

## Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS ("T&Cs") CAREFULLY. BY SWAPPING COMEDYCOIN TOKENS ("CCP TOKENS"), YOU AGREE TO THESE T&Cs AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THESE T&Cs, YOU ARE ENTERING INTO A BINDING AGREEMENT WITH COMEDYPLAY LIMITED. THESE T&Cs CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT CLAUSE 19 CONTAINS A BINDING ARBITRATION CLAUSE. IF YOU DO NOT AGREE TO ANY PART OF THESE T&Cs, DO NOT MAKE A CONTRIBUTION FOR THE SWAP OF CCP TOKENS AND NAVIGATE AWAY FROM THE COMEDYPLAY LIMITED WEBSITE. FAILURE TO COMPLY WITH THESE T&Cs MAY RESULT IN ACCOUNT CLOSURE, FORFEITURE OF FUNDS CONTRIBUTED OR LEGAL ACTION AGAINST YOU.

### PARTIES TO THESE T&Cs

COMEDYPLAY LIMITED ("**ComedyPlay**") is a company to be incorporated and registered in Mauritius and is the creator of the CCP Tokens. There may be other entities affiliated with ComedyPlay LIMITED that will develop, manage and/or operate the ComedyPlay Platform (as defined below) (or parts thereof). References in these T&Cs to "Company", "ComedyPlay", "we", "our" or "us" shall be to COMEDYPLAY LIMITED and respective successors and assigns.

References in these T&Cs to "Swapr", "your" or "you" are to the person or entity who accepts these T&Cs and agrees to Swap CCP Tokens as set out in these T&Cs. You and ComedyPlay shall each be referred to as a "Party," as the context requires, and together shall be referred to as the "Parties". If you have any questions relating to these T&Cs, please contact us at [info@mycomedyplay.com](mailto:info@mycomedyplay.com).

## YOU AND COMEDYPLAY LIMITED AGREE AS FOLLOWS:

### ComedyPlay Platform

1. ComedyPlay is developing a decentralized platform for comedy content (the “**ComedyPlay Platform**”). It is intended that the ComedyPlay Platform will leverage the Ethereum blockchain to provide the blockchain-based online comedy content streaming experience where users get to deposit Comedycoin Tokens to access some media contents on the platform. Some of the media contents are also free to access. The ComedyPlay Platform will create a safe and secure online media streaming platform for users.
2. For a more detailed description of the ComedyPlay Platform, please refer to
  1. <https://mycomedyplay.com/> (the “**ComedyPlay Website**”);
  2. <https://MyComedyPlay.com//whitepaper> (the “**ComedyPlay White Paper**”);(Collectively referred to as the “**Project Documentation**”)

### Scope of T&Cs

1. Except as otherwise stated, these T&Cs govern your Swap of CCP Tokens during the Swap Periods (as defined below).
2. Any potential future use of CCP Tokens on the ComedyPlay Platform shall be subject to and governed by such terms and policies relating to the use of the ComedyPlay Platform (the “**Platform Terms**”).

### Swap Conditions and Restrictions

1. BY SWAPPING TOKENS OR ENGAGE IN ANY OTHER TRANSACTION WITH CCP TOKENS, YOU SHALL BE SUBJECT TO THE TERMS OF THE

AGREEMENTS GOVERNING YOUR USE OF OUR CCP TOKEN AND SERVICES AS REFERENCED ON [HTTPS://MYCOMEDYPLAY.COM/](https://mycomedyplay.com/) “**TERMS AND CONDITIONS**” AND “**COMEDYPLAY WHITE PAPER**”

2. YOU CAN PARTICIPATE IN THE TOKEN SWAP SWAP, ONLY IF YOU ARE NOT UNDER THE AGE OF 18 YEARS AND IT IS LEGAL, THAT IS NOT CONTRARY TO THE LAWS OF THE COUNTRY WHERE YOU ARE PHYSICALLY LOCATED AND/OR MAKING USE OF OUR PLATFORM.
3. THE SOFTWARE, USER INTERFACE, WEBSITES GRAPHICS OF THE COMPANY AVAILABLE TO USERS IS THE INTELLECTUAL PROPERTY OF THE COMPANY AND IS INTENDED SOLELY FOR PERSONAL USE BY A USER.
4. BY SWAPPING, HOLDING, OR USING CCP TOKENS, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES (INCLUDING CRYPTOGRAPHIC TOKENS) ARE INHERENTLY UNSTABLE AND AGREE TO ACCEPT THAT RISK, AND AGREE THAT THE COMEDYPLAY IS NOT LIABLE FOR ANY LOSS THAT YOU MAY EXPERIENCE, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS DISCUSSED IN SECTION 11 HEREIN AND IN THE ACCOMPANYING DOCUMENTS.
5. COMEDYPLAY TOKENS ARE INTENDED TO BE MARKETED, OFFERED AND SWAPPED TO PARTICIPANTS ONLY IN THOSE JURISDICTIONS IN AND TO THOSE PERSONS WHERE AND TO WHOM THEY LAWFULLY MAY BE OFFERED FOR SWAPPING. FOR THE PRE-SWAP PERIODS AND FIRST PUBLIC SWAP PERIOD, EXCEPT THE CCPED STATES, CANADA AND THOSE, DEFINED AS PROHIBITED BELOW HEREIN. FOR THE AVOIDANCE OF DOUBT, ALL RESIDENTS AND CITIZENS OF THE CCPED STATES OR

