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Disclaimer to append to White Paper

*THIS IS NOT AN OFFER TO SOLICIT SECURITIES AND RISKS ASSOCIATED WITH WETRUST AND
THE WETRUST NETWORK*

Last Updated February 23, 2017

This document is for informational purposes only and does not constitute an offer or solicitation to sell shares or securities in WeTrust or any related or associated company. Any such offer or solicitation will be made only by means of a confidential offering memorandum and in accordance with the terms of all applicable securities and other laws. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly this document does not constitute investment advice or counsel or solicitation for investment in any security. This document does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities, nor should it or any part of it form the basis of, or be relied on in any connection with, any contract or commitment whatsoever. WeTrust 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 document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.

The WeTrust Token, or “TrustCoin”, is a cryptographic token used by the WeTrust network. TrustCoin is not a cryptocurrency. At the time of this writing, TrustCoin (i) cannot be exchanged for goods or services, (ii) has no known uses outside the WeTrust network, and (iii) cannot be traded on any known exchanges.

TrustCoin is not an investment.

There is no guarantee – indeed there is no reason to believe – that the TrustCoin you purchase will increase in value. It may – and probably will at some point – decrease in value. Those who do not actually use their TrustCoin honestly and fairly will lose their TrustCoin to those who do.

TrustCoin is not evidence of ownership or right to control.

Controlling TrustCoin does not grant its controller ownership or equity in WeTrust, or the WeTrust network. TrustCoin does not grant any right to participate in the control the direction or decision making of WeTrust or the WeTrust Network.

1) Risk of Losing Access to TrustCoin Due to Loss of Credentials

The purchaser's TrustCoin may be associated with an WeTrust account until they are distributed to the purchaser. The WeTrust account can only be accessed with login credentials selected by the purchaser. The loss of these credentials will result in the loss of TrustCoin. Best practices dictate that purchasers safely store credentials in one or more backup locations geographically separated from the working location.

2) Risks Associated with the Ethereum Protocol

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

3) Risks Associated with Purchaser Credentials

Any third party that gains access to the purchaser's login credentials or private keys may be able to dispose of the purchaser's TrustCoin. To minimize this risk, the purchaser should guard against unauthorized access to their electronic devices.

4) 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 WeTrust network and TrustCoin 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 TrustCoin, which could impede or limit the development of the WeTrust network.

5) Risk of Alternative, Unofficial WeTrust Networks

Following the presale and the development of the initial version of the TrustCoin platform, it is possible that alternative networks could be established, which utilize the same open source code and open source protocol underlying the WeTrust network. The official WeTrust network may compete with these alternative, unofficial TrustCoinbased networks, which could potentially negatively impact the WeTrust network and TrustCoin.

6) Risk of Insufficient Interest in the WeTrust Network or Distributed Applications

It is possible that the WeTrust network will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of distributed applications. Such a lack of interest could impact the development of the WeTrust network and therefore the potential uses or value of TrustCoin.

7) Risk that the WeTrust Network, As Developed, Will Not Meet the Expectations of Purchaser

The WeTrust network is presently under development and may undergo significant changes before release. Any expectations regarding the form and functionality of TrustCoin or the WeTrust network held by the purchaser may not be met upon release, for any number of reasons including a change in the design and implementation plans and execution of the WeTrust network.

8) Risk of Theft and Hacking

Hackers or other groups or organizations may attempt to interfere with the WeTrust network or the availability of TrustCoin in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus based attacks.

9) Risk of Security Weaknesses in the TrustCoin network Core Infrastructure Software

The WeTrust network consists of open source software that is itself based on open source software. There is a risk that the WeTrust team, or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the WeTrust network interfering with the use of or causing the loss of TrustCoin.

10) Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the WeTrust platform, which could result in the theft or loss of TrustCoin.

11) Risk of TrustCoin Mining Attacks

As with other decentralized cryptographic tokens and cryptocurrencies, the blockchain used for the WeTrust network is susceptible to mining attacks, including but not limited to doublespend attacks, majority mining power attacks, “selfishmining” attacks, and race condition attacks. Any successful attacks present a risk to the WeTrust network, expected proper execution and sequencing of WeTrust markets, and expected proper execution and sequencing of Ethereum contract computations. Despite the efforts of the WeTrust Team, the risk of known or novel mining attacks exists.

12) Risk of Lack of Adoption or Use of the WeTrust Network

While TrustCoin should not be viewed as an investment, it may have value over time. That value may be limited if the WeTrust network lacks use and adoption. If this becomes the case, there may be few or no markets upon the launch of the platform, limiting the value of TrustCoin.

13) Risk of an Illiquid Market for TrustCoin

There are currently no exchanges upon which TrustCoin might trade. If ever exchanges do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. They may therefore be more exposed to fraud and failure than established, regulated exchanges for other products. To the extent that the exchanges representing a substantial portion of the volume in TrustCoin trading are involved in fraud or experience security failures or other operational issues, such exchanges’ failures may result in a reduction in the value or liquidity of TrustCoin.

14) Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, funds held using the WeTrust or Ethereum network are generally uninsured. In the event of loss or loss of value, there is no public insurer, such as the F.D.I.C., or private insurer, to offer recourse to the purchaser.

15) Risk of Dissolution of the WeTrust Project

It is possible that, due to any number of reasons, including without limitation an unfavorable fluctuation in the value of Bitcoin, unfavorable fluctuation in the value of TrustCoin, the failure of business relationships, or competing intellectual property claims, the WeTrust project may no longer be a viable business and may dissolve or fail to launch.

16) Risk of Malfunction in the WeTrust Network

It is possible that the WeTrust network malfunctions in an unfavorable way, including but not limited to one that results in the loss of TrustCoin, or information concerning a market.

17) Unanticipated Risks

Cryptocurrency and cryptographic tokens are a new and untested technology. In addition to the risks set forth here, there are risks that the WeTrust team cannot anticipate. Risks may further materialize as unanticipated combinations or variations of the risks set forth here.

PRIVACY POLICY

- Welcome to the WeTrust website (the "WeTrust Site"). Finclusion Labs, Inc. ("WeTrust", "we", "us" or "our") is committed to treating the personal and corporate information of our users with the utmost respect and sensitivity. Our privacy commitment is described in this privacy policy (the "Privacy Policy"). WeTrust provides the WeTrust Site to you subject to your acceptance of the Privacy Policy. The WeTrust Site is offered to you conditioned on your acceptance, without modification, of this WeTrust Privacy Policy.

● Application of this Privacy Policy

- This Privacy Policy applies to your use of (regardless of means of access) any of the current set of WeTrust products, collectively referred to as "WeTrust Products", such as our website

(www.WeTrust.io), our App for Windows, our App for Mac, our Android app and our browser extensions. The WeTrust Products are owned and provided by WeTrust.

