

TERMS AND CONDITIONS FOR WHITELISTING FOR PARTICIPATION IN THE PUBLIC PRE-LAUNCH TOKEN EXCHANGE AND THE NETWORK LAUNCH TOKEN EXCHANGE OF ixo.world AG

Company ixo.world AG (Company Registration No.: *FL-0002.586.859-2*), a company incorporated in Liechtenstein with its registered office at Heiligkreuz 6 (c/o Fundationsanstalt), 9490 Vaduz, Liechtenstein, (the “Company”) is proposing to create and distribute cryptographic tokens – the ixo tokens (the “Tokens”) – to the general public in exchange for cryptocurrency or fiat currency during the public Pre-Launch phase (“Pre-Launch Token Exchange”) and the Network Launch phase (“Network Launch Token Exchange” and together with the Pre-Launch Token Exchange, the “Initial Token Exchange”), the launch periods to be announced by the Company on its website at <https://ixo.world> (the “Website”) as well as other Channels (as defined below) which the Company may elect.

The Tokens are to function as the native cryptographic currency for use on ixo.world network (the “Project”) – a decentralised data exchange platform built on blockchain technology to be developed by the Company in collaboration with Trustlab (South Africa Company Registration Number 2012/183279/07)-

Via the Website and in preparation of the Initial Token Exchange, the Company is embarking on registration of, and compilation of a listing (“Whitelist”) of, persons / body corporate (“Whitelist Registrant”) interested to acquire Tokens by way of participation in the Initial Token Exchange (“Whitelisting”).

The Whitelisting will be on and subject to the following terms and conditions (as may be amended, modified or supplemented from time to time) (these “Terms”).

For the avoidance of doubt, these Terms govern only the Whitelisting, and DO NOT govern a
Whitelist Registrant’s participation in the Initial Token Exchange, which participation shall be the subject of separate terms and conditions (“Initial Token Exchange Terms”) to be entered into between the Company and Whitelist Registrant at a future date.

Only Whitelist Registrants who are registered on the Whitelist and who fulfil the Initial Token Exchange Terms, will be eligible to participate in the Initial Token Exchange.

You have received these Terms in your capacity as a Whitelist Registrant. Each of you and the Company shall hereinafter be referred to as a “Party”, and collectively, you and the Company shall hereinafter be referred to as the “Parties”.

Please read the Terms set out herein carefully before using the Website as they affect your obligations and legal rights, including, but not limited to, waivers of rights and limitations of liability.

These Terms constitute the entire agreement between the parties with respect to your application for registration on the Whitelist (your “Registration” or, as the context requires, “Register” or “Registering”). These Terms supersede and terminate all previous undertakings, representations and agreements between the Parties with respect to your Registration.

IF YOU INTEND TO REGISTER, BY ACCESSING THE WEBSITE, YOU AGREE AND ACKNOWLEDGE, AND WILL BE DEEMED AS HAVING ACCEPTED UNCONDITIONALLY AND WITHOUT RESERVATION ALL OF THESE TERMS. IF YOU DO NOT AGREE WITH OR ACCEPT THESE TERMS, YOU SHALL NOT CONTINUE TO USE THE WEBSITE OR PROCEED WITH YOUR REGISTRATION.

THE TOKENS ARE NOT INTENDED TO CONSTITUTE SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF INVESTMENT IN ANY JURISDICTION. THIS DOCUMENT AND THESE TERMS DO NOT CONSTITUTE A PROSPECTUS OR OFFER DOCUMENT OF ANY SORT AND ARE NOT INTENDED TO CONSTITUTE AN OFFER OF SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF INVESTMENT, OR A SOLICITATION FOR ANY FORM OF INVESTMENT IN ANY JURISDICTION. NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED OF THESE TERMS. NO SUCH ACTION HAS BEEN OR WILL BE TAKEN BY THE COMPANY UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES OF ANY JURISDICTION. THE PROVISION OF THESE TERMS TO YOU DOES NOT IMPLY THAT THE APPLICABLE LAWS, REGULATORY REQUIREMENTS OR RULES HAVE BEEN COMPLIED WITH.

BY ACCEPTING THESE TERMS AND PROCEEDING WITH THE REGISTRATION, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY REVIEWED THESE TERMS AND FULLY UNDERSTAND THE RISKS, COSTS, AND BENEFITS OF YOUR REGISTRATION. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S). IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT PROCEED WITH THE REGISTRATION.

