

TERMS AND CONDITIONS OF PUBLIC TOKEN SALE

\$LINGO TOKENS

By purchasing \$LINGO tokens (“**Lingo Tokens**” or “**Tokens**”) during the public Token sale (the “**Token Sale**”) from Blockstar Holdings Ltd, an international business company incorporated and existing under the laws of the Seychelles under number 233383 (the “**Company**”, “**We**”, or “**Us**”), You (“**You**” or “**Purchaser**”) agree to be bound by these Terms and Conditions (the “**Terms**”) and all terms incorporated by reference. Each of You and the Company is a “**Party**,” and together the “**Parties**”.

PLEASE READ THESE TERMS CAREFULLY. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE TOKENS DESCRIBED HEREIN AND AGREE TO ASSUME SUCH RISKS UPON ANY TOKEN PURCHASE. NOTE THAT THESE TERMS CONTAIN CLASS ACTION WAIVER, WHICH MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PROCEED WITH THE TOKEN PURCHASE.

THESE TERMS DO NOT CONSTITUTE A PROSPECTUS OR AN OFFERING DOCUMENT AND DO NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY INVESTMENT OR FINANCIAL INSTRUMENT IN ANY JURISDICTION. NOTHING IN THESE TERMS CONSTITUTES LEGAL, FINANCIAL, BUSINESS, OR TAX ADVICE, AND IT IS RECOMMENDED THAT YOU CONSULT YOUR OWN LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISOR BEFORE ENGAGING IN THE PURCHASE OF THE TOKENS AND/OR ANY ACTIVITY RELATED HERETO.

1. Eligibility

To participate in the Token Sale, purchase and receive Tokens, all natural persons of at least 18 years old, which comply with these Terms and complete the registration process (the “**Know Your Customer**” process or “**KYC**” process and the “**Know Your Transaction**” process or “**KYT**”) as described in these Terms, are considered as “**Eligible Purchasers**” except a Purchaser who is considered as a “**Prohibited Person**”, i.e., including but not limited to:

- any Purchaser whose acquisition, holding or use of Tokens would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions;
- any Purchaser on behalf of terrorists or terrorist organizations, including those persons or entities that are subject to U.S., EU, OECD or other applicable sanctions or embargoes, e.g., the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Asset Control (“**OFAC**”); and
- any Purchaser being a resident or having its domicile in any jurisdiction excluded by the Company or purchasing Tokens from a location in a Restricted Jurisdiction, in particular: [Afghanistan, American Samoa, American Virgin Islands (US Virgin Islands), Anguilla,

Antigua and Barbuda, Barbados, Belarus, Bulgaria, Burkina Faso, Burundi, Cameroon, Central African Republic, China, Croatia, Democratic People’s Republic of Korea (North Korea), Democratic Republic of the Congo, Fiji, Gibraltar, Guam, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Kenya, Lebanon, Libya, Mali, Moldova, Mozambique, Myanmar, Namibia, Nicaragua, Niger, Nigeria, Palau, Panama, Philippines, Russia, Samoa, Senegal, Somalia, South Africa, South Sudan, Sudan, Syria, Tanzania, Trinidad and Tobago, Tunisia, Turkey, Uganda, United Arab Emirates, United States of America, Vanuatu, Venezuela, Vietnam, Yemen, Zimbabwe] (“**Restricted Jurisdictions**”).

The Company reserves the right to amend the criteria of an Eligible Purchaser for the purpose of purchasing and receiving Lingo Tokens.

The Company may choose to nominate third party service providers to collect and implement KYC and KYT process on its behalf, which may also require You to accept their terms and conditions and/or privacy policies (including, but not limited to, the Company’s privacy policy accessible at <https://mylingo.io/privacy-policy/>). We or Our third party service provider may keep a copy of such provided information.

The Company reserves the right to require You to provide Us with your personal details (including without limitation: full name or legal name address and details of the virtual assets wallet from which You have sent the payment, etc.), and it is the sole responsibility of the Purchaser to provide correct details. Failure to provide this information will prevent Us from transferring Lingo Tokens to Your virtual asset wallet.