- You can access, download or use WeTrust Products, through applications on Devices (defined below), through APIs, and through third parties as set forth herein, in the Terms of Use or in any Customer Agreement applicable to you. The term “Customer Agreement” shall include all agreements between WeTrust and customers or users, including, but not limited to, this Privacy Policy, TrustCoin Presale Purchase Agreement and WeTrust Terms of Use that may apply to a customer or user. A "Device" is any computer used to access the WeTrust Products, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device.
- WeTrust Products can enable you to use applications developed by third parties, individually and collectively referred to as "Third Party Apps" on a Device, such as an Android app on a Device running either the Microsoft Windows, Apple OS X or Linux operating systems.

● **General Information**

- We believe that you have the right to understand how your information is stored and used. We are not responsible for the privacy practices of any third parties or the content of linked sites although we do encourage you to read the applicable privacy policies and terms and conditions of such parties or web sites.

● **Information We Gather**

- Information you Provide: In general, you can visit the WeTrust Site without telling us who you are or revealing any information about yourself. If you wish to obtain information about our products or services you can contact us. We may collect your name, company name, email address, and street address, along with other personally identifiable information or personal data ("Personally Identifiable Information" or "PII") or other information you may choose to submit, as part of the inquiry process.
- When you register for a WeTrust account, we collect certain PII, which may include your name, company name, email address, telephone number, street address, taxpayer and immigration

information, payroll, insurance and banking information. You may be asked to provide log-in information, such as your email address and a password which will be used to access your account.

- By providing your PII to us, you explicitly agree to our collection and use of such information as described in this Privacy Policy. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing our features, and communicating with you.

- Information Automatically Collected: We (or our service providers acting on our behalf) may collect PII and other information about the WeTrust Products that you use and how you use them. This information includes information that may identify you as well as statistical information ("Analytics") that does not identify you. Some Analytics may be correlated with your PII. Usage information may include:

- a) Device Information: We may collect Device-specific information (such as your hardware model, operating system version, unique Device identifiers and mobile network information including phone number). We may associate your Device identifiers or phone number with your WeTrust Account.

- b) Log Information: When you use WeTrust Products, we may automatically record or log information from your Device, its software, and your activity using the WeTrust Products. This may include:

- The Device's Internet Protocol ("IP") address
- Identification numbers associated with your Devices
- Device event information such as crashes, system activity and hardware settings
- Locale preferences
- Application activity such as app upload, app download, app installation, app

uninstallation, app start, app play duration, app stop, app crashes, app network activity and app resource consumption

- Date and time stamps associated with transactions
- System configuration information
- Metadata concerning your applications; and
- Other interactions with the WeTrust Products.

● Cookies: We may receive and store certain types of information whenever you interact with us.

For example, like many Web sites, we may use "cookies," and we obtain certain types of information when your Web browser accesses the WeTrust Site or advertisements and other content served by or on behalf of the WeTrust Site on other Web sites. We use cookies to personalize our Site for you and to collect aggregate information about site usage by all of our users. A cookie is a text file that our Site transfers to your computer's hard drive for record-keeping purposes and to enhance the quality of your visit to our Site. The cookie assigns a random, unique number to your computer. Further general information about cookies and how they work is available at www.allaboutcookies.org.

● The cookies we may use on the WeTrust Site include:

● a) Session cookies: These temporary cookies expire and are automatically erased whenever you close your browser window. We use session cookies to grant our users access to content and to enable actions they must be logged in to do.

● b) Persistent cookies: These usually have an expiration date in the distant future and remain in your browser until they expire or you manually delete them. We use persistent cookies to better understand usage patterns so we can improve the site for our customers. For example, we may use a persistent cookie to associate you with your user account or to remember that your choices on the WeTrust Site, but this only works when cookies on our site are enabled.

● c) Third party cookies: We permit limited third parties to place cookies through the WeTrust Site

to provide us with better insights into the use of the WeTrust Site or user demographics or to provide relevant advertising to you. These third parties may collect information about a consumer's online activities over time and across different websites when he or she uses our website. For example, we may utilize Google Analytics to analyze usage patterns of the WeTrust Site. Google Analytics generates a cookie to capture information about your use of the WeTrust Site which Google uses to compile reports on website activity for us and to provide other related services. Google may use a portion of your IP address to identify their cookie, but this will not be associated with any other data held by Google.

- We may also permit third party service providers to place cookies through the WeTrust Site, as indicated above, to perform analytic or marketing functions where you are notified of them and you have consented to the usage. We do not control the use of such third party cookies or the resulting information and we are not responsible for any actions or policies of such third parties.
- Your use of the WeTrust Site will be deemed to be your consent to the placement of cookies on your computer or other device. If you prefer not to receive cookies through the WeTrust Site, you can set your browser to either reject all cookies, to allow only "trusted" websites to set them, or to accept only those cookies from those sites you are currently on. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to the WeTrust Site and use it.
- If you refuse cookies, this will limit system performance and may even cause certain features of the WeTrust Site to malfunction or not to work at all.
- E-mail Communications: To help us make e-mails more useful and interesting, we may receive a confirmation when you open e-mail from the WeTrust Site, if your computer supports such capabilities. In an effort to avoid sending unnecessary messages to our customers, we also compare our customer list to lists received from other companies.
- Wallet Address Information: When you create a wallet through our WeTrust Products, an encrypted wallet public key and private key pair is automatically generated and stored via our Services. When you enable notifications through your account settings, we will collect the

unencrypted wallet public key in order to provision such notifications. Under no circumstances do we ever collect an unencrypted private key from you.

- Blockchain Information: Many WeTrust Products are built on, or are directly integrated with, public record blockchains, such as the Ethereum Blockchain. Your use of WeTrust Products will be deemed to be your consent to the placement of information necessary to the proper functioning of WeTrust Products on all necessary Blockchains, both public and private. Please contact those sites directly for information on their privacy policies.

- Information from Other Sources: We might receive information about you from other sources and add it to our account information.

- **Use of Information**

- The use of your information is subject to the WeTrust Privacy Policy, the Terms of Use in effect at the time of use, TrustCoin Presale Purchase Agreement and/or the WeTrust Customer Agreement. The provisions contained herein supersede all previous notices or statements regarding our privacy practices with respect to the WeTrust Site.
- We may use aggregated data (independent of any personal identifiers) for research and commercial purposes. This information includes what areas our users visit most frequently and what services they access most often. This information helps us develop a better site that is more useful and accessible to you.
- We may use your PII internally for our general commercial purposes including, among other things, to offer our own, our affiliates' or third-party products and services that we think you may find of interest, but only WeTrust, its subsidiaries and contractors involved in distributing the offers or providing the products or services will have access to your PII. Our subsidiaries and contractors will be required to use any PII we provide them only for that intended purpose.
- We may use your email address to contact you to respond to your inquiries or to provide information on products or services to you. You can elect not to receive emails from us either by "unsubscribing" to an email you receive or by contacting us as indicated below.