CANADA, OR ANY STATE, PROVINCE OR TERRITORY OF THE CCPED STATES OR CANADA ARE PROHIBITED FROM PARTICIPATING IN THE FIRST SWAP PERIOD AND ANY PRE-SWAP THAT COMEDYPLAY UNDERTAKES DURING THE SECOND SWAP PERIOD. Countries restricted to swapping CCP tokens:

- If you are a green card holder of the CCPed States or a CCPed States citizen or permanent resident of the CCPed States (tax or otherwise), or you have a primary residence or domicile in the CCPed States, including Puerto Rico, the U.S. Virgin Islands, any other possession of the CCPed States (tax or otherwise) you are not eligible to Swap Tokens in any form and/or by any means. The same applies if you are one of the owners or beneficiaries of the company on behalf of which you are authorized to act, are U.S. citizens or permanent resident of the CCPed States (tax or otherwise), or you have a primary residence or domicile in the CCPed States, including Puerto Rico, the U.S. Virgin Islands, any other possession of the CCPed States (tax or otherwise).
- If you are a citizen or permanent resident of the Republic of Singapore (tax or otherwise), or you have a primary residence or domicile in Singapore (tax or otherwise), you are not eligible to Swap Tokens in any form and/or by any means.
- If you are a citizen or permanent resident of Hong Kong (tax or otherwise), or you have a primary residence or domicile in Hong Kong (tax or otherwise), you are not eligible to Swap Tokens in any form and/or by any means.
- If you are a citizen or permanent resident of Canada (tax or otherwise), or you have a primary residence or domicile in Canada (tax or

otherwise), you are not eligible to Swap Tokens in any form and/or by any means.

- You are neither a citizen or permanent resident of the People's Republic of China (tax or otherwise), nor have a primary residence or domicile in the People's Republic of China (tax or or otherwise). If you are one of the foresaid, you are not eligible to buy Tokens in any form and/or by any means.
- If you are a resident of the European Union and/or CCPed Kingdom you will comply with any applicable law and regulation of your jurisdiction in respect of Swap of Tokens.

6. THE MARKETING, OFFERING AND SWAP OF CCP TOKENS IS BEING MADE ON THE BASIS THAT CCP TOKENS DO NOT CONSTITUTE A SECURITY, FINANCIAL INSTRUMENT OR OTHERWISE REGULATED INVESTMENT SUCH THAT THE PROSPECTUS OR OTHER DISCLOSURE REQUIREMENTS AND OTHER INVESTOR SAFEGUARDS THAT WOULD APPLY TO A SECURITIES OFFERING WILL NOT APPLY TO THE ISSUANCE, OFFERING AND SWAP OF CCP TOKENS IN THE PERMITTED JURISDICTIONS.

7. COMEDYPLAY IS NOT A STOCK, COMMODITY OR ANY OTHER INVESTMENT INSTRUMENTS EXCHANGE. CCP TOKENS ARE NOT SECURITIES AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH, AND THE OFFER OF CCP TOKENS HAS NOT BEEN REGISTERED WITH ANY GOVERNMENT ENTITY. YOU ACKNOWLEDGE AND AGREE THAT CCP TOKENS DO NOT REPRESENT ANY SHARE, STAKE, DEBT OR SECURITY OR EQUIVALENT RIGHTS, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO RECEIVE FUTURE REVENUE OR PROFIT SHARES OR INTELLECTUAL

PROPERTY RIGHTS OF COMEDYPLAY OR COMEDYPLAY FOUNDERS, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF COMEDYPLAY, AND DO NOT REPRESENT ANY OWNERSHIP RIGHT IN COMEDYPLAY.