2. Purpose and Usage of Tokens

The Lingo Token is a utility token and is to be used for accessing certain services to be offered *via* a dedicated website and/or mobile application (the “**Interface**”) to be developed and made available to the public by the Company (the “**Project**”).

The main anticipated features to be attached to the Tokens are to allow their holders to benefit from:

- (i) discounts on holiday stays in villas, boutique and resort hotels and/or other properties owned by the Company or its affiliates;
- (ii) access to certain events (conferences) or services (*e.g.*, access to SPA, swimming pool, gym) offered by such properties owned by the Company or its affiliates;
- (iii) airdrop of Tokens.

For the avoidance of doubts, in no circumstances will the Tokens grant to its holders:

- (i) any property right, direct or indirect, on any real estate, including those to be purchased by the Company or its affiliates or already in the Company’s or affiliates’ portfolio;
- (ii) any revenue right, similar to dividends, linked directly or indirectly to the yield generated by the real estate investment made by the Company or its affiliates or

already in the Company's or affiliates' portfolio.

The Project is described in the Company's non-contractual ["**litepaper**"] accessible at [bento.me/lingo]), as amended from time to time.

By purchasing the Tokens, you agree to be bound by these Terms, under which:

- (i) the Tokens possess no rights, uses, or attributes other than those explicitly stated herein. Be aware that owning Tokens involves multiple risks, including the potential loss of all invested amounts;
- (ii) the Interface is in an early stage of development and may undergo significant changes over time;
- (iii) the Tokens are non-refundable and cannot be cancelled or exchanged for cash (or its equivalent value in any other virtual currency) and do not incur any payment obligation from the Company;
- (iv) the Tokens do not grant any voting rights, ownership rights, or other interest of any form in relation to the Company or its assets and any associated company or service provider;
- (v) The Tokens do not confer any rights to participate in, or lay claim to, any aspect of the Company's operations or assets. This includes, but is not limited to, future revenue, dividends, shares, ownership, or equity stakes; nor do they grant voting rights, rights to distributions, redemptions, liquidation benefits, or proprietary rights, including intellectual property. Additionally, Token holders are not entitled to access the Company's financial statements or data, nor do they have the right to participate in shareholder meetings, nominate directors, or possess any financial, legal, or intellectual property rights. In summary, the Tokens do not offer any form of participation or entitlement related to the Company's success or activities;
- (vi) The Tokens are not intended to be a representation of currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment;
- (vii) The Tokens are not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
- (viii) The Tokens are not a loan to the Company and is not intended to represent a debt owed by the Company, and there shall be no expectation of profit or interest income arising in connection therewith;
- (ix) The Tokens are not intended to constitute a financial derivative, commercial paper, speculative investment or negotiable instrument, digital currency, security, investment contract, commodity interest or underlying for a derivative transaction or a unit of an Alternative Investment Fund or any financial instrument and therefore the existing financial market rules, in particular Directive EU 2014/65 (MIFID II) and the

Prospectus Regulation EU 2017/1229, do not apply;

- (x) The Tokens are not intended to constitute electronic money pursuant to the Directive 2009/110 EU (EMD 2) and/or any local laws and regulations;
- (xi) The Tokens do not result in any mutual covenants, or agreement to rights and obligations, being entered into between You and other holders of Lingo Tokens; and
- (xii) The Tokens shall be subject to limitations and conditions contemplated in these Terms.

Lingo Tokens do not have any tangible or physical manifestation, and do not have any intrinsic value (nor does the Company or any other person make any representation or give any commitment as to its value).

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY IS UNDER NO OBLIGATION TO ISSUE REPLACEMENT LINGO TOKENS IN THE EVENT ANY LINGO TOKENS OR PRIVATE KEY IS LOST, STOLEN, MALFUNCTIONING, DESTROYED OR OTHERWISE INACCESSIBLE OR UNUSABLE FOR ANY REASON.

3. Scope of Terms

Unless otherwise stated herein, Your purchase of Lingo Tokens during the Token Sale is governed solely by these Terms, which further outline the contemplated functions and rights associated with the Tokens. The Company will have no responsibility for the use of the Tokens after the Tokens are sold.

4. Token Sale Specifications

Token Price.

