules applicable by third party described in this Agreement to such processing of Tokens should also be applicable in addition to this Agreement.

4. This Agreement is intended to fully reflect the terms and conditions of the original agreement between the parties. No provision of this Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text "I agree" at the Website, which shall be published on the Website in such case. No waiver of any provision in this 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 this 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.

5. You acknowledge and accept that this Agreement may be modified, changed, supplemented, updated at any time without prior written notice, at the sole discretion of Company. Your continued use of the Tokens after any amendments or alterations of this Agreement shall constitute your consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of this Agreement. If you do not agree to such revised terms of the Agreement you must stop using Tokens and may withdraw from your obligations under this Agreement under the conditions in sections 40-44 of this Agreement or assign your rights and obligations under this Agreement under the conditions in section 45.

### INTERPRETATION

6. In this Agreement unless the opposite is clear from the context the following rules of interpretation apply:

- a. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- b. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- c. References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule;
- d. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- e. All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
- f. The term 'including' does not exclude anything not listed;
- g. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- h. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- i. A reference to writing or written includes fax and e-mail.
- j. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- k. Any words following this Agreement including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.
- l. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in this Agreement shall survive any termination or expiration of this Agreement.

7. The following definitions and rules of interpretation apply in this Agreement:

<b>"Agreement"</b>	Terms and Conditions of this Agreement and any other rules, policies or procedures that may be issued by the Company and published from time to time on the Website (including the Accompanying Documents).
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<p><b>“Accompanying Documents”</b></p>	<p>Other Tokens Sale regulatory documents accompanying and detailing this Agreement, being inalienable part hereof and published on the Website (including but not limited to Privacy Policy, Terms of Use, AML/KYC policy). In case of any discrepancies between Accompanying Documents and the Agreement, the latter shall apply. Materials, such as the White Paper and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of this Agreement, and are of descriptive nature only and cannot be considered as any type of Accompanying documents.</p>
<p><b>“Affiliate”</b></p>	<p>Any person or entity that has any relation to the Company, including, but not limited to partners, employees, agents and contractors of the Company.</p>
<p><b>“Applicable Exchange Rate”</b></p>	<p>The volume-weighted average price of Ethereum (ETH) or Bitcoin (BTC) or any other accepted cryptocurrency in U.S. Dollars (USD) at Partner`s Cryptocurrency Exchange.</p>
<p><b>“Applicable Law”</b></p>	<p>Law applicable under this Agreement to any and all relations between the Purchaser and the Company.</p>
<p><b>“Company”, “We”, Us”</b></p>	<p><b>Allbebet OÜ</b>, a company registered under the laws of the Estonia with registry Code <b>14548670</b>, at <b>Harju maakond, Tallinn, Põhja-Tallinna linnaosa, Randla tn 13-201, 10315</b>, which issues and offer Tokens for sale under this Agreement.</p>
<p><b>“Cryptocurrency”</b></p>	<p>Digital cryptographic representation of assets, represented by Ethereum (ETH), Bitcoin (BTC) and any other type of cryptocurrency accepted during the Token Sale by the Company used by Purchasers for acquisition of Tokens.</p>
<p><b>“Intellectual Property Rights”</b></p>	<p>Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Company in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.</p>
<p><b>“Partner Cryptocurrency Exchange”</b></p>	<p>Cryptocurrency exchange, being a partner of Company on the basis of partner agreement, that is entitled to distribute Tokens subject to the Partner Cryptocurrency Exchange terms and conditions and this Agreement. List of Partner Cryptocurrency exchanges is available at the Website.</p>

<p><b>“Politically exposed person” or “PEP”</b></p>	<p><b>Foreign PEPs:</b> individuals who are or have been entrusted with prominent public functions by a foreign country, for example Heads of state or Heads of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.</p> <p><b>Domestic PEPs:</b> individuals who are or have been entrusted domestically with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.</p>
<p><b>“Platform”</b></p>	<p>A digital platform operated by the Company, designated for provision of online betting and betting related services.</p>
<p><b>“Purchaser” or “You”</b></p>	<p>A party to this Agreement, which is any person, who purchase of Tokens via an account on the Partner Cryptocurrency exchange. The Company and Partner Cryptocurrency exchange reserves their right to set forth at any time and upon its own discretion special eligibility conditions or other requirements to certain Purchasers..</p>
<p><b>“Smart Contract” or “Smart Contract System”</b></p>	<p>Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of Tokens by Purchaser.</p>
<p><b>“Third party”</b></p>	<p>Any natural or legal person who is not a Party according to this Agreement</p>
<p><b>“Token”</b></p>	<p>Digital cryptographic token, which is a software digital product (not being cryptocurrency), created and issued by the Company as a cryptographically secured representation of the right to exchange it for services on the Platform and which give the Purchaser access to certain features on the Platform.</p>
<p><b>“Token Sale”</b></p>	<p>An offering, public sale and distribution of Tokens to eligible Purchasers held during a limited period of time</p>
<p><b>“Website”</b></p>	<p>A group of interrelated websites owned and operated by Company, available in the Internet via address: allbebet.io and special application based on blockchain technology.</p>