HOLDERS OF CCP TOKENS ARE ONLY ENTITLED TO A LIMITED RIGHT TO USE OF CCP TOKENS (1) IN CONNECTION WITH THE PLATFORM IF IT IS SUCCESSFULLY DEVELOPED, LAUNCHED AND OPERATED AND, (2) IN THE EVENT COMEDYPLAY PERMITS CCP TOKENS TO BE USED AS IN-SERVICE CRYPTOCURRENCY FOR THIRD PARTY WEBSITES, PLATFORMS, SERVICES OR NETWORKS, AS SET FORTH AND IN ACCORDANCE WITH THE POLICIES OF SUCH THIRD PARTY WEBSITES, PLATFORMS, SERVICES OR NETWORKS.

8. COMEDYPLAY RESERVES THE RIGHT TO CANCEL ANY CCP TOKEN SWAP AT ANY TIME IN COMEDYPLAY'S SOLE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT COMEDYPLAY FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, CHANGE OF REGULATORY REQUIREMENTS, OR UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A JURISDICTION PERMITTING SWAP OF CRYPTOCURRENCY TOKENS OR ARE ENGAGED IN FRAUD.
9. CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR OTHERWISE RESTRICT THE OFFER, SWAP AND/OR SWAP OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC TOKENS THROUGH AN INITIAL COIN OFFERING, INCLUDING BUT NOT LIMITED TO THE PRC AND SOUTH

KOREA (EACH, A **"PROHIBITED JURISDICTION"**). CCP TOKEN MAY NOT BE MARKETING, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO ANY RESIDENTS IN THE PROHIBITED JURISDICTION AND NEITHER THESE TERMS NOR ANY ACCOMPANYING DOCUMENTS MAY BE SUPPLIED TO ANY RESIDENTS IN A PROHIBITED JURISDICTION OR USED IN CONNECTION WITH THE OFFER OR SWAP OF CCP TOKENS TO RESIDENTS IN A PROHIBITED JURISDICTION. THE INFORMATION CONTAINED IN THESE TERMS AND/OR ANY ACCOMPANYING DOCUMENTS WILL NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY ANY CCP TOKEN WITHIN A PROHIBITED JURISDICTION. FOR THE AVOIDANCE OF DOUBT, THE LIST OF PROHIBITED JURISDICTION MAY CHANGE FROM TIME TO TIME, IRRESPECTIVE TO THE AWARENESS OF COMEDYPLAY AND RELEVANT AMENDMENTS TO THE TEXT OF THESE TERMS. YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND PLATFORM AND SWAP CCP TOKEN IF YOUR PRIMARY RESIDENCE OR DOMICILE IS NOT IN ONE OF THE PROHIBITED JURISDICTIONS.

### **Token Swap Periods**

1. Swaps of CCP tokens in Private Stage may be made during the period (the **"Private Stage Swap Period"**) commencing on **May 29<sup>th</sup>, 2018**, at 00:00 UTC (GMT) and ending on the first date and time at which either of the following conditions (**"Private Swap Completion Conditions"**) is satisfied:
  1. on **May 31<sup>st</sup>, 2018**, at 23:59 UTC (GMT)
  2. **10 000 000 CCP tokens** have been Swapped
2. Swaps of CCP tokens in Pre token swap Stage 1 may be made during the period (the **"ICO Stage 1 Swap Period"**) commencing on **August 15<sup>th</sup>**,

**2018**, at 00:00 UTC (GMT) and ending on the first date and time at which either of the following conditions ("**Pre token swap Completion Conditions**") is satisfied:

1. on **September 15<sup>th</sup>, 2018**, at 23:59 UTC (GMT)
2. **25 000 000 CCP tokens** have been Swapped
3. Swaps of CCP tokens in the main token swap event may be made during the period (the "**Main Token Swap Period**") commencing on **December 2<sup>nd</sup>, 2018**, at 00:00 UTC (GMT) and ending on the first date and time at which either of the following conditions ("**Main Token Swap Completion Conditions**") is satisfied:

1. on **January 15<sup>th</sup>, 2019**, at 23:59 UTC (GMT)
2. **35 000 000** and all unsold from Pre Token Swap Stage and Main Token Swap Stage CCP tokens have been Swapped
4. "**Swap Period**" of CCP tokens - Swap Period of Private Token Swap, Pre Token Swap Stage and Main Token Swap Stage.  
"**Completion Conditions**" - Completion Conditions of Private, Pre and Main Token Swap Stages.

