



ARTIS TURBA

CROWDSALE TERMS
AND CONDITIONS

2017

www.artisturba.com
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PLEASE READ THIS TOKEN CROWDSALE TERMS AND CONDITIONS CAREFULLY. NOTE THAT SECTION 17 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TOKEN CROWDSALE TERMS AND CONDITIONS, DO NOT PURCHASE TOKENS FROM ETHERPARTY SMART CONTRACTS INC.

Your purchase of Artis Turba tokens (each, a “Token”) during the Crowdsale (as defined below) from Artis Turba (the “Company”) is subject to these terms and conditions of sale (the “Terms”). Each of you and the Company is a “Party” and, together, the “Parties” to these Terms. By purchasing Tokens from the Company during the Crowdsale, you will be bound by these Terms and any terms incorporated by reference. If you have any questions regarding these Terms, please contact the Company at info@artisturba.com

You and the Company agree as follows:

1. Commencement and Duration of Crowdsale

The Company will conduct a public sale of Tokens (the “Crowdsale”), which will begin at 12 a.m. UCT on November 21st, 2017 (the “Launch Date”) and end at 11:59 p.m. PDT on December 31st, 2017 (the “Crowdsale End Date”) or when the total available supply of tokens have been sold.

2. Eligibility

You must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any Tokens purchased from the Company (the “Token Receipt Address”). The Company reserves the right to prescribe additional guidance regarding specific wallet requirements. The Company is not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from the failure to provide, or providing an



inaccurate or incomplete Refund Address or Token Receipt Address. In the public sale only ETH will be the accepted payment currency via smart contract.

3. Purchase and Sale of Tokens

a. The price of Token is set and locked pegged to Ether. Reference Artis Turba crowdsale section in the White Paper.

b. Delivery of Tokens in the Public ICO will happen immediately via smart contract.

4. Purpose and Use of Tokens in the Ecosystem; Possible Migration of Tokens

a. The purpose of the Tokens is to raise funding for the development of Mobile Applications that allows users to trade leading Cryptocurrencies (the “Ecosystem”) and to provide liquidity in this exchange (the “Services”) within the ecosystem. Additional information regarding the Ecosystem, and the Services is described in the Whitepaper available at {insert white paper link}.

b. While the Company is developing certain applications and software for use in the Ecosystem, the Company does not operate or control the Ecosystem. The Company is not responsible or liable for the Ecosystem or any third-party uses of the Ecosystem.

c. Purchase, ownership, receipt or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with Services enabled by the Ecosystem, if successfully completed and deployed. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or the Company and its corporate affiliates, other than any rights relating to the provision and receipt of Services in the Ecosystem, subject to limitations and conditions in these Terms.



d. The Company reserves the right to migrate the ERC-20 Tokens to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the Ecosystem.

5. Scope

a. Unless otherwise stated herein, these Terms only govern your purchase of Tokens from Company during the Crowdsale.

b. Any use of Tokens in connection with providing or receiving Services in the Ecosystem may be governed by other applicable terms and conditions and policies.

6. Cancellation; Refusal of Purchase Requests

All Token purchases from the Company are final, and there are no refunds or cancellations, except as may be required by applicable law or regulation. The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

7. Token Allocation

Important information about the Company's creation and intended use of the Tokens is provided in the White Paper. By purchasing Tokens, you acknowledge that you have read and understood the Crowdsale section.

8. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing Tokens, owning Tokens and using Tokens for the provision or receipt of Services in the Ecosystem, as disclosed and explained in Exhibit A to these Terms. BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

9. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access



to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

10. Personal Information

The Company may determine, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling Tokens to you. You agree to provide the Company such information promptly upon request. You acknowledge that the Company may refuse to sell Tokens to you until you provide such requested information and the Company has determined that it is permissible to sell you Tokens under applicable laws or regulations.

11. Taxes

Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.

12. Purchaser Representations and Warranties

By sending ETH to purchase Tokens from the Company, you represent and warrant that:

- a. you have read and understood these Terms (including all Exhibits);
- b. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN EXHIBIT A OF THESE TERMS;
- c. you have a sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;



d. you understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledges and assumes all such risks;

e. you have obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase the Tokens;

f. you understand that the Tokens confer only the right to provide and receive Services in the Ecosystem (and potentially contribute to the technical development of the Ecosystem), and confer no other rights of any form with respect to the Ecosystem or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

g. you are purchasing Tokens solely for the purpose of receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with the Company and the Ecosystem, and you are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;

h. your purchase of Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to:

(i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with the Company;

(ii) any foreign exchange or regulatory restrictions applicable to such purchase; and

(iii) any governmental or other consents that may need to be obtained;

i. you will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;

j. if you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);

k. you have obtained independent legal advice with respect to same before accepting these Terms, and, in accepting these Terms, you further represent and warrant to the Company that



you have been so advised to obtain independent legal advice, and that prior to accepting these Terms you have obtained independent legal advice, or have, in your discretion, knowingly and willingly elected not to do so;

l. you are not a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty or administrative act, and if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately cease using the Services;

m. if you are registering to use the Services on behalf of a legal entity, you further represent and warrant that:

(i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and

(ii) you are duly authorized by such legal entity to act on its behalf; and

n. none of the funds being used to purchase the Tokens are to the your knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities, and the funds being used to purchase the Tokens which will be advanced by you under these Terms will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Financial Intelligence Centre Act, 2001 (South Africa) (the "FICA") and you acknowledge that the Company may in the future be required by law to disclose your name and other information relating to these Terms, on a confidential basis, pursuant to the FICA, and to the best of the your knowledge, none of the funds to be provided by you to the Company are being tendered on behalf of a person or entity who has not been identified to you, and you will promptly notify the Company if you discover that any of such representations cease to be true, and will promptly provide the Company with all necessary information in connection therewith.