8. Certain statements in this Agreement and informational documents of the Company constitute “forward-looking information” under applicable laws. Except for statements of historical fact, information contained herein may constitute forward-looking statements. When used in this Agreement, the words “may,” “will,” “should,” “project,” “anticipate,” “believe,” “estimate”, “intend,” “expect,” “continue,” and similar expressions or the negatives thereof are generally intended to identify forward-looking statements. Forward-looking statements are not

guarantees of future performance, and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance on Company's obligations, market projections and financial results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward looking statements. Although forward-looking statements contained herein are based upon what management believes may be reasonable assumptions, forward-looking statements may prove to be inaccurate, as actual results and future events could differ materially from those anticipated in such statements. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

9. This Agreement is intended to fully reflect the terms and conditions of the original agreement between the parties. No provision of this Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text "I agree" on the Website or Platform, which shall be published on the Website or Platform in such case. No waiver of any provision in this 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 this 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.

### **ELIGIBLE PURCHASERS**

10. By purchasing Tokens each Purchaser covenants, represents, and warrants that (under the Applicable Law and law of the country of Purchaser's residence):

a. he/she/it is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility criteria and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the Company and in doing so will not violate any other agreement to which he/she/it is a party;

b. he/she/it has 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 purchase and 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;

c. if he/she/it is a corporation or other legal entity, he/she/it has the right, power and authority to enter into this Agreement on behalf of the corporation or other legal entity and bind them to this Agreement;

d. Is not a foreign or domestic PEP.

e. he/she/it will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;

f. all documents and information provided by Purchaser to Company and/ or Partner Cryptocurrency Exchange are valid and accurate.

11. Purchaser shall create an Account on the website of Partner Cryptocurrency exchange and accept its Terms of Use, Privacy Policy and AML/KYC Policy. The Company and/or Partner Cryptocurrency exchange may require you to furnish such documents and information (and which includes photographs and /or videos

evidencing the existence of such documents and information) so as to prove your identity, status and/or eligibility to purchase Tokens in the Token Sale in accordance with Company`s AML/KYC Policy or Partner Cryptocurrency exchange`s AML/KYC Policy.

12. Purchaser acknowledges and agrees that the Company is entitled to conduct additional KYC of the Purchaser at the delivery of Tokens, after registration of Purchaser at Platform and at any other time during Purchaser hold any amount of Tokens to confirm eligibility of the Purchaser.

13. Purchaser is only allowed to purchase Tokens if and by buying Tokens he/she/it covenant, represent, and warrant that he/she/it is neither a citizen, resident nor tax resident of the United States of America (hereinafter referred to as the "U.S." or U.S. Person under definition of Rule 902 of the U.S. Securities Act of 1933), People's Republic of China (hereinafter referred to as "PRC"), Afghanistan, Algeria, Australia, Bahamas, Bahrain, Bangladesh, Bolivia, Bosnia & Herzegovina, Botswana, Burundi, Cambodia, Central African Republic, Colombia, Cote d'Ivoire, Crimea region, Cyprus, Democratic Republic of Congo, Dominican Republic, Egypt, Ethiopia, Ghana, Guinea, Hong Kong, Hungary, Iceland, Indonesia, Iran, Iraq, Japan, Kirgystan, Kuwait, Lebanon, Lesotho, Liberia, Libya, Malaysia, Mali, Morocco, Myanmar, Nepal, New Zealand, North Korea, Oman, Pakistan, Pakistan. People's Republic of China, Portugal, Qatar, Russian Federation, Serbia, Sierra Leone, Somalia, South Korea South Sudan, Sri Lanka, Sudan, Syria, Taiwan, Trinidad & Tobago, Tunisia, Venezuela, Vietnam, Yemen, Zimbabwe and countries or territories or individuals under the sanctions of the United Nations or the European Union or countries where cryptocurrency is prohibited. This list maybe amended by Partner Cryptocurrency exchange in accordance with its aml/kyc policies.

14. Purchaser is restricted from purchase of ALB Tokens from territory of countries and territories listed in section 13.