These Terms are subject to amendments, modifications or supplements from the date hereof until the cessation of the Whitelisting without notice, from time to time in the Company's sole and absolute discretion. The Company will announce any amendments, modifications or supplements to these Terms on the Website, and you agree that the Company has the absolute right in its sole discretion to effect such amendments, modifications or supplements to the Terms. By accessing the Website after such amendments, modifications or supplements have been announced, you are deemed to have agreed to the Terms as amended, modified or supplemented.

The headings in these Terms are included for convenience only and shall not be taken into account in construing these Terms. Unless the context otherwise requires, words (including

words defined herein) denoting the singular only shall include the plural and vice versa . References to “Paragraphs” are to be construed as references to the paragraphs of these Terms.

The Parties HEREBY AGREE as follows:

1. INTRODUCTION, SCOPE OF TERMS AND DEFINITIONS

1.1 These Terms govern your Registration.

1.2 Unless otherwise stated herein or the context otherwise requires, the following words and expressions have the following meanings:

“Affiliate” means in relation to any person, any Subsidiary or Ultimate Holding Company of that person and any other Subsidiary of that Ultimate Holding Company;

“Subsidiary” is a corporation that has (a) the composition of its board of directors controlled by another corporation; (b) has more than half of its voting power controlled by another corporation; or (c) has more than half of its issued share capital held by another corporation;

“Ultimate Holding Company” means a corporation that has another corporation as its Subsidiary and is not itself a Subsidiary of any corporation; and

“Whitepaper” means one or more documents (whether or not entitled “Whitepaper”), as may be released and amended from time to time at the Company’s sole discretion, explaining, among other things, the Project and its technology, the Company’s business and the Tokens, and including, but not limited to, the Initial Token Exchange and information about relevant Company personnel.

1.3 No information contained in or on, and no part of the following:

- (a) the finalised, published and adopted version or draft of the Whitepaper, the business version of the Whitepaper, the technical primer, the marketplace framework document or any other documents uploaded on the Website, the Company’s Telegram channel which is accessible on website <https://t.me/ixonetwork>, the Company’s blog which is accessible on <https://medium.com/ixo-blog> and/or the Company’s Twitter account ([@ixo_impact](#)) (collectively, the “Channels”);
- (b) the Channels;
- (c) any website or other social media channels directly or indirectly linked to the Whitepaper or the Channels; or
- (d) any other information or document,

shall constitute part of these Terms, and no representations, warranties or undertakings are or are intended or purported to be given by any of the Company or its Affiliates in respect of any information contained in or on, or any part of, the items as stated in this Paragraph 1.3.

2. REGISTRATION AND WHITELISTING

2.1 Your Registration is governed by these Terms. If you do not accept these Terms, you shall not Register and shall not be eligible to participate in the Initial Token Exchange.

2.2 You shall not Register if there are applicable legal restrictions in your country of residence or domicile. It is your sole responsibility to ensure that your Registration is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any applicable law, regulation or rule in your country of residence or domicile.

2.3 As part of its Whitelisting and verification procedures, the Company may require you to furnish such documents and information so as to prove your identity, status and/or eligibility to Register. The Company reserves the right, in its sole and absolute discretion, to reject your Registration if you are unable to furnish such documents or information to the Company's sole and absolute satisfaction.

2.4 Upon your successful Registration to the Company's satisfaction in its sole and absolute discretion, you shall be notified of admission to the Whitelist and subject to you fulfilling the Initial Token Exchange Terms, shall be eligible to participate in the Initial Token Exchange.

3. REPRESENTATIONS AND WARRANTIES

3.1 By accepting these Terms and Registering, you represent and warrant to the Company as follows:

- (a) you have read and understood all of these Terms;
- (b) you have full power and capacity to accept these Terms and perform all your obligations hereunder and in the case where you are accepting these Terms on behalf of a corporation:
 - (i) such corporation is duly incorporated and validly existing under the applicable laws; and
 - (ii) you are duly authorised to accept these Terms and procure the performance of obligations hereunder;
- (c) these Terms constitute legal, valid and binding obligations on you, enforceable in accordance with its terms and your Registration is not in breach or contravention of any applicable law, regulation or rule in your jurisdiction;
- (d) you agree and acknowledge that your Registration or admission to the Whitelist does not guarantee your eligibility to participate in the Initial Token Exchange which is subject to and governed by the Initial Token Exchange Terms;
- (e) you agree and acknowledge that the Tokens do not constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment in any jurisdiction;
- (f) you are not a citizen or resident of any jurisdiction the laws of which prohibit, restrict, curtail, hinder, impair, conflict or otherwise adversely affect your Registration;
- (g) you acknowledge and understand that no Token should be construed, interpreted, classified or treated as enabling, or according any opportunity to, tokenholders to participate in or receive profits, income, or other payments or returns arising from or in connection with

the Project, the Tokens or the proceeds of the Initial Token Exchange, or to receive sums paid out of such profits, income, or other payments or Returns;