### **CCP Token Price and Bonus Allocation**

The price of CCP tokens shall be denominated in Ether. During the Swap Period, a contribution of one (1) ETH shall entitle the Swapper to receive such number of CCP tokens as determined by the CCP Token allocation mechanism set forth below. All users will receive CCP tokens based on the final price per CCP Token (accurate to 18 decimal places) at the time when either of the Completion Conditions is met. A Swapper's final CCP Token allocation will be calculated by multiplying the Swapper's total ETH contribution by the final CCP Token price. Notwithstanding the foregoing,



the following bonus structure will apply (the “**Bonus Allocation**”):

1. For private swap, 10,000,000 CCP Tokens will be swapped and 1 ETH will equal 20,000 CCP Tokens with 0.5 ETH being minimum swap contribution per person; Target number of ETH is 500ETH.
2. For Pre-Swap, 25,000,000 CCP Tokens will be issued for Swapping with 1 ETH equaling 12,500 CCP; Target number of ETH is 2,000 ETH
3. Main Swap will total 35,000,000 CCP Tokens with 1 ETH equaling 5,000 CCP Tokens; Target number of ETH is 7,000 ETH

### **Right to Request Information**

By agreeing to these T&Cs, You acknowledge and agree that:

1. We maintain verification levels that require user participation and verification to obtain, with leveled permissions based on user-supplied information, our ability to verify it, and our internal policies;
2. You may not be able to achieve your desired level of verification;
3. We reserve the right in our sole discretion, to determine the appropriate verification level for any user, as well as the right to downgrade users without notice;
4. We may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor, which may affect Your right to Swap CCP Token or withdraw CCP Token in Your Account, and
5. You shall indemnify us against any losses associated with an inability to Swap or withdraw CCP Token based on Your verification level;
6. We may cooperate with law enforcement agencies by, among

others, taking appropriate measures allowed by law upon any suspicion You are using the CCP tokens or the Platform or have participated in CCP Token Swap for any criminal purpose, including, money laundering.

To prevent CCP Token or the Platform from being used for any criminal purpose, including money laundering and/or terrorist financing purposes, we may require You to provide, at a minimum, the following information:

7. Name;
8. Photo of Your passport or other identity card to show proof of identity;
9. Documentation that evidences Your proof of address;
10. Documentation that evidences Your status of professional and / or accredited investor;
11. Telephone number; and
12. E-mail address.

We may request additional information at our sole discretion.

### **Creation and Issuance of CCP tokens through the Smart Contract System**

1. ComedyPlay has deployed a smart contract system (the “**Smart Contract System**”) on the Ethereum blockchain for the purposes of receiving contributions, creating CCP tokens and issuing such CCP tokens to each Swapper’s Ethereum wallet from which the contribution was received. CCP tokens shall be based on the ERC20 token standard and are intended to have the functionality set forth in Schedule 1.
2. The Swap of CCP tokens shall be initiated by the Swapper by transferring an amount in Ether from their whitelisted address during the Swap Period to the Smart Contract System at the address to be published

on the ComedyPlay website and/or through an official email when the Swap Period commences. The Smart Contract System will allocate CCP tokens to Swappers as set forth herein to the whitelisted Ethereum wallet address from which the contribution was received.

3. Contributions must be sent exclusively to the Smart Contract System at the address specified on the ComedyPlay Website and/or official email. Unless expressly set forth in these T&Cs or the ComedyPlay Website, any and all third-party websites, services and/or smart-contract offering to receive contributions and issue CCP tokens or facilitate the allocation or transfer of CCP tokens in any way during the Swap Period, are not authorized by ComedyPlay and do not have any legal or commercial relationship in any way with ComedyPlay, the ComedyPlay Platform or CCP tokens.
4. The Smart Contract System shall only accept ETH. The Smart Contract System will not accept fiat currencies or any crypto-currencies other than ETH. Any Swapper that sends contributions:
  1. in a fiat currency or crypto-currency other than ETH; or
  2. to any third-party website, wallet address, service or smart contract that offers CCP tokens in the manner described in clause 7.3; risk losing his or her entire contribution and ComedyPlay shall not be responsible or liable for recovering or returning any such contributions to such Swapper nor shall ComedyPlay be responsible or liable in any way for any losses incurred by such Swapper as a result of such erroneous contributions.
5. In order to receive CCP tokens, you must have, and send your contribution from, an Ethereum wallet that supports the ERC20 token

standard. In other words, the Swapper's Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of CCP tokens, being tokens that are created based on the ERC20 token standard. Compatible wallets include: Metamask, MIST, ImToken, MyEtherWallet, the Gnosis multi-sig wallet or other ERC20 compatible wallets. CCP tokens will not be issued to any Swapper sending ETH from an exchange. We reserve a right to prescribe additional conditions relating to the specific wallet requirements at any time, in our sole and absolute discretion. CCP tokens can be Swapped solely by following the procedures set forth in these T&Cs and the ComedyPlay Website.