15. Company prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly:

- a. in contravention of any national or international laws and regulations, including anti-money laundering regulations or conventions;
- b. on behalf of terrorists or terrorist organizations;
- c. for a PEP or any member of a PEP's family or any close associate of a PEP, unless the Company, after being specifically notified in writing that the Purchaser is such a person, conducts further due diligence, and determines that such acquisition shall be permitted; or
- d. for a foreign shell bank.

## **DESCRIPTION OF TOKENS**

16. Tokens are digital cryptographic token, which is a software digital product (not being cryptocurrency), created and issued by the Company as a cryptographically secured representation of the right to exchange Token for services on the Platform, and which give the Purchaser access to certain features on the Platform.

a. Total amount of Tokens that shall be distributed during Token Sale is 700 000 000 Tokens.

17. Tokens carries no rights, express or implied, other than those, set out herein, subject to Company development of the project. In particular, Tokens holders shall not have any influence in the development or governance of Company, and Tokens do not represent or constitute any ownership right or stake, share or security or

equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Company.

18. Purchaser acknowledge and accept that Tokens do not represent or constitute:

a. any ownership right or stake, share, equity, security, commodity, Company, debt instrument or any other financial instrument or investment carrying equivalent rights;

b. any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Company and Platform;

c. any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money).

19. Any potential future use of Tokens in connection with the provision or receipt of services on Platform, shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of each such service or Platform. Such terms and conditions regulating the use of the Platform shall be made available to the Platform users.

20. Tokens are not consumer products and its holders accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

21. Purchaser is responsible for implementing all reasonable and appropriate measures for securing his/her/its cryptographic wallet, vault or other storage mechanism he/she/it use to send payment for the Tokens and to receive and store Tokens that are issued to him/her/it by the smart contract, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, he/she/it may lose access to Tokens. Company shall not be responsible for any security measures relating to Purchaser's receipt, possession, storage, transfer or potential future use of Tokens nor shall we be under any obligation to recover or return any Tokens and Company hereby excludes (to the fullest extent permitted under Applicable law) any and all liability for any security breaches or other acts or omissions which result in Purchaser's loss of (including loss of access to) Tokens issued to Purchaser during the Token Sale.

## **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS RELATED TO TOKENS**

22. Purchaser understand that Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of Company's exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise Company's performance under this Agreement.

23. Purchaser agree that no other party (including, without any limitation) may be held liable for any loss arising out of, or in any way connected with Purchaser's participation in the Token Sale, or receiving and holding Tokens or such risk.

24. Purchaser also acknowledge that prior to receiving Tokens he has been warned of the following risks, associated with the Tokens, the Platform and other relevant technologies mentioned herein:

a. **Risk of Low or no Liquidity.** Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, 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 Company does not give any warranties in regard to any exchange services providers. Purchasers might be exposed to fraud and failure. In any case, Company will not enable exchange of Tokens for other cryptographic tokens or for fiat currency. Purchaser may not at any given time be able to acquire or dispose of its Tokens due to lack of liquidity.

b. **Risk of Loss of Value.**

Value of Tokens may fluctuate and their Purchasers might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the Tokens.

c. **Risks of Negative Publicity.** Negative publicity involving the Company, the Platform, the Tokens may materially and adversely affect the market perception or market price of the Tokens, whether or not it is justified.

d. **Risk of Uninsured Losses.**

Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

e. **Risks Associated with Ethereum.**

Tokens are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to Tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>.

f. **Risk of Mining Attacks.**

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Tokens, expected proper execution and sequencing of Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Company and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the Tokens interact with and consequently the Tokens may be impacted in that way to the extent, described above.

g. **Risk of malfunction in the Ethereum network or any other blockchain.**

It is possible that the Ethereum network or any other network, to which the Tokens are interacting with, malfunctions in an unfavorable way, including but not limited to delay of the transactions or one that result in the loss of Tokens. For example, the cryptocurrency sent as a payment for the Tokens in the final seconds of the Token sale may not get included into that period. The respective blockchain may not include the purchaser's transaction at the time the purchaser expects and the payment for the Tokens may reach the intended wallet address not in the same

day the purchaser sends the cryptocurrency.

**h. Internet transmission risks.**

Purchaser acknowledges that there are risks associated with using the Tokens including, but not limited to, the failure of hardware, software, and Internet connections. Purchaser acknowledges that Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Tokens, howsoever caused.