- Do-Not-Track: We use technology that recognizes a "do-not-track" signal from your web browser. You may set a "Do Not Track" (DNT) privacy preference in your web browser. When you turn on DNT in your browser, we will use commercially reasonable efforts to stop collecting the information that allows us to tailor suggestions based on your recent use of the Service and your visits to websites within our advertising partner networks. Specifically, we stop collecting the unique cookie that links your browser to use of the Service and visits to these websites for tailoring suggestions or ads.
- Disclosing Your Information: We may reveal PII about you to unaffiliated third parties: (1) if you request or authorize it; (2) if the information is provided to help complete a transaction for you; (3) if the information is provided to comply with the law, applicable regulations, governmental and quasi- governmental requests, court orders or subpoenas, to enforce our Terms of Use or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.); (4) if the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that any of our assets are acquired by another party, customer information may be one of the transferred assets); (5) if the information is provided to our agents, outside vendors or service providers to perform functions on our behalf (e.g., analyzing data, providing marketing assistance, providing customer service, processing orders, etc.); (6) to allow them to market to you, or (7) as otherwise described in this WeTrust Privacy Policy.
- We may disclose your non-private, aggregated, or otherwise non-Personal information, such as usage statistics of our Products, to our affiliates and third parties.
- Opt-Out Rights: If you do not wish to receive offers or other commercial communications from us in the future, you can "opt out" by contacting us at the address indicated at the end of this policy or by following the "unsubscribe" instructions in any communication you receive from us. Please be aware that you are not able to opt out of receiving communications about your account or transactions with us.
- Accessing Your Information: You are required to provide us with accurate and up to date

information. WeTrust gives you the ability to amend your data at any time by accessing your account on our site and modifying the information. Any changes will affect only future uses of your PII.

- Subject to any legislation which might, from time to time, oblige us to store the information for a certain period of time, we will respect your wishes to correct inaccurate information. Otherwise, we will hold your information for as long as we believe it will help us to achieve our aims as detailed in this policy.

- You can ask us whether we are keeping personal information about you and you can ask to receive a copy of that personal information. Before sending you any personal data, we will ask you to provide proof of your identity. If you are not able to provide proof of your identity to our sole satisfaction, we reserve the right to refuse to send you any personal data. We will respond as quickly as we can to your requests for details of personal information we hold about you.

- **Security**

- We have security measures in place in our physical facilities and in our computer systems, databases, and communications networks that are reasonably designed to protect information contained within our systems from loss, misuse or alteration.

- WE ARE NOT RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ANY NON- PUBLIC INFORMATION THAT YOU PROVIDE US. IF THERE IS INFORMATION THAT YOU WISH TO PROTECT FROM DISCLOSURE TO OTHERS, DO NOT PROVIDE IT TO US.

- No method of electronic transmission or storage is 100% secure. Therefore, we cannot guarantee absolute security of your PII. You also play a role in protecting your information. Please safeguard your user name, email address and password and do not share them with others. If we receive instructions using your log-in information we will consider that you have authorized the instructions. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

● **California Residents**

- Because we value your privacy, we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent as set forth in this Policy.
- We may disclose your personal information to our affiliates or other third parties, including Google, who may use that information to market to you directly. Pursuant to California's "Shine the Light Act", California residents are permitted to request information about the manner in which we share certain categories of information with third parties for their marketing use. Please email us at team@WeTrust.io to request a copy of our disclosure pursuant to California law.

● **Children's Online Privacy Protection Act**

- We are in compliance with the requirements of the Children's Online Privacy Protection Act ("COPPA") and do not collect knowingly collect any information from anyone under 13 years of age. If you are under the age of 13, please do not submit any PII through the WeTrust Products. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children never to provide PII through the WeTrust Products without their permission. If you have reason to believe that a child under the age of 13 has provided PII to us through the WeTrust Products, please contact us, and we will endeavor to delete that information from our databases. Our website, products, and services are all directed to people who are at least 18 years old or older.

● **Links to Third-Party Sites**

- When you use the WeTrust Site or the WeTrust Products, you may be directed to other websites that are beyond our control. We may also allow third-party sites or applications to link to the WeTrust Site. We are not responsible for the privacy practices of any third parties or the content of linked sites but we do encourage you to read the applicable privacy policies and terms and conditions of such parties or web sites. The only website to which this Privacy Policy applies is

the WeTrust Site.

- **International Transfers**

- The PII we receive may be held on our computers and systems in the European Union, throughout Asia and in the computers and systems of our offices and datacenters in the United States and may be accessed by or given to our staff working outside the European Union. Your information may be processed by us in the United States, where laws regarding data protection may be less stringent than the laws in your country. By using the WeTrust Site and by providing any personal information to the WeTrust Site, all users, including without limitation users in Canada and the European Union, fully understand and unambiguously consent to the collection and processing of such information in the United States.

- **Online Privacy Policy Only**

- This WeTrust Privacy Policy applies only to information collected online through our website and not to information collected offline. This Privacy Policy shall not apply to any unsolicited information you provide to us through the the WeTrust Products or through any other means. This includes, but is not limited to, information posted to any public areas of the WeTrust Products, such as forums, any ideas for new products or modifications to existing products, and other unsolicited submissions (collectively, “Unsolicited Information”). All Unsolicited Information shall be deemed to be non-confidential and we shall be free to reproduce, use, disclose, and distribute such Unsolicited Information to others without limitation or attribution.

- **Terms of Use**

- Please also visit our Terms of Use section, which establishes the use, disclaimers, and limitations of liability governing the use of our website.

- **Customer Agreement**

- We may also collect information from our customers in connection with any Customer Agreement (Customer Agreements include all agreements between WeTrust and users, including,

but not limited to, this Privacy Policy, TrustCoin Presale Purchase Agreement and WeTrust Terms of Use) which may be applicable to that customer or user.

● **Changes to our Privacy Policy**

- As our services evolve and we perceive the need or desirability of using information collected in other ways, we may from time to time amend this Privacy Policy. We encourage you to check the WeTrust Site frequently to see the current Privacy Policy and Terms of Use in effect and any changes that may have been made to them. If we make material changes to this Policy, we will post the revised WeTrust Privacy Policy and the revised effective date on the WeTrust Site. Please check back here periodically or contact us at the address listed at the end of this Policy. Your continued use of our services after any changes or revisions to the Privacy Policy shall indicate your agreement with the terms of such revised Privacy Policy.

● **Contacting Us**

- This site is owned and operated by WeTrust. If you have any questions or suggestions with respect to this policy, or if you wish to ask us to delete, correct, or show you your information as provided above, you can write to us at team@WeTrust.io.

TERMS OF USE

Last updated February 22, 2017

● Welcome, and thank you for visiting the WeTrust website (the "WeTrust Site"). Finclusion Labs, Inc. ("WeTrust", "we", "us" or "our") provides the WeTrust Site, our App for Windows, our App for Mac, our Android app and our browser extensions (together, the "WeTrust Products") to you subject to the following terms of use ("Terms"). The WeTrust Products are offered to you conditioned on your acceptance, without modification, of the Terms. Your use of the WeTrust Products constitutes your agreement to all such Terms. Please read these Terms carefully, keep a copy of them for your reference, and if you have any questions about these terms of use please contact us prior to using the WeTrust Products.