During this Token Sale, each Lingo Token shall be sold at a prices as shown on presale.mylingo.io/en, starting as from \$0.15 per Token, for the public and \$0.12-0.148 for community benefits.

Commencement Date and Duration of the Token Sale.

The Token Generation Event (the “**TGE**”) shall occur on the closing day of the subscription period of the Token Sale, currently projected to occur on [27 June 2024], or when demand equals the number of offered Tokens.

As of the date of the TGE, the Company shall deliver [10]% of the purchased Tokens to the Purchaser. Then, a 3 month cliff followed by a [12]-months [linear vesting] after the TGE applies.

The Company reserves the right to alter the commencement date and duration of the Token Sale as well as cancel the Token Sale and refund purchase amounts at any time before the Tokens

are delivered.

5. Token Sale Procedure

Registration. To be able to purchase Tokens You must complete the registration process successfully and comply with these Terms, whereby only natural persons being Eligible Persons is allowed to participate in the Token Sale.

You may be required to successfully pass the KYC/KYT registration process of the Company and complete the whitelisting instructions. We reserve Us the right to approve or reject Your registration for any reason whatsoever.

Token Purchase and Delivery. To be able to receive Tokens, You must correctly provide a compatible virtual assets wallet address as failure to provide a correct public wallet address may result in a total loss of Your purchased Tokens.

6. Customer Due Diligence

Please note the following:

- (i) You have no general right of withdrawal and You thereby waive Your right of withdrawal with respect to the purchase of the Tokens;
- (ii) To be eligible to purchase Tokens, You understand to be obliged to undergo and successfully pass any customer due diligence process determined by the Company and/or its service providers and provide all data and Information requested by the Company (“**Customer Due Diligence**”);
- (iii) The Company will conduct the Customer Due Diligence either directly or via one or more external Service Providers. The Customer herewith explicitly agrees to the processing of the Customer Due Diligence data by the Company and/or the external Service Providers used by the Company. In particular, You agree that Your data may be passed to external Service Providers and may be processed and used by such Service Providers.

7. Security

You are responsible for implementing reasonable measures for securing your wallet, vault or other storage mechanisms You use to receive and hold Tokens You purchase from Us, 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. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with Your account, (ii) private keys required to access any relevant address or Your Tokens and (iii) Your username, password and any other login or identifying credentials, including those used by the Company’s service providers.

8. Rejection and Refund Policy

Your purchase of Tokens during the Token Sale is final. You cannot cancel the purchase and Your purchase cannot be refunded, except as provided in these Terms or as may be required by applicable law or regulation.

Notwithstanding the foregoing, the Company has the right to reject Your offer to purchase Tokens at its sole discretion, in whole or in part, without giving a reason for that rejection and in those circumstances, the virtual assets and fiat submitted by You will be returned to You.

Neither the Company nor the Service Providers are responsible for an unsuccessful attempt to purchase the Tokens, regardless of the reason.

For the avoidance of doubt, the Company shall not be obliged to notify You of the outcome of any of Our customer identification and/or due diligence checks, or in any case provide reasons for unsatisfactory results of checks.

9. Taxation

The Purchase Price that You pay for the Tokens is exclusive of all applicable taxes, levies, duties or similar governmental assessments of any kind, including, but not limited to, use or capital gains taxes.

You are responsible for determining if taxes are applicable. Further, You are responsible to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. You bear the sole responsibility in determining if the purchase of Tokens, or the potential appreciation or depreciation in the value of Tokens over time has tax implications for the Purchaser in the Purchaser's relevant jurisdiction.

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.

By purchasing the Tokens, You agree not to hold any of the Company, its affiliates, shareholders, directors, or advisors liable for any tax liability associated with or arising from the creation, ownership or purchase of Tokens.

10. Force Majeure

“Force Majeure” means an event beyond the reasonable control of the affected Party including, without limitation, natural disasters such as earthquakes, fires and floods, wars, civil or military disturbances, acts of terrorism, rebellion, insurrection, civil commotion, cyberattacks, epidemic or pandemic, riots, extraordinary power failures and any such circumstances beyond its reasonable control or any similar unforeseen event that renders performance commercially implausible.