**i. Risk of Loss of Private Keys.**

The Tokens may be held by the Token holder in his digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private keys associated with such the Token holder's digital wallet or vault storing the Tokens will result in loss of such Tokens, access to Token holder's Token balance, and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private keys, including by gaining access to login credentials of a hosted wallet or vault service the Token holder uses, may be able to misappropriate the Tokens of a token holder.

**j. Risk of Theft and Hacking.**

Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet or the availability of Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that Company shall have no liability for any such loss the Purchaser incur.

**k. Risk of Security Weaknesses in the Tokens Source Code or any Associated Software and/or Infrastructure.**

There is a risk that the Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of Tokens.

**l. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography.**

m. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, Tokens, the Platform, which could result in the theft or loss of Tokens.

**n. Risks Related to Highly Competitive Environment.**

The financial technology and cryptocurrency industries and the markets in which the Company competes are highly competitive and have grown rapidly over the past years and continue to evolve in response to new technological advances, changing business models, and other factors. As a result of this constantly changing environment, the Company may face operational difficulties in adjusting to the changes, and the sustainability of the Company will depend on its ability to manage its operations and ensure that it hires qualified and competent employees and provides proper training for its personnel.

**o. Risks Relating to General Global Market and Economic Conditions.**

Challenging and variable economic conditions worldwide may contribute to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on the Company's business, operations and financial condition, including decreases in revenue and operating cash flows, and

inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle economic environment, the Company may experience the negative effects of a slowdown in usage of the Tokens and Platform.

p. **Insufficient Interest in Company, the Platform and Tokens.**

It is possible that Tokens or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform and usage of Tokens on it.

q. **Risks of Inability to Meet the Purchaser's Expectations.**

The Platform is currently under development and may undergo significant changes before release. The Purchaser's expectations regarding the form and functionality of the Platform and Tokens may not be met upon release of new Platform, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of Tokens.

r. **Risk Arising from Emerging Markets.**

The Company may operate on emerging markets. Emerging markets are subject to greater risks than more developed markets, including significant legal, economic, and political risks. Emerging economies are subject to rapid change and that the information set out in the White Paper may become outdated relatively quickly.

s. **Legal Risks Regarding Securities Regulations.**

There is a risk that in some jurisdictions the Tokens might be considered to be a security, or that it might be considered to be a security in the future. Company does not give warranties or guarantees that Tokens are not a security in all jurisdictions. Each holder of Tokens shall bear its own legal or financial consequences of Tokens being considered a security in their respective jurisdiction. Every Purchaser is bound to check if acquisition and disposal of Tokens is legal in his jurisdiction, and by accepting this Agreement, each Purchaser undertakes not to use Tokens if such usage is not be legal in the relevant jurisdiction. If Purchaser establishes that the use of Tokens under this Agreement is not legal in his jurisdiction, he/she/it should not use the Tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Company to provide Tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that Tokens are not legal in certain jurisdiction, Company will either:

a) cease operations in that jurisdiction, or

b) adjust Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

t. **Risk of Unfavorable Regulatory Action in one or more Jurisdictions**

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated

blockchain networks and Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens like Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

u. **Failure to Obtain, Maintain, or Renew Licenses and Permits.**

Although as of the starting date of the Token sale there are no statutory requirements obliging Company to receive any licenses and permits necessary for the carrying out of its activity, there is the risk that such statutory requirements may be adopted in the future and may relate to Company. In this case, Company's business will depend on the continuing validity of such licenses and permits and its compliance with their terms. Regulatory authorities will exercise considerable discretion in the timing of license issuance and renewal and the monitoring of a licensee's compliance with the license terms. Requirements which may be imposed by these authorities and which may require Company to comply with numerous standards, recruit qualified personnel, maintain necessary technical equipment and quality control systems, monitor our operations, maintain appropriate filings, and, upon request, submit appropriate information to the licensing authorities, may be costly and time-consuming and may result in delays in the commencement or continuation of operation of the Platform. Further, private individuals and the public at large possess rights to comment on and otherwise engage in the licensing process, including through intervention in courts and political pressure. Accordingly, the licenses Company and/or its Affiliates may need may not be issued or renewed, or if issued or renewed, may not be issued or renewed in a timely fashion, or may involve requirements which restrict Company's ability to conduct its operations or to do so profitably.

v. **Risk of Government Action.**

The industry in which Company operate is new, and it may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against them. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure their operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a materially adverse effect on the Tokens and/or the development of the Platform.