6. Subject to compliance with the provisions of clause 7.5 above and this clause 7.6 and all other relevant terms set forth in these T&Cs, delivery of CCP tokens shall be made by us within two calendar weeks following the end of the Main Swap Period by sending CCP tokens to the Ethereum wallet address from which your contribution was received. Any Swapper eligible for a Bonus Allocation will receive its Bonus Allocation within two three (3) months following the last day of the Main Swap Period. ComedyPlay will publish a guide for Swappers eligible for a Bonus Allocation to claim their Bonus Allocations following the conclusion of the Swap Periods.
7. Upon receipt of your contribution, such contribution shall immediately become the sole and exclusive property of ComedyPlay, who shall be entitled to apply such contribution towards the development of the ComedyPlay Platform and other operating expenses relating to our business. The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no

obligation to inform you how your contribution is used or make any other disclosure related to your contribution.

### **Refunds, Refusals, Suspension and Termination of Contributions**

1. We reserve the right to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise commercially reasonable efforts to return such contribution to the Ethereum wallet address from which the contribution was received. Notwithstanding anything to the contrary herein, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.
2. Subject to clause 8.1 and except to the extent required by applicable law, all contributions received by ComedyPlay under these T&Cs are final and Swappers shall not be entitled to claim any refund or reimbursement of contributions from ComedyPlay.
3. ALL SWAPS OF CCP ARE FINAL. SWAPS OF CCP ARE NON-REFUNDABLE. BY SWAPPING ETH FOR CCP, THE SWAPPER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

### **Token Functionality**

1. Ownership of CCP tokens carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the ComedyPlay Platform (as further described in Schedule 1), if and to the extent the ComedyPlay Platform is successfully developed and deployed. Any potential future right or expectation relating to the use of CCP tokens on the ComedyPlay Platform shall be subject to any

restrictions and limitations set forth in these T&Cs and/or the Platform Terms (as applicable).

2. You acknowledge and accept that CCP tokens do not represent or constitute:

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

2. any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to ComedyPlay and/or the ComedyPlay Platform;

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

4. the provision of any goods and/or services as of the date that these T&Cs form a binding agreement between the Parties.

5. YOU ARE NOT SWAPPING CCP TOKENS UNLESS YOU INTEND TO USE THE CCP TOKENS ON THE CCP PLATFORM TO STREAM MEDIA CONTENT. DO NOT SWAP CCP TOKENS IF YOUR INTENTION IS TO PROFIT BY RESELLING THE TOKENS TO THIRD PARTIES. CCP TOKENS ARE NOT INTENDED TO BE AN INVESTMENT AND THERE IS NO GUARANTEE THAT CCP TOKENS WILL MAINTAIN THEIR INITIAL VALUE OR APPRECIATE IN VALUE, OR THAT COMEDYPLAY OR COMEDYPLAY'S BUSINESS PLAN WILL SUPPORT ANY APPRECIATION IN CCP PRICES.

3. Protections offered by applicable law in relation to the acquisition, storage, swap and/or transfer of the instruments and/or investments

referred to in clause 9.2 shall not apply to any contribution made under these T&Cs for the acquisition of CCP tokens or to your storage, swap and/or transfer of CCP tokens.

4. ComedyPlay makes no warranties, representations or offers (in each case whether express or implied) that CCP tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the ComedyPlay Platform other than those described in Schedule 1. ComedyPlay makes no assurances regarding the exercisability of those rights described in Schedule 1.

### **Swapper's Representations and Warranties**

By participating in the Token swap of CCP tokens, you hereby represent and warrant to the matters set out in Schedule 2 of these T&Cs.

### **Acknowledgement of Risks**

You acknowledge and agree that participation in the Token swap, the creation and issuance of CCP tokens and the development and deployment of the ComedyPlay Platform carries significant financial, regulatory and reputational risks, including but not limited to those set forth in Schedule 3 of these T&Cs.

**BY SWAP FOR CCP TOKENS AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET FORTH IN SCHEDULE 3.**

### **Audit of the Smart Contract System**

1. ComedyPlay shall exercise reasonable endeavours to have the Smart

Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.

2. Notwithstanding clause 12.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and CCP tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause you to suffer financial loss, including, without limitation, the complete loss of your contributed ETH and/or CCP tokens.

### **Security**

1. You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution and to receive and store CCP tokens that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s).
2. If your private key(s) or other access credentials are lost, you may lose access to your CCP tokens. ComedyPlay shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of CCP tokens nor shall we be under any obligation to recover or return any CCP tokens and we hereby exclude (to



the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) CCP tokens issued to you during the Token Swap.