● We are frequently modifying, updating, expanding, and improving the WeTrust Products. We reserve the right, subject to applicable law, to make changes, modify, or add or remove portions of these Terms, our Privacy Policy, the TrustCoin Presale Purchase Agreement, Customer Agreement, WeTrust tokens ("TrustCoin") and other incorporated terms and policies at any time, in our sole discretion. Material changes to these Terms will not be applied retroactively. Nonetheless, we encourage you to check the WeTrust Site frequently to see the current Terms of Use in effect and any changes that may have been made to them. If we make material changes to

these Terms, we will post the revised WeTrust Terms and the revised effective date on the WeTrust Site. Your continued use of the WeTrust Products after the date of any such changes become effective constitutes your acceptance of the new Terms. No one at WeTrust is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of written agreement signed by an authorized agent of WeTrust, and any other purported modifications or alterations or conflicting terms will be null and void.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST WETRUST ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

● **NOT BOILERPLATE**

- These terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at team@WeTrust.io and immediately navigate away from the WeTrust Products. Do not use the WeTrust Products until you and WeTrust have agreed upon new terms of use.

● **TrustCoin Presale Purchase Agreement**

- When you open an account with WeTrust, purchase TrustCoin, or engage in any other transaction with WeTrust, you also will be subject to the TrustCoin Presale Purchase Agreement, Customer Agreement and or other similar agreements governing your use of our services. In the case of any conflict between the Terms and the TrustCoin Presale Purchase Agreement, the provisions of the TrustCoin Presale Purchase Agreement will control.

● **Electronic Communications**

- Visiting the WeTrust Products or sending emails to WeTrust constitute electronic

communications. By visiting the WeTrust Site or sending emails to WeTrust, you consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email or on the WeTrust Products, satisfy any legal requirement that such communications be in writing.

● **Your Account**

- If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that WeTrust is not responsible for third party access to your account that results from theft or misappropriation of your account. WeTrust and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit content. You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the WeTrust Products. We will not be liable for any loss or damage arising from your failure to comply with this Section.

- WeTrust does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. If you are under 18, you may not use the WeTrust Products and may not enter into a TrustCoin Presale Purchase Agreement under any circumstances.

- You acknowledge that we may establish general practices and limits concerning use of the WeTrust Products, including without limitation the maximum period of time that data or other content will be retained by the WeTrust Products and the maximum storage space that will be allotted on WeTrust's servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the WeTrust Products. You acknowledge that we reserve the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to

change these general practices and limits at any time, in its sole discretion, with or without notice.

● **Third Party Services**

● The WeTrust Products may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of WeTrust and WeTrust is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. WeTrust is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by WeTrust of the site or any association with its operators. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

● Certain services made available via the WeTrust Products are delivered by third party sites and organizations. By using any product, service or functionality originating from the WeTrust Products domain, you hereby acknowledge and consent that WeTrust may share such information and data with any third party with whom WeTrust has a contractual relationship to provide the requested product, service or functionality on behalf of WeTrust Products users and customers.

● **Prohibited Uses and Intellectual Property**

● You are granted a non-exclusive, non-transferable, revocable license to access and use the WeTrust Products strictly in accordance with these Terms. As a condition of your use of the WeTrust Products, you warrant to WeTrust that you will not use the WeTrust Products for any purpose that is unlawful or prohibited by these Terms. You may not use the WeTrust Products in any manner that could damage, disable, overburden, or impair the WeTrust Products or interfere with any other party's use and enjoyment of the WeTrust Products. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the WeTrust Products.

● All content included on the WeTrust Products, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the WeTrust Products (collectively, "WeTrust Content"), is the property of WeTrust or its suppliers and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide

by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

- You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the WeTrust Content, in whole or in part, found on the WeTrust Products. WeTrust Content is not for resale. Your use of the WeTrust Products does not entitle you to make any unauthorized use of any WeTrust Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any WeTrust Content. You will use WeTrust Content solely for your personal use, and will make no other use of WeTrust Content without the express written permission of WeTrust and the copyright owner. You agree that you do not acquire any ownership rights in any WeTrust Content. We do not grant you any licenses, express or implied, to the intellectual property of WeTrust or our licensors except as expressly authorized by these Terms. If you are blocked by us from accessing the WeTrust Products (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

● **Communication Services**

- The WeTrust Products may but need not contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.
- By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload any content that infringes any

intellectual property or other proprietary rights of any party; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; upload any content that creates or poses a privacy or security risk to any person; upload any content that constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; upload any content that is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; interfere with or disrupt the WeTrust Products or servers or networks connected to the WeTrust Products, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18; further or promote any criminal activity or enterprise or provide instructional information about illegal activities; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

- WeTrust has no obligation to monitor the Communication Services. However, WeTrust reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. WeTrust reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- WeTrust reserves the right at all times to disclose any information as necessary to satisfy any

applicable law, regulation, legal process or governmental, or to edit, refuse to post or to remove any information or materials, in whole or in part, in WeTrust's sole discretion.

- Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. WeTrust does not control or endorse the content, messages or information found in any Communication Service and, therefore, WeTrust specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

- Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

- **Special Notice for International Use; Export Controls**

- The technology and software underlying the WeTrust Products ("Software") available in connection with the WeTrust Products and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the WeTrust Products or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the WeTrust Products.

- **Materials**

- WeTrust does not immediately claim ownership of the materials you provide to the WeTrust Products (including passwords, feedback and suggestions) or post, upload, input or submit to any WeTrust Products or our associated services (collectively "Submissions"). We do not have access to your password and cannot recover it in the event that it is lost. However, by posting, uploading, inputting, providing or submitting your Submissions you are granting WeTrust, our affiliated companies and necessary sublicensees permission to use your Submissions in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

- No compensation will be paid with respect to the use of your Submissions, as provided herein.

WeTrust is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in WeTrust's sole discretion.

- By posting, uploading, inputting, providing or submitting your Submissions you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

- You acknowledge and agree that we may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of WeTrust, its users and the public. You understand that the technical processing and transmission of the WeTrust Products, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

● **Third Party Accounts**

- We may permit you, from time to time, to connect your WeTrust account to third party accounts.

By connecting your WeTrust account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

● **International Users**

- The WeTrust Products are controlled, operated and administered by WeTrust from our offices within the United States of America. If you access the WeTrust Products from a location outside the USA, you are responsible for compliance with all local laws, whether in the United States or in your jurisdiction. You agree that you will not use the WeTrust Content accessed through the

WeTrust Products in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

● **Indemnification**

- You agree to indemnify, defend and hold harmless WeTrust, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the WeTrust Products or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. WeTrust reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with WeTrust in asserting any available defenses.