w. **Risk of Burden of Applicable Laws, Regulations, and Standards.**

Failure to comply with existing laws and regulations or the findings of government inspections or increased governmental regulation of Company operations could result in substantial additional compliance costs or various sanctions, which could materially and adversely affect Company's business and the Platform. Company's operations and properties are subject to regulation by various government entities and agencies, in connection with ongoing compliance with existing laws, regulations, and standards. Regulatory authorities exercise considerable discretion in matters of enforcement and interpretation of applicable laws, regulations, and standards. Respective authorities have the right to, and frequently do, conduct

periodic inspections of any Company's operations and properties. Any such future inspections may conclude that Company has violated laws, decrees, or regulations, and the Company may be unable to refute such conclusions or remedy the violations. Any Company's failure to comply with existing laws and regulations or the findings of government inspections may result in the imposition of fines or penalties or more severe sanctions that require the Company to cease certain business activities, or it may result in criminal and administrative penalties applicable to respective officers. Any such decisions, requirements, or sanctions, or any increase in governmental regulation of respective operations, could increase Company's costs and materially and adversely affect Company's business and the Platform.

x. **Unlawful or Arbitrary Government Action.**

Governmental authorities may have a high degree of discretion and, at times, act selectively or arbitrarily, without hearing or prior notice, and sometimes in a manner that is contrary to a law or influenced by political or commercial considerations. Moreover, the government also has the power in certain circumstances, by regulation or government act, to interfere with the performance of, nullify, or terminate contracts. Unlawful, selective, or arbitrary governmental actions have reportedly included the denial or withdrawal of licenses, sudden and unexpected tax audits, criminal prosecutions, and civil actions. Federal and local government entities have also used common defects in matters surrounding the Token sale as pretexts for court claims and other demands to invalidate or to void any related transaction, often for political purposes. In this environment, Company's competitors may receive preferential treatment from the government, potentially giving them a competitive advantage over Company.

y. **Risks Arising from Taxation.** The tax characterization of the Tokens is uncertain. The Purchaser shall seek his own tax advice regarding the acquisition, storage, transfer, and use of the Tokens, which may result in adverse tax consequences for the Purchaser, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, and similar taxes, levies, duties or other charges and tax reporting requirements.

z. **Unanticipated Risks.**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Company cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

## **PROHIBITED ACTIVITIES**

25. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency by using Tokens.

26. You may not use your Tokens to engage in the following categories of prohibited activity and you confirm that you will not use Tokens to do any of the following: Engage in a transaction involving the proceeds of any unlawful activity;

- a. Defraud or attempt to defraud Company or its affiliates;
- b. Provide false, inaccurate or misleading information;
- c. Infringe upon Company's or any third party's copyright, patent, trademark,

or intellectual property rights;

d. Take any action that imposes an unreasonable or disproportionately large load on infrastructure of website, or detrimentally interfere with, intercept, or expropriate any system, data, or information;

e. Transmit or upload any material to the Platform that contains viruses or malware or any other harmful or deleterious programs;

f. Otherwise attempt to gain unauthorized access to the Platform and Website, computer systems or networks connected to the Website, through password mining or any other means;

27. Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Company reserves the right to cancel and/or suspend your Account and usage of Tokens immediately and without notice if Company determine, in its sole discretion, that your Account and usage of Tokens is associated with prohibited use, and/or a prohibited business, and or illegal activity under Applicable law.

### **TIMEFRAME OF TOKEN SALE**

28. Purchase of Tokens may be made during a defined period of time (hereinafter "Token Sale Period"). The Token Sale Period shall commence on 01.05.2019 0:00:00 CET and shall end on satisfaction of one of the following conditions (whichever is the earlier):

a. sufficient payments are received by the Smart Contract such that it results in the sale of all Tokens made available for the Token Sale; or

b. at the date and time of termination of the Token Sale at 23 hours, 59 minutes CET at 31.08.2019.

### **PRICE OF TOKENS**

29. Purchasers during the Tokens Sale will allocate their Tokens in exchange for ETH, BTC and other cryptocurrencies accepted by the Partner Cryptocurrency exchange under Applicable Exchange rate at the day of the purchase.

30. Price per 1 Token is depend on date of purchasing of Tokens in accordance with table below:

Date	Price per 1 Token
From 01.05.2019 till 30.06.2019	0.000088 ETH at Applicable exchange rate
From 01.07.2019 till 31.08.2019	0.000188 ETH at Applicable exchange rate

31. The Purchaser acknowledges and agrees that price per 1 Token may be changed in accordance with policies of Partner Cryptocurrency exchanges.