The Company shall not be held liable if it is evented, hindered or delayed from or in performing any of its obligations under this Terms by a Force Majeure Event. If an event of Force Majeure occurs, the Party injured by the other's inability to perform may elect to

suspend these Terms, in whole or part, for the duration of the Force Majeure circumstances.

11. Disruption Event

“**Disruption Event**” means any event or occurrence that causes a disruption in the functionality of the blockchain, and such disruption has an adverse effect on the processing time for the blockchain transactions; any event or occurrence that causes a disruption in the functionality of the smart contracts or other software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, or any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale.

In the event of a Disruption Event, the Company has the right to suspend the Token Sale and will then announce the suspension as soon as reasonably practicable. In this case the Company will determine in its sole discretion whether to nevertheless end the Token Sale; or extend the Token Sale for a period equal to the Disruption Event period. The Company will provide notice of the election in this regard in a public announcement of the resumption of the Token Sale following the Disruption Event period.

12. Transition Right

The Parties hereby acknowledge and agree that the Company initially plans to develop the Token on the [Base and Solana] blockchain, but may wish, at its sole discretion, and at any time, without obtaining any prior approval, to develop immediately and/or transition subsequently, the Token on another blockchain (the “**Transition Right**”). In such case, the Company shall promptly inform by any written mean the Purchaser of the exercise of the Transition Right, and the Company shall provide any reasonable assistance to the Purchaser to allow the smooth transitioning of the purchased and already delivered Tokens from the [Base and Solana] blockchain to the said blockchain.

13. Representation and Warranties

By purchasing Tokens, You irrevocably represent and warrant that:

- (i) You satisfy the eligibility requirements set forth in these Terms and You are not a Prohibited Person;
- (ii) You have read, understand these Terms including all referred terms including the Whitepaper and understand that by purchasing or otherwise receiving Tokens, You are accepting the Terms;
- (iii) You are familiar and have a technical understanding of the functionality, usage, storage, transmission mechanism or other material characteristics of cryptographic tokens, distributed networks, token storage mechanisms, *e.g.*, token wallets, blockchain technology and blockchain-based software systems to understand these Terms and risks and implication of purchasing Tokens and obtained sufficient information about the Tokens to make an informed decision to complete Your purchase;

- (iv) You acknowledge and understand that the Company may use Service Providers who will conduct the identification of the registration process and collect personal data on behalf of the Company in accordance with the applicable laws.
- (v) You understand that the Tokens are intended to be used only in connection with the Project, and confer no rights of any form with respect to Company or its affiliates, including, but not limited to, any ownership, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (vi) You are purchasing Tokens solely for Your personal or internal business use in connection with the Tokens' characteristics and are not purchasing Tokens for any other purposes, including, but not limited to, any resale, investment, speculative or other financial purposes;
- (vii) You are not purchasing Tokens as a nominee or custodian for another person or entity being a Prohibited Person;
- (viii) You understand with regard to Tokens, that We make no guarantees that You will be able to resell Tokens, or as to its future value, and that no market liquidity may be guaranteed and that the value of Tokens over time may experience extreme volatility or depreciate in full;
- (ix) You understand and acknowledge that these Terms shall not be construed as the offer or sale of any securities or financial instruments of any kind as defined by local laws and regulations, and You understand and acknowledge that no actions of, or documentation issued by Company, shall be construed as such;
- (x) You understand that the Company is not registered with or licensed by any financial regulatory authority in the Republic of Seychelles, or elsewhere. Accordingly, no financial regulatory authority has passed upon the contents of these Terms or the merits of purchasing Tokens, nor have these Terms been filed with, or reviewed by any financial regulatory authority;
- (xi) You have obtained sufficient information about the Tokens, to make an informed decision to purchase the Token;
- (xii) all registration information You have provided is complete and accurate;
- (xiii) Your purchase of Tokens complies with applicable laws and regulations in Your jurisdiction, including, but not limited to: (i) any foreign exchange or regulatory or import/export restrictions applicable to such purchase, and (ii) any governmental or other consents that may need to be obtained;
- (xiv) You will not use Tokens in connection with any activity that violates applicable laws in any relevant jurisdiction;
- (xv) You will maintain sole and continuous control of Your wallet until the Tokens are delivered to Your wallet, and You will not share or disclose the account credentials associated with Your wallet with any other party and will not function as a proxy for

any other person;