● **Disclaimer of Certain Liabilities**

- THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WETRUST PRODUCTS MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WETRUST AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WETRUST PRODUCTS AT ANY TIME.
- WETRUST AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WETRUST PRODUCTS FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WETRUST AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT WETRUST DOES NOT HAVE ANY CONTROL OVER ANY LOSSES YOU MAY INCUR AS A RESULT OF YOUR USE OF THE WETRUST PRODUCTS AND THAT WETRUST SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH LOSSES THAT YOU MAY INCUR. WETRUST DOES NOT MAKE ANY (AND HEREBY FULLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY LOSSES YOU MAY INCUR AS A RESULT OF YOUR USE OF THE WETRUST PRODUCTS.

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WETRUST AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WETRUST OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

- IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION TITLED “DISCLAIMER OF CERTAIN LIABILITIES” ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY

PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

● **Termination/access restriction**

- WeTrust reserves the right, in its sole discretion, to terminate your access to the WeTrust Products and its related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, the laws of the State of California govern this agreement. Use of the WeTrust Products is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

- You agree that no joint venture, partnership, employment, or agency relationship exists between you and WeTrust as a result of this agreement or use of the WeTrust Products. WeTrust's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of WeTrust's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the WeTrust Products or information provided to or gathered by WeTrust with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

- Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and WeTrust with respect to the WeTrust Products and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and WeTrust with respect to the WeTrust Products, except for any TrustCoin Presale Purchase Agreement into which you enter with WeTrust. In the case of any conflict, the terms of that TrustCoin Presale Purchase Agreement will control. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same

conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

● **Reviews and Comments**

- We may, from time to time, permit you or other visitors to post reviews, comments and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. WeTrust reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

● **Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver.**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

- For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the WeTrust Products or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to WeTrust should be sent to team@WeTrust.io ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If WeTrust and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or WeTrust may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by WeTrust or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or WeTrust is entitled. The arbitration will take place

in the federal judicial district of the Northern District of California, or if that is deemed inappropriate, the federal judicial district of your residence. As used in this Section, "we" and "us" mean the Finclusion Labs, Inc.. In addition, "we" and "us" include any third party providing any product, service, or benefit in connection with the WeTrust Products or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

- Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures"). Where no claims or counterclaims exceed \$10,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed necessary by the arbitrator, in which case, a party may elect to participate telephonically.

- You should review this provision carefully. To the extent permitted by applicable law, you are **GIVING UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights **EXCEPT** for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in the Northern District of California. Additionally, notwithstanding this agreement to arbitrate, you or us may seek emergency equitable relief before the state or federal courts located in the Northern District of California in order to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located within the Northern District of California for such purpose. A request for interim

measures shall not be deemed a waiver of the right to arbitrate.

- Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.
- You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.
- Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the

value of the relief sought is \$75,000 or less, at your request, we will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, we will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

- All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- This Section will survive termination of your account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) above of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) above of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in San Francisco, California.
- Notwithstanding any provision in these Terms to the contrary, WeTrust agrees that if it makes any future change to this arbitration section (other than a change to the Notice Address) while you are a user of the WeTrust Products, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration section as of the date you first accepted these Terms (or

accepted any subsequent changes to these Terms).

- For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 888-778-7879 or visit the AAA website at <http://www.adr.org>.

- YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

- **Digital Millennium Copyright Act**

- If you are a copyright owner or agent thereof and believe any content infringes upon your copyrights, you may submit a written notice pursuant to the Digital Millennium Copyright Act ("DMCA") to our copyright agent at team@WeTrust.io.

- In order to take action, your notice must:

- Include your physical or electronic signature.

- Identify the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notice, a representative list of such works at that site. As an example, you might state that the copyrighted work that was infringed is located on Page 456 of the book "Esports 1, 2, 3" written by John Doe, published by Pwned Publishing in 2005, ISBN 1231231007.

- Identify the content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and provide information reasonably sufficient to permit us to locate the content. For example, you might state that the content located in paragraph 6 of message

- #1234 is substantially the same as what is written on Page 456 of Esports 1, 2, 3.

- Provide a way for us to contact you, such as your address, telephone number, or email address.
- Include in your notice the following statement: "I believe in good faith that the use of copyrighted material described in this notice was not authorized by the owner of the copyright, an agent of the owner of the copyright, or applicable law."
- Include in your notice the following statement: "I swear, under penalty of perjury, that the information I have set forth in this notice is accurate, and I am either (1) the owner of the copyright; (2) someone authorized to act on behalf of the owner of the copyright; or (3) someone authorized to act on behalf of someone who holds an exclusive right to use the copyright in the manner in which it has been infringed."
- We cannot take action unless you give us all required information, and you acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.
- Please note that you can be held liable for damages (including costs and attorneys' fees) if you wrongfully claim that content infringes your copyright. If you are not sure whether content infringes your copyright, you should first contact an attorney and seek legal advice.
- If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to applicable law, to post and use such material, you may submit a written counter-notice to our copyright agent at team@WeTrust.io. In order to take action, your counter-notice must: (1) include your physical or electronic signature; (2) identify your content that has been removed or to which access has been disabled and the location at which your content appeared before it was removed or access to it was disabled; (3) include a statement, under penalty of perjury, that you have a good faith belief that your content was removed or disabled as a result of mistake or a misidentification of your content; and (4) include your name, address, and telephone number and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which we may be found, and that you will accept

service of process from the person who provided the DMCA notice to us or an agent of such person. If a proper counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it in ten (10) business days. We may, in our discretion, replace or restore access to the removed content and cease disabling access to it in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, unless our designated agent first receives notice from the person who submitted the DMCA notice that such person has filed an action seeking a court order to restrain the owner of the removed content from engaging in infringing activity relating to such content.

● **User Disputes**

- You agree that you are solely responsible for your interactions with any other user in connection with the WeTrust Products and WeTrust will have no liability or responsibility with respect thereto. We reserve the right, but has no obligation, to become involved in any way with disputes between you and any other user of the WeTrust Products.

● **General**

- These Terms will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and WeTrust agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of WeTrust to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms without the prior written consent of WeTrust, but WeTrust may assign or transfer these Terms, in

whole or in part, without restriction. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail.

● **Your Privacy**

- At WeTrust, we respect the privacy of our users. For details please see our Privacy Policy. By using the WeTrust Products, you consent to our collection and use of personal data as outlined therein

● **Notice for California Users**

- Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Finclusion Labs, Inc., 39120 Argonaut Way #560, Fremont, CA 94538

● **Contact Us**

- WeTrust welcomes your questions or comments regarding these Terms via email at team@WeTrust.io.