(h) you agree and acknowledge that no regulatory authority has examined or approved of these Terms, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

(i) the provision of these Terms, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the Foundation;

(j) you agree and acknowledge that the Tokens are not to be construed, interpreted, classified or treated as:

- (i) any kind of currency other than cryptocurrency;
- (ii) debentures, stocks or shares issued by any person or entity;
- (iii) rights, options or derivatives in respect of such debentures, stocks or shares;
- (iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
- (v) units in a collective investment scheme;
- (vi) units in a business trust;
- (vii) derivatives of units in a business trust; or
- (viii) any form of investment;

(k) you are legally permitted to Register and undertake all actions contemplated or associated with such Registration;

(l) you are (and in the case where you are accepting these Terms on behalf of a corporation, such corporation is) registering as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of any other person;

(m) no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction ("Approvals") is required on your part in connection with your Registration or, where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;

(n) if you are:

- (i) a natural person, you are of sufficient age and capacity under the applicable laws of the jurisdiction in which you reside and the jurisdiction of which you are a citizen to Register; or
- (ii) a body corporate, you are legally established and validly existing under the applicable laws of the jurisdiction in which you are incorporated with sufficient legal capacity to Register;

(o) you are not Registering with a view to obtaining or using Tokens for any illegal purpose;

(p) none of you or (and in the case where you are accepting these Terms on behalf of a corporation) any of your Subsidiaries (if any), any of your directors or officers nor, any of your employees, agents or any other person acting on behalf of your or any of your Subsidiaries is an individual or entity that is, or is owned or controlled by an individual or entity that:

- (i) is listed by the Financial Market Authority (FMA) of Liechtenstein as designated individuals or entities defined in the respective regulations promulgated under the FMA, or such other law, regulation or rule as may be prescribed by the FMA from time to time;
- (ii) is currently the subject of any sanction administered by the United States Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") or any other United States government authority, is not designated as a "Specially Designated National" or "Blocked Person" by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom or similar sanctions administered or imposed by the government of Liechtenstein or any other country (collectively, the "Sanctions");
- (iii) is located, organised or resident in a country or territory that is the subject of such Sanctions (including, without limitation, the Democratic People's Republic of Korea, the Democratic Republic of Congo, Eritrea, Iran, Libya, Somalia, South Sudan, Sudan and Yemen); or
- (iv) has engaged in and is not now engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or territory, that at the time of the dealing or transaction is or was the subject of any Sanctions;
- (q) (in the case where you are accepting these Terms on behalf of a corporation) the operations of you and any of your Subsidiaries, are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes in Liechtenstein and of all jurisdictions in which you and your Subsidiaries conduct business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency or proceeding by or before any court or governmental agency (collectively, " Money Laundering Laws ") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving you or your Subsidiaries with respect to Money Laundering Laws is pending and, no such actions, suits or proceedings are threatened or contemplated against you or your Subsidiaries;
- (r) none of:
 - (i) you;
 - (ii) any person controlling or controlled by you;
 - (iii) if you are a privately-held entity, any person having a beneficial interest in you; or
 - (iv) any person for whom you are acting as agent or nominee in connection with your Registration, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms are defined below;

A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branch of a government (whether elected or not), a senior official of a major political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. " Immediate family " of a senior foreign political figure typically includes such figure's parents, siblings, spouse, children and in-laws. A "close associate" of a senior foreign political figure

is a person who is widely and publicly known to maintain an unusually close relationship with such senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of such senior foreign political figure

(s) if you are affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Company that:

- (i) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorised to conduct banking activities;
- (ii) the Foreign Bank maintains operating records related to its banking activities;
- (iii) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and
- (iv) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate;

(t) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;

(u) you bear the sole responsibility to determine what tax implications (if any) your Registration may have for you, and agree not to hold the Company or any other person involved in the Whitelisting liable for any tax liability associated with or arising therefrom;

(v) you agree and acknowledge that the Company is not liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on these Terms or any part thereof by you;

(w) you waive the right to participate in a class action lawsuit or a class wide arbitration against the Foundation and/or any person involved in the Whitelisting; and

(x) all of the above representations and warranties are true, complete, accurate and not misleading from the time of your access to and/or acceptance of these Terms.

3.2 None of the Company and its Affiliates makes or purports to make, and each of the Company and its Affiliates hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:

- (a) the information set out on the Whitepaper, the Channels or any other place;
- (b) any Affiliate;
- (c) the Whitelisting; and
- (d) your Registration.