### **Intellectual Property**

1. In this clause 14, “ComedyPlay IP Rights” means in relation to ComedyPlay, the CCP tokens, the Token Swap, the ComedyPlay Platform and the ComedyPlay Website, all: **(i)** patents, inventions, designs, copyright and related rights, database rights, know-how and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; **(ii)** all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and **(iii)** all applications, extensions and renewals in relation to any such rights;
2. Except as expressly set forth in these T&Cs, you are not entitled, for any purpose, to any ComedyPlay IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the ComedyPlay IP Rights and you understand and accept that by making a contribution for the Swap of CCP tokens pursuant to these T&Cs you shall not:
  1. acquire or otherwise be entitled to any ComedyPlay IP Rights;
  2. make a claim in respect of any ComedyPlay IP Rights or any other equivalent rights;or
3. use, attempt to use, copy, imitate or modify (whether in whole or in part) any ComedyPlay IP Rights, except with our prior written consent.

## **Indemnity**

1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless ComedyPlay and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**ComedyPlay Parties**”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:
  1. your acquisition or use of CCP tokens under these T&Cs;
  2. the performance or non-performance of your responsibilities or obligations under these T&Cs;
  3. your breach of any of the provisions set forth in these T&Cs; or
  4. your breach of any rights of any other person or entity.
2. ComedyPlay reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set forth in clause 15.1.
3. The indemnity set out in this clause 15 is in addition to, and not in lieu of, any other remedies that may be available to ComedyPlay under applicable law.

## **Disclaimers**

To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

1. CCP tokens are swapped on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly

disclaim all warranties and representations relating to the CCP tokens (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

2. we do not represent or warrant that CCP tokens are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
3. we cannot and do not represent or warrant that CCP tokens or the delivery mechanism for CCP tokens are free of viruses or other harmful components.
2. Neither these T&C nor the Project Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. CCP tokens should not be acquired for speculative or investment purposes with the expectation of making a profit upon reswap.
3. No regulatory authority has examined or approved any of the information set forth in these T&Cs or the Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and the Project Documentation does not imply that we have complied with applicable laws, regulatory requirements or rules.

### **Limitation of Liability**

To the fullest extent permitted by applicable law, in no circumstances shall:

1. ComedyPlay or any of the ComedyPlay Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind

(including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of CCP tokens or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if ComedyPlay or any of the ComedyPlay Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

2. the aggregate liability of ComedyPlay and the ComedyPlay Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use CCP tokens, exceed the amount of your contribution.

2. The limitations and exclusions of liability set forth in clause 17.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of ComedyPlay, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

## **Taxation**

1. You are solely responsible for determining whether your contribution to ComedyPlay for the development of the ComedyPlay Platform, the creation, ownership, use, swap, transfer or liquidation of CCP tokens, the potential appreciation or depreciation in the value of CCP tokens over time (if any), the allocation of CCP tokens and/or any other action or transaction

contemplated by these T&Cs or related to the ComedyPlay Platform will give rise to any tax implications on your part.

2. You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in any jurisdiction in which you may be liable to pay tax. ComedyPlay shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, swaps, value added or similar tax) which may arise from your Swapping for CCP tokens under or in connection with these T&Cs.
3. You agree not to hold ComedyPlay or any of the ComedyPlay Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of CCP tokens or any other action or transaction related to the ComedyPlay Platform or the Token Swap.

### **Data Protection**

1. If we make an information request in accordance with clause 6, we may require you to provide information and documents including, without limitation, those relating to:
  1. your identity;
  2. your address;
  3. the source of your wealth;
  4. the source of funds used for the purposes of Swapping CCP tokens; and/or
  5. any other documents or data from which you can be identified (collectively, your “**Personal Data**”).

2. We will not disclose your Personal Data except as expressly permitted under these T&Cs and otherwise only with your prior consent. However, we may need to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these T&Cs, you expressly agree and consent to your Personal Data being disclosed to third parties to the extent required for the purposes of compliance with applicable law.
3. We shall process your Personal Data in accordance with the Mauritius Data Protection Act 2004 as may be amended ("**Data Protection Act**"), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:
  1. the Swap of CCP tokens and the processing of transactions related to the Token Swap;
  2. providing you with information about us and our range of services;
  3. compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
  4. management of enquiries and complaints;
  5. opening, maintaining or operating a bank account in ComedyPlay' name;
  6. subject to clause 20, resolving any Disputes with you;
  7. producing summary information for statistical, regulatory and audit purposes; and/or

8. any other reasonable purposes in accordance with applicable law.
4. Under the Data Protection Act you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce such rights.
5. You agree that we may, for the purposes set forth in clause 19.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these T&Cs you authorise and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.
6. You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by ComedyPlay, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set forth in 19.3, In order to access, use and interact with the ComedyPlay Platform, you will be required to accept the Platform Terms which shall also set forth the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the ComedyPlay Platform.