- (xvi) You will comply with any applicable tax obligations in Your jurisdiction arising from Your purchase of Tokens;
- (xvii) YOU WILL WAIVE ANY RIGHT THAT YOU MAY HAVE, OR OBTAIN IN THE FUTURE, TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR A CLASS WIDE ARBITRATION AGAINST THE COMPANY AND AFFILIATED COMPANIES OR SERVICE PROVIDERS INVOLVED WITH THE SALE OF THE TOKENS;
- (xviii) To the extent permitted by law, You understand that the Company makes no warranty whatsoever either expressed or implied regarding the implementation, development and future success of the Tokens, the Interface or any other blockchain/network on which the Company may ultimately build the Tokens.

14. Acknowledge and Assumption of Risks

You acknowledge and agree that there are numerous risks associated with purchasing, owning, holding and using Tokens and that blockchain and virtual currencies / tokens are unverified technologies that are beyond control of the Company. In particular, by purchasing Tokens, You bear full responsibility for any risks designated in these Terms and You expressly acknowledge and assume the risks, including, but not limited to, as follows:

- (i) **Development failure.** The Company is committed to the successful creation of the Tokens to be used within the Interface in the context of the Project. However, there is a risk that the Interface may not be successfully deployed and the Tokens not created. The project of the Company is still at an early stage and its completion may be prevented by a number of factors such as lack of funding or, if implemented, for lack of success.
- (ii) **Risk of amendments in functionality and rights.** Lingo Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are specifically described in the [White Paper] and which may change from time to time.
- (iii) **Non-refundable Token.** The Company is under no obligation to refund You with Lingo Tokens for any reason.
- (iv) **Risks associated with the Company.** There is a risk that key team members of the Company, whose knowledge and experience are essential to a successful development and deployment leave the Company thereby compromising the success of the project. Further, start-up companies always involve a high degree of risks (financial, operating risks, etc.) and issues which cannot be solved.
- (v) **Legal and regulatory framework.** The legal and regulatory framework of national and international jurisdictions with regards to blockchain technology is in development and subject to changes. Regulatory measures might impact Tokens and/or Interface negatively in a number of ways. The Company may cease to operate in a country or even abandon certain features of the project if regulatory action or changes in laws or regulations make it illegal to operate in such country or it is not

commercially desirable to obtain the necessary regulatory approval(s) to operate in such country. This includes, in particular, the risk that the Tokens cannot be used or can no longer be used for its intended purpose due to changes in the legal or regulatory framework and may become unusable under certain circumstances. The Company therefore does not guarantee that the Tokens are legal in all jurisdictions. The Purchaser solely bears all legal or financial consequences if the Tokens are considered as securities / financial instruments or deemed illegal in the Purchaser's respective jurisdiction. The Purchaser is obliged to verify whether the acquisition and disposal of the Tokens is legal in their jurisdiction, and by accepting the provisions of this Terms, the Purchaser agrees not to use the Tokens in case their use is considered not legal.

- (vi) **Tax risks.** There are numerous risks in connection with the Tokens and tax law and regulations. You are obliged to seek Your own tax advice and evaluate tax consequences in connection with purchasing, holding, using and selling the Tokens, which may result in adverse tax consequences to You.
- (vii) **Risk of Bugs, Theft and Hacking.** The Project is at an early stage and the blockchain technology is a new technology. There is no assurance that such technology will be free of viruses, bugs or other harmful components or operate as intended. There is a risk that the Tokens may unintentionally contain flaws or bugs in its source code that affect the use of Tokens or cause the loss of a Token.
- (viii) **Smart contracts.** There is a risk that any smart contract used for the distribution of the Tokens contains security gaps, errors or dysfunctionalities which may adversely affect the distribution and use of the Tokens.
- (ix) **Risk of losing access.** A wallet and the Tokens it contains can only be accessed using the private key assigned to the wallet or a respective smart contract controlling the wallet. You are responsible for safeguarding and maintaining Your wallet, private keys, any token, cryptocurrency or virtual assets associated therewith, as well as for the protection of the private key and the wallet against unauthorized access by third parties. Loss of the private keys can lead to irretrievable loss of the Tokens. The Company recommends seeking professional advice on the safe management of private keys. Further, Tokens are typically transferred digitally, through electronic media not controlled or regulated by any entity. To the extent a Token is transferred erroneously to the wrong destination, You may be unable to recover the Tokens as Token transactions are irrevocable.
- (x) **Blockchain.** The Tokens are based on blockchain protocol and architecture. Thus, a malfunction, unintended function, or unforeseen operation of the blockchain may cause the Tokens to become defective or function unexpectedly or unintentionally. The future of cryptography and security innovations are highly unpredictable.
- (xi) **Security weakness.** Hackers or other groups or organizations may attempt to interfere with the Purchaser's wallets, or the Tokens in variety of ways, including but not limited to denial-of-service attacks, spoofing, smurfing, malicious attacks or consensus-based attacks, which may result, for instance, that the Tokens being stolen or inaccessible without chance of recovery. Blockchains are exposed to mining attacks