4. DISCLAIMERS

4.1 To the maximum extent permitted by all applicable laws, regulations and rules and except as otherwise provided in these Terms, each of the Company and its Affiliates hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

- (a) abortion of the Initial Token Exchange pursuant to Paragraph 4.4;
- (b) failure, malfunction or breakdown of, or disruption to, the operations of the Company or any technology (including but not limited to smart contract technology) on which any of the Company, the Whitelisting or your Registration relies on, due to occurrences of hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- (c) any virus, error, bug, flaw, defect or otherwise adversely affecting the Whitelisting or your Registration;
- (d) failure to disclose information relating to the progress of the Whitelisting or your Registration;
- (e) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the Whitelisting or your Registration;
- (f) any risks associated with your Registration, the Whitelisting, the Whitepaper, the Channels, the Company and its Affiliates; and
- (g) all other risks, direct, indirect or ancillary, whether in relation to your Registration, the Whitelisting, the Whitepaper, the Channels, or the Company and/or its Affiliates which are not specifically or explicitly contained in or stated in these Terms.

4.2 The Company reserves the right, in its sole and absolute discretion, to adopt organisational, technical or other measures to ensure that the Whitelisting be unavailable to certain persons that it may determine are ineligible to Register and hence ineligible to participate in the Initial Token Exchange, and none of the Company and its Affiliates shall be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any consequences of such prohibition.

4.3 Notwithstanding your acceptance of these Terms or anything to the contrary herein, the Company reserves the right, for any reason whatsoever (without having to account for such reason(s)) and in its sole and absolute discretion, to reject your Registration and none of the Company and its Affiliates shall be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any consequences of such rejection.

4.4 The Company reserves the right, in its sole and absolute discretion, to abort your Registration, the Whitelisting and/or Initial Token Exchange at any time after your acceptance of these Terms. In the event of such abortion of your Registration, the Whitelisting and/or Initial Token Exchange, you acknowledge and agree that none of the Company and its Affiliates shall have any obligation in any form or manner whatsoever to you, and none of the Company and its Affiliates shall be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any consequences of such abortion.

5. LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 To the maximum extent permitted by the applicable laws, regulations and rules:

(a) none of the Company and/or its Affiliates shall be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with your Registration or the Whitelisting; and

(b) you hereby agree to waive all rights to assert any claims against the Company and/or its Affiliates under such applicable laws, regulations and rules.

5.2 To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold each of the Company, its Affiliates and/or (as the case may be) their respective Subsidiaries, related companies, affiliates, directors, officers, employees, agents, successors, and permitted assignees (“Indemnified Persons”) harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against any of the Indemnified Persons arising out of a breach by you of any warranty, representation, or obligation hereunder.

6. NO ASSIGNMENT

The Foundation may, at its sole and absolute discretion, assign its rights and/or delegate its duties under these Terms. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Company, which the Company may withhold at its sole and absolute discretion, shall be void. Subject to these Terms, only you and no other person shall have the right to any claim against the Company and/or its Affiliates in connection with your purchase hereunder. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of the Company and/or its Affiliates to the assignee or transferee.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the Whitelisting, the Whitepaper, the Channels, the Company and its Affiliates, the Initial Token Exchange, the Tokens and the Project.

7.2 There are no implied licences under these Terms, and any rights not expressly granted to you hereunder are reserved by the Company.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The pages of the Channels may contain links to third-party websites and services which are owned and operated by third parties (“Third Party Online Products and Service(s)”).

These links are provided for your information and convenience only, and are NOT an endorsement by the Company and/or its Affiliates, their respective directors, officers, employees, agents, successors, and permitted assignees of the contents of such linked websites or third parties, over which none of the aforementioned entities have any control over. Your access to and use of any Third Party Online Products and Service is governed by the terms, conditions, disclaimers and notices found on each such website or in connection with such services. The Company has not verified, will not, and is under no obligation to verify the accuracy, suitability or completeness of the contents on such Third Party Online Products and Services, and the Company does not control, endorse, warrant, promote, recommend or in any way assumes responsibility or liability for any services or products that may be offered by or accessed through such Third Party Online Products and Services or the operators of them, or the suitability or quality of any of such Third Party Online Products and Services. In addition, the Company does not warrant that such Third Party Online Products and Services or the software, data or files contained in, accessed via or linked or referred to in, such Third Party Online Products and Services are free of viruses (or other deleterious data or programs) or defects or that use of such Third Party Online Products and Services will not cause harm or that they conform or will conform with any user expectations. Furthermore, the Company is not responsible for maintaining any materials referenced from another website, and makes no warranties for that website or service in such context.