RISK DISCLOSURE

- Last Updated Feb 22, 2017

- **WeTrust RISK DISCLOSURE DOCUMENT -**

- **RISKS ASSOCIATED WITH TrustCoin AND THE WeTrust NETWORK**

- This document does not constitute an offer or solicitation to sell shares or securities in Finclusion Labs, Inc. or any related or associated company. Any such offer or solicitation would be made only by means of a confidential offering memorandum, which this is not, and in accordance with the terms of all applicable securities and other laws. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Accordingly, this document does not constitute investment advice or counsel or solicitation for investment in any security. This document does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities. Finclusion Labs, Inc. 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 document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.
- WeTrust Token, ("TrustCoin"), is a cryptographic token used by the WeTrust network, operated by Finclusion Labs, Inc. (the "Company").
- **TrustCoin IS NOT A SECURITY AND THIS IS NOT AN OFFER TO SELL A SECURITY.**
- **TrustCoin IS NOT AN INVESTMENT AND SHOULD NOT BE PURCHASED AS AN INVESTMENT.**
- If you purchase TrustCoin you certify that you are doing so out of a desire to use or consume TrustCoin on the WeTrust network, to participate in the WeTrust community, or to attempt to personally generate any consideration by using TrustCoin on the network or in the community. You certify that you are not purchasing TrustCoin for any speculative, investment or other financial reasons.

- **TrustCoin is not a cryptocurrency of value**

- At the time of this writing, TrustCoin (i) cannot be exchanged for goods or services, (ii) has no known uses outside the WeTrust network, and (iii) cannot be traded on any known exchanges.

- There is no guarantee – indeed there is no reason to believe – that the TrustCoin you purchase will increase in value. **TrustCoin MAY – AND LIKELY WILL – DECREASE IN VALUE.**

- **TrustCoin is not evidence of ownership in, or right to control, the Company or the WeTrust network.**

- Holding or using TrustCoin does not grant you ownership or equity in the Company or the WeTrust network. TrustCoin does not grant any right to participate in the control, direction or decision-making of the Company or the WeTrust network.

- **1) Risk of Losing Access to TrustCoin Due to Loss of Credentials**

- The purchaser's TrustCoin may be associated with a WeTrust account until it is distributed to the purchaser. The WeTrust account can only be accessed with login credentials selected by the purchaser. The loss of these credentials will result in the loss of TrustCoin. Loss of credentials associated with any third party and or digital wallet containing and or controlling TrustCoin will result in loss of TrustCoin. Best practices dictate that purchasers safely store credentials in one or more backup locations geographically separated from the working location.

- **2) Risks Associated with the Ethereum Protocol**

- TrustCoin and the WeTrust network are based on the Ethereum protocol. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the WeTrust network or TrustCoin to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum Protocol, may itself lose value, which could have a negative impact on the functioning of the WeTrust network. More information about the Ethereum protocol is available at <http://www.ethereum.org>.

● **3) Risks Associated with Approvals**

- The collective approval of TrustCoin holders may be made required in order to make significant changes to the protocol underlying the WeTrust network. The purchaser may lose TrustCoin by maliciously or inappropriately exercising any voting rights that may be associated with TrustCoin. Failing to vote as required by the WeTrust network may result in a loss of TrustCoin. Voting for an outcome that is in the minority of the recorded votes may result in a loss of TrustCoin.

● **4) Risks Associated with Purchaser Credentials**

- Any third party that gains access to the purchaser's login credentials or private keys may be able to dispose of or misappropriate the purchaser's TrustCoin. To minimize this risk, the purchaser should guard against unauthorized access to their electronic devices.

● **5) 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 WeTrust network and TrustCoin 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 TrustCoin, which could impede or limit the development of the WeTrust network.
- ROSCAs and facilitating Trusted Lending Circles is a core business of the Company, have been, and will likely continue to be, the subject of scrutiny by various regulatory bodies around the world. The legal ability for the Company to operate the WeTrust network in some or all jurisdictions could be eliminated by future regulation or legal actions. In the event that it is not legal for the WeTrust network to operate in a jurisdiction, the Company will cease operations in that jurisdiction. There is a serious risk that the Company will be unable to operate if regulation makes it difficult to do so.

● **6) Risk of Alternative, Unofficial WeTrust Networks**

- Following the presale and the development of the initial version of the TrustCoin platform and WeTrust network, it is possible that alternative networks could be established, which utilize the same open source code and open source protocol underlying the WeTrust network. The official WeTrust network may compete with these alternative, unofficial TrustCoin-based networks, which could potentially negatively impact the WeTrust network and TrustCoin.

- **7) Risk of Insufficient Interest in the WeTrust Network or Distributed Applications**

- It is possible that the WeTrust network will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of distributed applications. Such a lack of interest could impact the development of the WeTrust network and therefore the potential uses or utility of TrustCoin.

- **8) Risk that the WeTrust Network, As Developed, Will Not Meet the Expectations of the Purchaser**

- The WeTrust network is presently under development and may undergo significant changes before release. Any expectations regarding the form and functionality of TrustCoin or the WeTrust network held by the purchaser may not be met upon release for any number of reasons, including a change in the design and implementation plans and execution of the WeTrust network.

- **9) Risk of Theft and Hacking**

- Hackers or other groups or organizations may attempt to interfere with the WeTrust network or the availability of TrustCoin in any number of ways, including, but not limited to, denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

- **10) Risk of Security Weaknesses in the TrustCoin network Core Infrastructure Software**

- The WeTrust network consists of open-source software that is itself based on open-source software. There is a risk that the Company team or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the

WeTrust network interfering with the use of or causing the loss of TrustCoin.

● **11) Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography**

- Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptographic tokens and the WeTrust platform, which could result in the theft or loss of TrustCoin.

● **12) Risk of TrustCoin Mining Attacks**

- As with other decentralized cryptographic tokens, the blockchain used for the WeTrust network 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 WeTrust network, including, but not limited to, expected proper execution and sequencing of Ethereum contract computations and the WeTrust network. Despite the efforts of the Company, the risk of known or novel mining attacks exists.

● **13) Risk of Lack of Adoption or Use of the WeTrust Network**

- While TrustCoin should not be viewed as an investment, it may potentially (but likely will not) have utility value over time. That value may be limited or nonexistent if the WeTrust network lacks use and adoption.

● **14) Risk of an Unfavorable Fluctuation of Ethereum Ether ("ETH") and Other Currency Value**

- The Company team intends to use the proceeds of the TrustCoin presale to fund development of the WeTrust network. The proceeds of the TrustCoin presale will be denominated in ETH, and converted into other cryptographic and fiat currencies. If the value of ETH or other currencies fluctuates unfavorably during or after the presale, the Company team may not be able to fund development, or may not be able to develop the TrustCoin network in the manner that it intended or promised.

● **15) Risk of an Illiquid Market for TrustCoin**

- There are currently no exchanges upon which TrustCoin might be resold and such exchanges may never exist. If ever exchanges do develop, they will likely be relatively new and subject to poorly-understood regulatory oversight. They may therefore be more exposed to fraud and failure than established, regulated exchanges for other products.