which may put the smart contract at risk. An attack or a breach of security could result in a loss of private keys, data or Tokens, unauthorized transactions, an interruption of the Blockchain for an extended period of time, violation of applicable privacy and other laws, and legal and financial exposure. There can be no assurance that the security measures will be effective.

- (xii) **Risk of Uninsured Losses.** Unlike bank accounts or accounts at some other financial institutions, funds held using blockchain technology are generally uninsured. In the event of any loss, there is no public insurer, or private insurer, to offer recourse to You.
- (xiii) **Risks Associated with Markets for the Tokens.** The Company cannot control the market of the Tokens and it is possible that there is a lack of interest with regards to the Tokens, which could negatively impact the creation and deployment of the Tokens as well as the Interface and therefore all intended utilities of the Tokens. The Tokens are intended to be used solely in connection with the Interface, and the Company does not support or otherwise facilitate any secondary trading or external valuation of the Tokens. This restricts the contemplated avenues for using the Tokens and could therefore create illiquidity risk with respect to the Tokens You hold. Even if secondary trading of the Token is facilitated by third party exchanges, such exchanges may be new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third parties do ascribe an external exchange value to the Tokens (e.g., as denominated in a virtual asset and/or fiat currency). It is also possible that no secondary markets ever develop for the Tokens.
- (xiv) **Risks Associated with Our Intellectual Property.** The Company may consider some technology that it develops to be proprietary. The Company may also rely on trademark, copyright, and trade secret law to protect its rights. However, these laws offer only limited protection. In addition, other countries may provide the Company with little to no intellectual property right protection. If the Company is unable to protect its intellectual property, the value of the Tokens may decline.
- (xv) **Risks Associated with Data Privacy Laws.** There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using the Tokens, which would reduce or diminish the value of the Tokens and cause the Project to fail.
- (xvi) **Unanticipated Risks.** Utility tokens such as the Tokens are a new and untested technology. There are risks associated with Your purchase, holding and use of the Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks.

15. Governing Law, Jurisdiction and Arbitration

These Terms will be governed by and construed and enforced in accordance with the laws of the Republic of Seychelles, without regard to conflict of law rules or principals (whether

of the Republic of Seychelles or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the Parties arising out of or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved and filed only in the courts of the Republic of Seychelles.

The Purchaser irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the Republic of Seychelles courts and any appellate court from any such court, solely for the purpose of any action, suit or proceeding brought to enforce its obligations under these Terms, and (ii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.

16. Indemnification.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY, THE SERVICE PROVIDERS AND OUR/THEIR 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 ASSIGNEES FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, 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) ANY BREACH BY YOU OF THESE TERMS; OR
- (IV) ANY INFRINGEMENT OR VIOLATION BY YOU OF ANY RIGHTS OF, OR LAWS OR REGULATIONS APPLICABLE TO, ANY OTHER PERSON OR ENTITY.

You agree to promptly notify the Company of any third-party Claims, cooperate with the Company in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees).

The Company reserves the right to exercise control over the defense or settlement, at Your expense, of any Claim subject to indemnification at Company's sole option. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between You and Company.