8.2 To the maximum extent permitted by all applicable laws, regulations and rules, the Company shall not be liable for any damage or loss of any kind, whether direct or indirectly, or in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data) or any other impact, directly or indirectly resulting from or relating to:

- (a) the access to and/or use of any content, goods or services available on, from or through any Third Party Online Product and Service;
- (b) the inability to access or the malfunction of any Third Party Online Product and Service;
- (c) the loss, use or misuse of, or unauthorized access to, any data or personal or other financial information provided by you to any Third Party Online Product and Service;
- (d) the failure by any Third Party Online Product and Service to complete any transaction for any reason;
- (e) any failure or break of any Third Party Online Product and Service's security protections, mechanisms, protocol and/or procedures; and/or
- (f) the direct or indirect use of any Third Party Online Service or any other website or service by other persons.

9. NO WAIVER

9.1 Any failure of the Company and/or its Affiliates to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of any of the Company and/or its Affiliates to assert any right(s), claim(s) or causes of action against you.

9.2 No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of

such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

10. ENTIRE AGREEMENT

10.1 These Terms contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to your Registration.

10.2 In the event that the Company discovers that you, in your Registration, have engaged in unfair, excessive or abusive usage or conduct, the Company reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect the Company and/or its Affiliates from losses, damages, harm or degradation of any form and manner.

11. TAXES

11.1 You shall be responsible for determining any tax applicable and payable to any taxation authority in respect of your Registration (" Payable Tax ") and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities. You shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfilment or non-performance to any extent of any of your obligations in relation to the Payable Tax.

11.2 None of the Company or any of its Affiliates shall be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate tax authorities.

12. NOTICES

12.1 Any notice or other communication to be given under these Terms shall be in writing, and shall be deemed to have been duly served on, given to or made in relation to a Party if it is:

- (a) left at the address of that Party or posted by prepaid airmail/first-class/registered post addressed to that Party at such address, in which case such notice shall be deemed to have been delivered and received at the time of delivery ; or
- (b) transmitted by email or facsimile, in which case such notice shall be deemed to be delivered and received at the time of transmission in legible form.

PROVIDED that where, in the case of delivery by hand, the delivery occurs after 6.00 p.m. on a business day or on a day which is not a business day, receipt shall be deemed to occur at 9.00 a.m. on the next business day.

12.2 For the purposes of these Terms, the contact details of the Company shall be the contact details (including, if applicable, the details of the person for whose attention a notice or communication is to be addressed) as the Company may announce on the Website or notify to you in writing from time to time in accordance with the requirements of this Paragraph 12. For the purposes of these Terms, your contact details shall be such contact details as you may notify to the Company in writing from time to time in accordance with the requirements of this Paragraph 12.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 These Terms shall be governed by, and construed in accordance with, the laws of the Principality of Liechtenstein.

13.2 Any dispute between the Parties arising out of or in relation to these Terms (" Dispute ") shall be resolved in accordance with this Paragraph 13.

13.3 A Party shall give prompt written notice of any Dispute to the other Party (a " Dispute Notice "). Such Dispute Notice will include sufficient details of the Dispute to enable the other Party to consider its position in relation to the Dispute.

13.4 Each Party agrees to use its best endeavours to settle any Dispute amicably between the Parties within a period of 30 days from the date of the Dispute Notice given under Paragraph 13.3.

13.5 Only in the event that a Dispute is not settled in accordance with Paragraph 13.4 then either Party may, by notice in writing to the other Party, either refer the Dispute to arbitration pursuant to Paragraph 13.6.

13.6 In the event that either Party refers a Dispute, such Dispute shall be referred to and finally resolved by arbitration administered by the Liechtenstein Arbitration Association in accordance with the Arbitration Rules of the Liechtenstein Arbitration Association for the time being in force which rules are deemed to be incorporated by reference in this Paragraph. The seat of the arbitration shall be in Liechtenstein. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be in English.

13.7 Notwithstanding any Dispute or reference of certain Disputes (or part of certain Disputes) for determination by arbitration pursuant to Paragraph 13.5, the Parties will continue to comply with their respective obligations under these Terms.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

14.1 Subject to Clause 14.2, the Liechtenstein Law on Persons and Companies (PGR), as may be modified, amended or supplemented from time to time, shall apply to these Terms.

14.2 Save for the Company's Affiliates who shall have rights to the extent accorded thereto under these Terms, a person who is not a Party shall not have any rights whatsoever under these Terms or to enforce these Terms.

15. SEVERANCE AND PARTIAL INVALIDITY

15.1 If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms shall continue to be valid and in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

15.2 The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.