32. The Purchaser acknowledges and agrees that price per Token is fixed on the date of payment.

### **PAYMENT PROCEDURE**

33. Tokens distribution and payment will be offered through the Partner Cryptocurrency Exchange. No third-party website or a different provider except

ones listed on the Website allowed and has not been in any way supported, engaged, authorized or endorsed by Company and have no relationship in any way with Company. All payments in cryptocurrency shall be made the wallet address according to the instructions of the Partner Cryptocurrency Exchange.

34. There can be a minimal and maximum amount of payment for the Tokens that the Purchaser will be able to make. If any, the respective information will be available in the Partner Cryptocurrency Exchange website at any specific time.

35. At any specific time, such minimal and maximum amount may be different for different Fiat Currencies/Cryptocurrencies, depending on the applicable exchange rate between the payment currency and Ethereum (ETH) or other reasons. The information on such minimal amount will be available on Partner Cryptocurrency Exchanges website at any specific time.

### **DELIVERY OF TOKENS**

36. After the receipt of transaction by the Partner Cryptocurrency Exchange, and after the end of the Token Sale Company shall transfer, or order to Partner Cryptocurrency Exchange to transfer, an amount of Tokens equal to the payment amount under the price for one Token at the date of payment to the Purchaser's cryptographic wallet at Partner Cryptocurrency Exchange.

37. Company reserves the right for an emergency stop functionality to terminate the distribution process. Use of this functionality shall remain in discretion of Company and shall only be used in limited situations, such as, but not limited to:

- a. serious security issue detected;
- b. serious network performance issue, depriving all users of equal treatment;
- c. any type of material attack on the Tokens, the Platform, Website or Ethereum network.

### **CANCELLATION / REFUSAL OF PURCHASE REQUEST**

38. Any and all purchases of Tokens are final and non-refundable unless contrary is not provided in this Agreement or by Applicable law. By purchasing the Tokens, the Purchaser acknowledges that neither the Company nor any other of its affiliates are required to provide a refund for any reason, and that the Purchaser will not receive money or other compensation for any Tokens that is not used or remains unused for any reason.

### **TIMING OF REIMBURSEMENT**

39. Purchaser can cancel the purchase of Tokens in 14 calendar days period after the payment made for purchase of Tokens during the Token Sale Period in accordance with sections 33-35. You will not receive any interest or gains on your Tokens. If you prefer to remain a holder, please note that you will be deemed to have waived any further right to demand return of your money.

### **WITHDRAWAL. RETURNING OF TOKENS**

40. In order to cancel the purchase during the reimbursement period, specified in section 39 Purchaser shall contact the Company in the writing form via info@allbebet.io with letter of demand for the cancellation and withdrawal of funds with documentary proof of purchase of Tokens during the token sale and identification documents required under AML/KYC Policy.

41. The currency (Cryptocurrency) of any amounts distributed to the Purchaser will be determined by the Company at its sole discretion.

42. In order to mitigate risks of exchange rate fluctuations, the Company reserves the right to make adjustments to the amounts in Cryptocurrency refunded to the Purchaser. For such purposes, the following formula shall apply:

- a.  $R = Cr \times r1 \div r2$ , where:
- b. R – amount refunded to the Buyer, in Cryptocurrency;
- c. Cr – amount received from the respective Buyer as a Purchase Amount, in Cryptocurrency;
- d. r1 – respective Cryptocurrency/US dollar exchange rate published on the Partner Cryptocurrency Exchange website at which Tokens were purchased as of the date of receipt by the Company (or Partner Cryptocurrency Exchange) of the Purchase Amount, in US dollars; and
- e. r2 – respective US dollar/Cryptocurrency exchange rate published on the Partner Cryptocurrency Exchange website at which Tokens were purchased at 12:00:00 AM GMT of the date when the Company makes the refund, in Cryptocurrency.

43. The Purchaser shall, at the Company's request, within 7 calendar days from such request, provide the Company with details of his/her account for the funds transfer/remittance. Failure of the Purchaser to provide the Company with the requested information will result in non-receiving or delay in receiving of the refund. The Company will not be liable for any delay or failure to perform the refund where the delay or failure results from failure of the Purchaser to provide the Company with the requested information.

44. Any payments made in favor of the Purchaser will be reduced by the amount of any expenses that the Company (or its agent, if any) has incurred or may incur in the future in this regard, including any exchange fees, bank fees, agency and brokerage fees, taxes, charges, fees for blockchain transactions, etc.

#### **ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT**

45. Purchaser can assign his rights and obligations under this Agreement at any time by selling Tokens to any third party subject to 3 days prior notice to the Company. Purchaser shall inform such third party that such third party assume Purchaser's rights and obligations under this Agreement by purchasing Tokens from Purchaser.