- **16) Risk of Uninsured Losses**

- Unlike bank accounts or accounts at some other financial institutions, TrustCoins associated with a WeTrust account are uninsured. In the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurer, to offer recourse to the purchaser.

- **17) Risk of Dissolution of the WeTrust Project**

- It is possible that, due to any number of reasons, including, without limitation, an unfavorable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in the utility value of TrustCoin, the failure of business relationships, or competing intellectual property claims, the WeTrust network may no longer be a viable business and the Company may dissolve or the WeTrust network may fail to launch.

- **18) Risk of Malfunction in the WeTrust Network**

- It is possible that the WeTrust network malfunctions in an unfavorable way, including, but not limited to, one that results in the loss of TrustCoin, confidential information, or personal data.

- **19) Unanticipated Risks**

- Cryptographic tokens are a new and untested technology. In addition to the risks included in this Risk Disclosure, there are other risks, including those that the Company cannot anticipate. Risks may further materialize as unanticipated combinations or variations of the discussed risks.

TrustCoin PRESALE AGREEMENT

- This TrustCoin Presale Purchase Agreement (the "Agreement") contains the terms and conditions that govern your purchase of WeTrust TrustCoin during the Presale and is an agreement between Finclusion Labs, Inc. ("WeTrust", "we", "us", or "our") and you or the entity you represent ("you"). This Agreement takes effect when you (i) click an "I Accept" button or check box presented with these terms or, if earlier, (ii) when we receive payment in full pursuant to Section 2 (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. If you are entering into the Agreement on behalf of any other party, such as clients of a company, you represent to us that you have the legal authority to bind all parties involved and all parties have been provided copies of, and agreed to, the terms of the Agreement, all terms incorporated herein and the WeTrust Risk Disclosure document.

- THESE TERMS INCORPORATE, AMONG OTHER THINGS, THE TERMS OF SERVICE, WHICH INCLUDES AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER THAT APPLIES TO THIS AGREEMENT. Section 13 contains the definitions of certain capitalized terms used in this Agreement. Though you should read and understand this entire document before agreeing to its terms, you should pay particular attention to those terms written in ALL CAPITAL LETTERS.

- **1. General**

- **1 Terms.** You will adhere to all WeTrust rules and regulations applicable to your purchase of TrustCoin, including the Policies as defined in Section 12. You have read and understand the WeTrust Risk Disclosure, Privacy Policy and Terms of Service and will read any updates thereto, the terms of each of which are incorporated in this Agreement. YOU AGREE AND CERTIFY THAT YOU ARE PURCHASING TRUSTCOIN DURING THE PRESALE FOR YOUR OWN

PERSONAL CONSUMPTION, UTILITY, USE AND TO PARTICIPATE IN THE WETRUST COMMUNITY AND NOT FOR INVESTMENT, OR FINANCIAL PURPOSES. YOU AGREE AND CERTIFY THAT TRUSTCOIN IS NOT A SECURITY AND ACKNOWLEDGE THAT TRUSTCOIN MAY LOSE ALL VALUE. If you did not understand any of the concepts identified in the disclosure, you have contacted us at support@WeTrust.io and we have explained them to your satisfaction.

- **1.2 Support to You.** We will provide web-based support only, including email, web forums, and knowledge base support. We will not provide telephone or live support. Our support email is support@WeTrust.io.

- **2. Purchase and Delivery of TrustCoin.**

- **2.1 Purchase.** You agree to purchase and we agree to sell, on the terms set forth herein, your Resulting Distribution. Your purchase is final. We will not provide any refund of the purchase price under any circumstances. The exact purchase time of all purchases of TrustCoin during the Presale will be calculated and recorded as of the time they are received and processed by WeTrust, and any WeTrust smart contracts according to the Ethereum Block time. THE PURCHASE PRICE OF TrustCoin WILL VARY BASED ON THE TIME OF THE PURCHASE; THE BITCOIN AND ETHEREUM BLOCK TIME ASSOCIATED WITH YOUR PURCHASE WILL CONTROL YOUR PURCHASE PRICE AND RESULTING DISTRIBUTION.

- **2.2 Delivery Date.** After completion of the Presale, the account with which you used to properly purchase TrustCoin will be credited with the appropriate quantity of TrustCoin from the Resulting Distribution.

- **2.3 Delivery Method.** All deliveries from the Resulting Distribution will be made electronically. Deliveries will be made directly to the Ethereum account, address or wallet associated with your purchase of TrustCoin.

- **2.4 Third Party Payment Processor.** If you purchase Ether or acquire Ether using a third party payment processor (e.g., ShapeShift, YUNBI, Gatecoin), that payment processor is your agent,

not ours, for the purpose of the payment and purchase. You, not we, are responsible for ensuring that we actually receive the appropriate amount of Ether. We are not responsible for any loss of funds due in any part to the use of a third party payment processor.

- If you purchase TrustCoin or acquire TrustCoin using a third party payment processor (e.g., ShapeShift, YUNBI, Gatecoin), that payment processor is your agent, not ours, for the purpose of the payment and purchase. You, not we, are responsible for ensuring that we actually receive the appropriate amount of Ether. We are not responsible for any loss of funds due in any part to the use of a third party payment processor.

- **3. Security and Data Privacy.**

- **3.1 Your Security.** You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address or your TrustCoin, and (iii) your username, password and any other login or identifying credentials. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

- **3.2 Additional Information.** You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any federal, state or local law, regulation or policy. Such documents include, but are not limited to, passports, drivers licenses, utility bills, photographs of you, government identification cards, or sworn statements.

- **3.3 Your Information.** We may use aggregate statistical information about your activity, including without limitation your activity on the WeTrust Site and logins to various websites, for marketing or any other purpose in our sole discretion. WeTrust may use your IP address in connection with verifying your purchase of TrustCoin. However, we will not release your

personally-identifying information to any third party without your consent, except as set forth herein or in any Policy or amended Policy.

● **4. Your Responsibilities.**

- **4.1 Security and Backup.** You are responsible for properly configuring any software in connection with your access to or use of TrustCoin. WeTrust log-in credentials are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person, except that you may disclose your credentials to your agents and subcontractors or employees performing work on your behalf.

- **4.2 End User Violations.** You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement. You are responsible for End Users' purchase and use of TrustCoin through you. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement.

- **4.3 End User Support.** You are responsible for providing customer service (if any) to End Users.

We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.

- **5. Taxes.** All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and

deducted amounts have been paid to the relevant taxing authority.

● **6. Term; Termination.**

● **6.1. Term.** The term of this Agreement will commence on the Effective Date and will continue until terminated in accordance with this Agreement.

● **6.2 Termination.** This Agreement will terminate automatically upon the delivery of substantially all of your Resulting Distribution. We may terminate this Agreement in our sole discretion if you breach any term or Policy.

● **6.3. Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you are not entitled to a refund of any amount paid; (c) you will immediately return or, if instructed by us, destroy all WeTrust Content in your possession; and (d) Sections 4.1, 5, 6.3, 7, 8, 9, 10, 11, 12 and 13 will continue to apply in accordance with their terms.