17. DISCLAIMER

TO THE FULLEST EXTENT PERMISSIBLE UNDER THE APPLICABLE LAW, IN NO EVENT WILL EITHER THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES OR

LIABILITIES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS TERMS, BREACH OF THIS TERMS, ANY OTHER GOODS, SERVICES OR OTHER ITEMS PROVIDED UNDER OR IN CONNECTION WITH ANY OF THE FOREGOING, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF EITHER PARTY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED ANY OF THE INFORMATION SET FORTH IN THESE TERMS OR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY. NO SUCH ACTION HAS BEEN OR WILL BE TAKEN UNDER THE LAWS, REGULATORY REQUIREMENTS, OR RULES OF ANY JURISDICTION.

To the fullest extent permitted by applicable law and except as otherwise specified in a writing by Us, Tokens are sold on an “as is” and “as available” basis without warranties of any kind, and We 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.

Changes in relevant laws and regulations in any jurisdictions in which the Company is operating shall constitute a Force Majeure and the Company shall not be responsible for any result arising out of such changes in relevant laws and regulations.

In jurisdictions where some disclaimers are not allowed under law, the above exclusion and limitation shall apply to the greatest extent enforceable under applicable law.

18. Limitation of Liability.

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, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE, LOSS OF USE OR DATA, LOSS OR DEPLETION OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF CONTRACT, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR THE LIKE) 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 PAY TO US FOR THE TOKENS.

In case of claims that are based on intent or gross negligence on the Company's part or its legal representatives, the Company shall not be liable according to the provisions of applicable law. In other cases – unless otherwise stipulated – the Company shall be liable only in the event of gross breach of principal contractual duties, for predictable, typically occurring damages. A principal contractual obligation is an obligation the fulfilment of which is essential for proper execution of the Terms, the breach of which jeopardizes reaching the contractual object and on observance of which the other Party to the contract may duly rely. The limitations pursuant also apply to the Company's legal representatives and assistants if claims are asserted directly against them.

The limitations do not apply insofar as the Company fraudulently concealed a defect. In all other cases, the Company's liability towards the Purchaser is excluded.

The overall liability for damages and lost profit in any event is limited to and does not exceed the purchase amount.

In jurisdictions that do not allow the limitation or exclusion of liability for incidental or consequential damages, the above exclusion and limitation shall apply to the greatest extent enforceable under applicable law.

19. Release

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE THE COMPANY AND THE OTHER INDEMNIFIED 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 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 FAVOUR AT THE TIME OF AGREEING TO THIS RELEASE.

20. Miscellaneous

- a. **Amendments.** This Terms and any of its terms may be amended or modified within the sole discretion of the Company from time to time. You are solely responsible for checking updated Terms.
- b. **Terms and Waiver.** These Terms constitute the entire agreement between You and the Company relating to Your purchase of Tokens from Us. 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 our reasonable control.

- c. **Termination.** This Terms will terminate upon completion of the Token Sale. The Company reserves the right to terminate the Terms set forth, in its sole discretion, in the event of a breach by You of these Terms. In this case all of Your rights immediately are terminated and You are not entitled to any refund of any amount paid whatsoever.
- d. **Partnership.** Purchasing Tokens from Us 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 provide to You, including these Terms, may be provided in electronic form.
- e. **Severability.** In case one or more of the provisions contained in this Terms shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Terms including its annexes or the Terms as a whole. The invalid, illegal or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that in legal and economic terms comes closest to what the Parties would have intended if they had been aware of the invalidity, illegality, or unenforceability of such provision.
- f. **Assignment.** The Company may assign its rights and obligations under these Term or novate its rights and obligations under these Terms without Your consent, and You agree to, at Your own expense, take whatever action or execute any document which the Company may require for the purpose of effecting any such assignment or novation by the Company. You shall under no circumstances be entitled to assign or novate Your rights and obligations under these Terms (including without limitation the right to claim any Tokens purchased).
- g. **Intellectual Property.** The Company retains all right, title and interest in all of the Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You may not use any of the Company's intellectual property for any reason without the Company's prior written consent.
- h. **Final Provision.** By purchasing the Tokens, You agree and acknowledge that You have read and fully understood and accept all terms set forth and agree to be legally bound by the Terms in its entirety.