13. Indemnification

a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and its respective past, present and future employees, officers,



directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to:

- (i) your purchase or use of Tokens;
- (ii) your responsibilities or obligations under these Terms;
- (iii) your violation of these Terms; or
- (iv) your violation of any rights of any other person or entity.

b. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 13. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

14. Disclaimers

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY THE COMPANY:

- (i) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT;
- (ii) THE 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
- (iii) 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.

b. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 14 may not apply to you.



15. Limitation of Liability

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

(i) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES 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 THESE TERMS, 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 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND

(ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAID TO THE COMPANY FOR THE TOKENS.

b. THE LIMITATIONS SET FORTH IN SECTION 15 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

c. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 15 may not apply to you.

16. Release

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties 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 users and the acts or



omissions of third parties. You expressly waive any rights you may have under any other 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.

17. Dispute Resolution; Arbitration

a. Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either you or the Company seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, all Disputes arising out of or in connection with these Terms, or in respect of any legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the “The Commission for Conciliation, Mediation and Arbitration” (“CCMA”) pursuant to CCMA Rules. The place of arbitration will be Pretoria, Gauteng, South Africa.

b. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will 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. Further, 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.

c. Notice; Informal Dispute Resolution. Each of you and the Company will notify the other party in writing of any arbitrable or small claims Dispute within 30 days of the date it arises, so that each of you and the Company can attempt in good faith to resolve the Dispute informally. Notice to the Company will be sent by e-mail to the Company at info@artisturba.com. Notice to you will be by email to the email address provided to the Company.



Your notice 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.

If you and the Company cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable party, then either you or the Company may, as appropriate and in accordance with this Section 17, commence an arbitration proceeding or, to the extent specifically provided for in Section 17(a), file a claim in court.

18. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of South Africa, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms that is not subject to arbitration will be resolved and governed through the courts of South Africa, with the venue being Pretoria, Gauteng, South Africa.

19. Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms 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 Terms.

20. Miscellaneous

These Terms constitute the entire agreement between you and the Company relating to your purchase of Tokens from the Company. The Company may assign the Company's rights and obligations under these Terms. The Company's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The Company will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond the Company's reasonable control. Purchasing Tokens from the Company does not create any form of partnership, joint venture, or any other similar relationship between you and the Company. Except as otherwise



provided in herein, these Terms are intended solely for the benefit of you and the Company and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that the Company provides to you, including these Terms, will be provided in electronic form.



EXHIBIT A

Certain Risk Relating to Purchase, Sale and Use of Tokens

Important Note: As noted elsewhere in these Terms, the Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit A is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit A; (ii) any error, omission or inaccuracy in any such information; or (iii) any action resulting from such information.

By purchasing, owning, and using Tokens, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the Token Receipt Address, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

2. Risks Associated with the Ethereum Protocol

Because Tokens and the platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on



the platform or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the platform, including the utility of the Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risks Associated with Rootstock

Because the Company intends that some of the smart contracts in the platform will be based on the Rootstock protocol, any malfunction, breakdown, or abandonment of the Rootstock protocol may have a material adverse effect on the platform or the utility of the Tokens within the platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the platform, including the utility of the Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Rootstock protocol. Additionally, Rootstock, including all necessary features of the Rootstock platform, may not be complete in a timely fashion for its use in the growth and development of the platform, which could also have an adverse effect of the utility of the Tokens in the platform.

4. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

5. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce



weaknesses into the core infrastructure of the platform, which could negatively affect the platform and the Tokens, including the utility of the Tokens for obtaining Services.

6. Risks Associated with Markets for Tokens

The Tokens are intended to be used solely within the platform, and the Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to the Tokens you own. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

7. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by Company, to offer recourse to you.

8. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the platform and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and the Tokens. Regulatory actions could negatively impact the platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the



purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

9. Risks Arising from Taxation

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

10. Risk of Competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the Services. The platform may compete with these alternatives, which could negatively impact the platform and Tokens, including the utility of the Tokens for obtaining Services.

11. Risk of Insufficient Interest in the platform or Distributed Applications

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

12. Risks Associated with the Development and Maintenance of the platform

The platform is still under development and may undergo significant changes over time. Although the Company intends for the Tokens and platform to function as described in the White Paper of Artis Turba, and intends to take commercially reasonable steps toward those ends, the Company may have to make changes to the specifications of the Tokens or platform for any number of legitimate reasons. Moreover, the Company has no control over how other participants will use the platform, what products or services will be offered through the



platform by third parties, or how third-party products and services will utilize Tokens (if at all). This could create the risk that the Tokens or platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite the Company's good faith efforts to develop and participate in the platform, it is still possible that the platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the platform and Tokens, and the potential utility of the Tokens, including the utility of the Tokens for obtaining Services.

13. Risk of an Unfavorable Fluctuation of ETH or BTC Value

If the value of ETH or BTC fluctuates unfavourably during or after the Crowdsale, the Company team may not be able to fund development, or may not be able to develop or maintain the platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH and/or BTC, including uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of a so-called "Hard Fork" of bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

14. Risk of Dissolution of the Company or platform

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH and/or BTC (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including their utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the platform may no longer be viable to operate or the Company may dissolve.

15. Risks Arising from Lack of Governance Rights

Because Tokens confer no governance rights of any kind with respect to the platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the platform, to create and sell



more Tokens for use in the platform, or to sell or liquidate the Company. These decisions could adversely affect the platform and the utility of any Tokens you own, including their utility for obtaining Services.

16. Unanticipated Risks

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this Exhibit A of these Terms, there are other risks associated with your purchase, possession and use of the Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit A of these Terms.