● **7. Proprietary Rights.**

● **7.1 Hardware and Software.** Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the TrustCoin in your Resulting Distribution) used by WeTrust or its affiliates.

● **7.2. Intellectual Property.** We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

● **8. Indemnification.**

● **8.1. General.** You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees)

arising out of or relating to any third party claim concerning this Agreement or your use of TrustCoin, whether or not the TrustCoin was sold to you under this Agreement. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at reasonable hourly rates.

- **8.2. Process.** We will promptly notify you of any claim subject to Section 8.1, but our failure to promptly notify you will only affect your obligations under Section 8.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

- **9. Risks and Disclaimers.**

- **9.1 Risks.** YOU UNDERSTAND THAT TRUSTCOIN, BLOCKCHAIN TECHNOLOGY, THE ETHEREUM PROTOCOL, ETHER AND DECENTRALIZED SKILL BASED ESPORT COMPETITION SITES ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF WETRUST'S CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE WETRUST'S PERFORMANCE UNDER THIS AGREEMENT.

- IN PARTICULAR, AND IN ADDITION TO THE TERMS OF THIS AGREEMENT, YOU ASSUME ALL RISK OF LOSS RESULTING FROM, CONCERNING OR ASSOCIATED WITH THE RISKS SET FORTH IN THE WETRUST RISK DISCLOSURE.

- **9.2 Disclaimers.** THE TRUSTCOIN IS PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE TRUSTCOIN OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE TRUSTCOIN OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR

FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

- TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE PRESALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING BUT NOT LIMITED TO, HIGH NETWORK VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, AND USER FAILURE. WETRUST IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, ETHER, TRUSTCOIN, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES.

- WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE TRUSTCOIN IN YOUR RESULTING DISTRIBUTION.

- **10. Limitations of Liability.**

- WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE TRUSTCOIN, INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THE WETRUST NETWORK OR THIS AGREEMENT, INCLUDING AS A RESULT OF POWER OUTAGES, MAINTENANCE, DEFECTS, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF

PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE TRUSTCOIN; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA, INCLUDING RECORDS, PRIVATE KEY OR OTHER CREDENTIALS, ASSOCIATED WITH ANY TRUSTCOIN, WHETHER OR NOT OBTAINED UNDER THIS AGREEMENT AS PART OF THE RESULTING DISTRIBUTION.

- IN ANY CASE, OUR AND OUR AFFILIATE' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE VALUE (IN UNITED STATES DOLLARS AT THE TIME OF THE PRESALE) YOU PAID US IN EXCHANGE FOR TRUSTCOIN UNDER THIS AGREEMENT IN THE PRESALE.

- YOU WAIVE YOUR RIGHT TO DEMAND THE RETURN OF ANY VIRTUAL CURRENCY YOU PAID US IN THE PRESALE UNDER ANY CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, A DEMAND FOR SPECIFIC PERFORMANCE.

- **11. Modifications to the Agreement.**

- We may modify this Agreement (including any Policies) at any time by posting a revised version on the WeTrust Site or, only if you have provided us with your email address, by email. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email. It is your responsibility to check the WeTrust Site regularly for modifications to this Agreement. Your continued use of TrustCoin after the date of any such changes become effective constitutes your acceptance of the new terms. We last modified this Agreement on the date listed at the beginning of this Agreement.

- **12. Miscellaneous.**

- **12.1 Confidentiality and Publicity.** You may use WeTrust Confidential Information only in connection with your purchase of TrustCoin under this Agreement and pursuant to the terms of this Agreement. You will not disclose WeTrust Confidential Information during the Term or at

any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of WeTrust Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your purchase of TrustCoin. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

- **12.2 Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or WeTrust protocols or any other force outside of our control.

- **12.3 Independent Contractors; Non-Exclusive Rights.** We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

- **12.4 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity.

- **12.5 U.S. Government Rights.** TrustCoin is provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to software services. If

you are purchasing TrustCoin on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your purchase of the TrustCoin. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

- **12.6 Import and Export Compliance.** In connection with this Agreement, you will comply with all applicable import, re-import, export, and re-export control and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country or individual-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use TrustCoin.

- **12.7 Notice.**

- (a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the WeTrust Site; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the WeTrust Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

- (b) To Us. To give us notice under this Agreement, you must contact WeTrust by email to team@WeTrust.net. We may update this email address for notices to us by posting a notice on the WeTrust Site. Notices to us will be effective one business day after they are sent.

- (c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

- **12.8 Assignment.** You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in

violation of this Section 11 will be void. We may assign this Agreement or any of its provisions without your consent. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

- **12.9 No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

- **12.10 Reformation and Severability.** Except as otherwise set forth herein, if any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

- **12.12 Entire Agreement; English Language.** This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in Section 3 of this Agreement contain the Parties and their affiliates entire obligation regarding the security, privacy and confidentiality of your personal information. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

- **13. Definitions.**

- **"Content"** means software (including machine images), data, text, audio, video, images or other content.
- **"End User"** means any individual or entity that directly or indirectly through another user, purchases TrustCoin on behalf of another person or entity.
- **"Policies"** means the Terms of Use, all restrictions described in the WeTrust Content and on the WeTrust Site, and any other policy or terms referenced in or incorporated into this Agreement. Policies does not include whitepapers or other marketing materials referenced on the WeTrust Site. In the event of a conflict between any Policy and this Agreement, the terms of this Agreement prevail.
- **"TrustCoin"** means the digital tokens used on the WeTrust network.
- **"Resulting Distribution"** means the amount of TrustCoin we distribute to you according to your purchase made during the Presale.
- **"Site Terms"** means the terms of service located at https://WeTrust.io/terms_of_service.html as they may be updated by us from time to time.
- **"Suggestions"** means all suggested modifications, improvements, additions or subtractions to our business that you provide to us.
- **"Term"** means the term of this Agreement described in Section 6.1.
- **"Third Party Content"** means Content made available to us or to you by any third party, including without limitation any price, speed, volume, frequency, or statistical information.
- **"WeTrust Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. WeTrust Confidential Information includes: (a) nonpublic information relating to our or our affiliates or

business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. WeTrust Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown conclusively by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown conclusively by documentation to have been independently developed by you without reference to the WeTrust Confidential Information.

- **"WeTrust Content"** means Content we or any of our affiliates make available in connection with this Agreement or on the WeTrust Site to allow access to or purchase of TrustCoin. WeTrust Content does not include TrustCoin.
- **"WeTrust Risk Disclosure"** means the WeTrust RISK DISCLOSURE DOCUMENT: RISKS ASSOCIATED WITH TRUSTCOIN AND THE WETRUST NETWORK document that discloses important risks associated with the TrustCoin and the WeTrust network.
- **"WeTrust Site"** means <http://www.WeTrust.io> and any successor or related site used by us.