#### **Dispute Resolution by Arbitration**

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMEDYPLAY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

1. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and ComedyPlay (i) waive your and ComedyPlay’s respective rights to have any and all Disputes arising from or related to these T&Cs resolved in a court, and (ii) waive your and ComedyPlay’s respective rights to a jury trial. Instead, you and ComedyPlay will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
2. No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these T&Cs is personal to you and ComedyPlay and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or



outside of arbitration, or on behalf of any other individual or group of individuals.

3. Arbitration Rules. The enforceability of this clause 20 will be both substantively and procedurally governed by and construed and enforced in accordance with the rules of The International Centre for Dispute Resolution (“**ICDR**”) to the maximum extent permitted by applicable law.
4. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises so that the Parties can attempt in good faith to resolve such Dispute informally. Notice to ComedyPlay shall be sent by e-mail to ComedyPlay at [info@mycomedyplay.com](mailto:info@mycomedyplay.com). Notice to you shall be sent to any address you provide to us in a written notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute and (iii) the specific relief that you are seeking. If you and ComedyPlay cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable Party, then either you or ComedyPlay may, as appropriate and in accordance with this clause 20, commence an arbitration proceeding or, to the extent specifically provided for in clause 20.1, file a claim in court.
5. Process. Any arbitration will occur in Mauritius. The arbitration will be conducted confidentially by a single arbitrator appointed by the ICDR in accordance with the rules of the ICDR, which are hereby incorporated by reference. The courts located in Mauritius will have exclusive jurisdiction over any permissible court proceedings, which are intended to include only appeals and the enforcement of an arbitration decision.

6. Authority of Arbitrator. These T&Cs, the applicable ICDR rules and the arbitrator will have: **(i)** the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and **(ii)** the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these T&Cs. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
7. Arbitration Rules. The rules of the ICDR and additional information about The International Centre for Dispute Resolution are available at <https://www.icdr.org/icdr/faces/home>. By agreeing to be bound by these T&Cs, you either **(i)** acknowledge and agree that you have read and understand the ICDR rules, or **(ii)** waive your opportunity to read the ICDR rules and any claim that the ICDR are unfair or should not apply for any reason.
8. Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this clause 20 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this clause 20 will remain valid and enforceable. Further, the waivers set forth in clause 20.2 above are severable from the other provisions of these T&Cs and will remain valid and enforceable, except as prohibited by applicable law.

## **Miscellaneous**

1. The Swapper understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to CCP tokens losing all or part of their value.
2. We reserve the right to make non-material changes to these Terms and Conditions, including the changes required to reflect the changes to the intended functionality of CCP tokens or as may be otherwise required by any laws or regulatory requirements to which we are or may be subject to at any time. With respect to any material amendments to these T&Cs, we will publish a notice together with the updated T&Cs on the ComedyPlay Website and we will change the "Last Updated" date, we will give you prior notice and/or to obtain your prior consent before making such changes and your continued use of the ComedyPlay website and CCP tokens will be deemed to be your acceptance of such material changes. It is your responsibility to regularly check the ComedyPlay Website for any such notices and updated T&Cs.
3. If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.
4. These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and

all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

5. In the event that any provision of this Terms and Conditions is deemed by any competent authority to be unenforceable or invalid, the relevant provision shall be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of this Agreement shall not be affected.
6. You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of ComedyPlay in relation to the subject matter of these T&Cs at any time before your acceptance of them ("**Pre-Contractual Statements**"), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.
7. Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and ComedyPlay and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the ComedyPlay Platform.
8. Subject to clause 20, these T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in

accordance with Mauritian law.

9. In the event of a fork in the Ethereum network, ComedyPlay maintains sole discretion as to which Ethereum fork(s) it will serve.

## **SCHEDULE 1**

### **INTENDED FUNCTIONALITY OF CCP TOKENS**

CCP tokens are not intended to have any functionality or utility outside the ComedyPlay Platform. The ComedyPlay Platform will therefore be structured as a “closed system” insofar as the use of CCP tokens is concerned.

### **CCP TOKEN CREATION AND INTENDED DISTRIBUTION**

100 000 000 CCP tokens will be created and no additional CCP tokens will be created in the future. CCP tokens shall be allocated as follows:

- 70% of all CCP tokens for swap (70 000 000 CCP tokens)
- 3% of all CCP tokens (3,000,000 CCP Tokens) will be allocated to the Bounty program;
- 2% of all CCP tokens (2,000,000 CCP Tokens) will be allocated to partners’ pool
- 10% of all CCP tokens (10,000,000 CCP Tokens) will be allocated to the Company Reserve fund of ComedyPlay;
- 15% of all CCP tokens (15,000,000 CCP Tokens) will be allocated to the Team and Advisors of ComedyPlay;