46. Company may assign, transfer or delegate this Agreement or the fulfillment of any of its obligations pursuant to this Agreement in whole or in part, to any person or entity at any time without any written notice.

#### **DEDUCTIONS FOR DISTRIBUTED TOKENS**

47. Purchaser shall bear all expenses related to refund of payment for the Tokens by the Company, including but not limited to any commissions, gas, mining fees and other expenses for refund of payment amount.

#### **INTELLECTUAL PROPERTY**

48. Company 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 its commercial activities generally. This Agreement in no way shall entitle any Purchaser for any intellectual property of the Company, including the intellectual property rights for the Website and all text, graphics, Purchaser's account 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 Company and its affiliates and is protected by national and international intellectual property rights protection laws. Other product and service names on the Website, Platform and informational materials might be trademarks of other companies.

49. Unless otherwise stated, the content and information on the Website are the property of Company and its affiliates with exception of trademarks, company names of other companies. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use. You are granted a limited, non-transferable, revocable license to view and copy the information from the Website and Platform solely for personal use only.

50. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website and Platform shall vest in and remain property of Company and its affiliates. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that You do not breach this Agreement.

51. Company and its affiliates retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming Tokens, smart contract of the Token Sale, Website and Platform.

52. There are no implied licenses under this Agreement and the Company reserves any rights not expressly granted to the Purchaser hereunder.

53. If for the purpose of any intellectual property right registration of the Company, any documentary submission or any other action is required from the Purchaser, he/she/it must provide the Company with the respective assistance.

## **REPRESENTATIONS AND WARRANTIES**

54. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY COMPANY, TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

55. By purchasing the Tokens the Purchaser represent and warrant that he has read and understand this Agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of Token, usage, storage, transmission mechanisms and other material characteristics of the Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the Tokens.

56. You understand that the Tokens confer only the right to exchange Token for services on the Platform and which give the Purchaser access to certain features on the Platform and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You are not purchasing Tokens for any

other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

57. The Purchaser fully understands, realizes and agrees that the Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Purchaser agree to accept consequences of possible regulation of Tokens in jurisdiction of the Company incorporation and agree to provide all documents requested from Company in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.

58. Company 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. Company shall not be liable for uninterrupted availability of the Platform for use of Tokens at all times, in all countries and/or all geographic locations, or at any given time.

59. Purchaser shall not forge, or otherwise manipulate any personal or non-personal data requested by the Company in the process of the Purchaser's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the Company in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the Company or in accordance with the Applicable law.

60. Purchaser's acquisition of the Tokens complies with applicable laws and regulations in the Purchaser's jurisdiction;

61. Purchaser does not intend to hinder, delay or defraud Company or any other Purchasers of the Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

62. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Agreement in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to the Purchaser.

### **LIMITATION OF LIABILITY**

63. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

a. IN NO EVENT COMPANY OR ANY OF THE COMPANY PARTIES WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND

b. IN NO EVENT WILL THE COMPANY AND THE COMPANY PARTIES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER PAY TO THE COMPANY FOR THE TOKENS.

c. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

64. The Parties shall be responsible for compliance with terms and conditions of this Agreement and Accompanying Documents, for fulfillment of the Purchaser's commitments and guarantees in the manner and in the amount prescribed by this Agreement and Accompanying Documents, in particular:

a. In case of filing accusations, claims or lawsuits to the Company related to non-compliance by the Purchaser of Tokens and/or engagements entered by the Purchaser during the participation in the Token Sale, the Purchaser agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Company's documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Purchaser or untimely fulfillment of his obligations by the Purchaser.

b. In case of filing accusations, claims or lawsuits against the Company, related to non-compliance by the Purchaser with exclusive rights or other rights of third parties, the Purchaser agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Company's documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Purchaser or untimely fulfillment of his obligations by the Purchaser.

c. In case of the Purchasers' violation of his obligations of this Agreement and Accompanying Documents, Company reserves the right to:

i) demand full compensation from the Purchaser for losses caused by every violation;

ii) bring a case before a court if the compensation doesn't cover the Company's loss;

iii) release the information relating to the Purchaser's identity and location to any authorized officer in accordance with applicable law.

65. If applicable law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by applicable Law. Purchaser understand and agree that it is his/her/its obligation to ensure compliance with any legislation relevant to his/her/its country of domicile concerning use of the Website and Purchase of Tokens, and that the Purchaser should not accept any liability for any illegal or unauthorized use of the Website or purchase of Tokens.

66. To the fullest extent permitted by applicable law, you release Company and its affiliates from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

## **TAXATION**

67. The Purchaser bears the sole responsibility to determine if the purchase of Tokens with BTC, LTC, ETH or any other cryptocurrency or the potential appreciation or depreciation in the value of Tokens over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing Tokens and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, directors or advisors liable for any tax liability associated with or arising from the purchase of Tokens.

68. Purchaser is solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which Purchaser may be liable to pay tax. Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from Purchaser's acquisition of Tokens under or in connection with this Agreement.

## **INDEMNIFICATION**

69. To the extent allowable pursuant to Applicable Law, the Purchaser shall indemnify, defend, and hold the Company 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 Company arising out of a breach of any warranty, representation, or obligation hereunder.

## **CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

70. The Purchaser shall not have any claim of any nature whatsoever against Company for any failure by Company to carry out any of its obligations under this Agreement as a result of causes beyond its control, including but not limited to power failure, Internet service provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the Company.

## **SEVERABILITY**

71. 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 Agreement, 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 of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

### **APPLICABLE LAW**

72. 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 Estonia.

### **DISPUTE RESOLUTION**

73. To resolve any dispute, controversy or claim between Parties arising out of or relating to this Agreement or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party.

74. 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 to the respective claim to the binding arbitration administered by the Arbitration Court of the Estonian Chamber of Commerce and Industry in accordance with the rules of the arbitral tribunal, composed of one arbitrator, in English language, in writing on the basis of the documents submitted.

75. Any dispute arising out of or related to this Agreement which cannot be resolved by negotiations is personal to Purchaser and Company and shall be resolved solely through individual arbitration 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. A dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

### **TERMINATION**

76. Company reserve the right, without notice and at its sole discretion, to terminate this Agreement or suspend the Purchasers right to access the Platform, including (but not limited to) in case of Purchaser's breach of this Agreement or if the Company believes You have committed fraud, negligence or other misconduct or Company will be aware of fact that you are Restricted Person. The Purchaser acknowledges and agrees that the Agreement shall be terminated without any written notice to Purchaser if Company's activity or sale of Tokens will be prohibited or shall be specially registered, authorized or licensed by law applicable to such Purchaser. The Purchaser may terminate this Agreement without notice by discontinuing use of the Tokens. All rights granted to the Purchaser under this Agreement will immediately be revoked upon our termination of this Agreement or Company suspension of the Your access to the Platform. In the event of any circumstances beyond the control of the Parties, breach of this Agreement, or any other event that would make provision of services commercially unreasonable for Company, the Company may, in its own discretion and without liability to the Purchaser, with or without prior notice, suspend the Purchaser's access to all or a part of Company's Platform. Company may terminate the Purchaser's access to the Website in its sole discretion, immediately and without prior notice, and delete all

related information and files related to such Purchaser without liability to You, including, for instance, in the event that the Purchaser breach any term of this Agreement. In the event of termination, Company will attempt to return any funds stored in Your smart contract number not otherwise owed to Company, unless Company believes the Purchaser has committed fraud, negligence or other misconduct.

77. This Agreement shall be also considered terminated if (i) Partner Cryptocurrency Exchange make a decision to end partnership with the Company, including but not limited to, further delisting of Token, provided that such decision is not subject to fault conduct of the Company; and (ii) subject to Partner Cryptocurrency Exchange`s Terms of Use, Token shall be remove from the Purchaser`s wallet, or blocked.

### **OTHER CONDITIONS**

78. Only English versions of any Company's communications are considered official. The English version of this Agreement shall prevail in case of differences in translation.

79. Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email. The Purchaser`s official email for communication shall be deemed the email specified by the Purchaser during the application for Token Sale. The language of the communication shall be English.

80. Materials, such as Company White Paper, Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of this Agreement, and are of descriptive nature only.

81. Purchaser acknowledges and agrees that Partner Cryptocurrency Exchange is allowed to transfer to the Company personal data of the Purchaser necessary to commit a KYC check of the Purchaser prior to delivery of Tokens. Purchaser confirm that Purchaser give his/her/its consent to Partner Cryptocurrency to such transfer. Purchaser give his/her/its consent on processing of such Purchaser`s personal data in purposes of KYC check of the Purchaser to Company.

82. Except as otherwise provided in this Agreement, this Agreement and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

83. The Purchaser will implement reasonable and appropriate measures designed to secure access to:

- a. any device associated with the email address associated with the Platform;
- b. private keys required to access any relevant Ethereum address, and;
- c. In case the Purchaser suspect a security breach in any of the above mentioned, he will inform Company immediately so Company can take all required and possible measures to secure the Website, the Platform, Tokens and systems as whole.