Any CCP Token not swapped during the Token Swaps shall be burned (i.e. a Completion Condition is met prior to all 70 000 000 CCP Tokens allocated to the Token Swap being swapped)

## **SCHEDULE 2**

### **SWAPPER'S REPRESENTATIONS AND WARRANTIES**

By making a Swap of CCP tokens and accepting these T&Cs, you hereby represent and warrant that:

1. you have read and understood these T&Cs (including all Schedules hereto);
2. you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with ComedyPlay and to perform the obligations set forth herein;
3. the acceptance of these T&Cs and the entry into a binding agreement with ComedyPlay shall not result in any breach of, be in conflict with, or constitute a material default under: **(i)** any provision of the Swapper's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); **(ii)** any provision of any judgment, decree or order imposed on the Swapper by any court or governmental or regulatory authority; and/or **(iii)** any material agreement, obligation, duty or commitment to which the Swapper is a party or by which the Swapper is bound;
4. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (such as ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
5. you have obtained sufficient information about the potential future use and functionality of CCP tokens to make an informed decision to participate in the Token Swap pursuant to these T&Cs;

6. you understand that CCP tokens confer only a limited potential future right or expectation to use and interact with the ComedyPlay Platform (as more particularly described in Schedule 1) and that CCP tokens confer no other rights of any kind with respect to ComedyPlay and/or the ComedyPlay Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
7. if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with ComedyPlay on the terms set out herein;
8. if you are swapping CCP tokens for or on behalf of an entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
9. if you are swapping CCP tokens for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with ComedyPlay on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Swapr", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorized to make a Swap);
10. you are swapping CCP tokens to support the development, testing, deployment and operation of the ComedyPlay Platform and to use and interact with the ComedyPlay Platform if and when the ComedyPlay Platform becomes available to you. You are not making a swap under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

11. any ETH used by you for the Swap of CCP tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
12. you shall not use CCP tokens to finance, engage in, or otherwise support any unlawful activities;
13. the ETH shall be transferred to ComedyPlay from a Ethereum wallet that: **(i)** is registered in your name or in the name of a person who is duly authorised by you; and **(ii)** is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a “non-cooperative country or territory”;
14. swapping and receiving CCP tokens under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
15. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you a resident (or established, in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;
16. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, swap or transfer of CCP tokens;
17. the ETH shall be transferred to the Smart Contract System from an



Ethereum wallet that supports the ERC20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as CCP tokens); and

18. you understand and accept the risks of participating in token swaps relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these T&Cs.
19. You agree to provide true and accurate information: last name, first name, date of birth, place of residence, a valid phone number, an email address. In case of change of the above data, you should notify about that immediately.
20. By creating and opening an account you confirm that you are not involved in any kind of fraudulent transactions.
21. You agree and acknowledge that it is unlawful to deposit any money from ill-gotten means.
22. You understand and accept that the information and any materials contained in this website shall not be considered as an offer or solicitation to buy or sell financial instruments, provide financial advice, create a trading platform, facilitate or take deposits or provide any other financial services of any kind in any jurisdiction.
23. You understand and accept that the information contained on this website is not intended to provide and should not be construed as advice of any kind. You should obtain appropriate professional advice when

necessary. It does not take into account your objectives, financial situation or needs.

## **SCHEDULE 3**

### **RISK FACTORS**

1. Risk of software weaknesses: because CCP tokens, the Smart Contract System and the ComedyPlay Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on CCP tokens, the Smart Contract System and/or the ComedyPlay Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the CCP tokens, the Smart Contract System and/or the ComedyPlay Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating CCP tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or CCP tokens.
2. Regulatory risk: blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the

ComedyPlay Platform, including its termination and the loss of CCP tokens for the Swapper. Additionally, regulation of proposed activities of the ComedyPlay Platform is currently uncertain. It is not known what regulatory framework the proposed ComedyPlay Platform and associated activities will be subject to, the nature of the obligations that will be imposed on ComedyPlay in order to comply with any such regulatory framework or when or if ComedyPlay will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities in all relevant jurisdictions.

3. Risks associated with uncertain regulations and enforcement actions: the regulatory status of CCP tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including the ComedyPlay Platform and CCP tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including the ComedyPlay Platform and CCP tokens. Regulatory actions could negatively impact the ComedyPlay Platform and CCP tokens in various ways, including, for purposes of illustration only, through a determination that CCP tokens are a regulated financial instrument that requires registration or licensing. ComedyPlay may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

4. Risk of abandonment / lack of success: the creation and issue of CCP tokens and the development of the ComedyPlay Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if the ComedyPlay Platform is partially or fully developed and launched, you will receive any benefits through CCP tokens that you hold.
5. Risk associated with other applications: the ComedyPlay Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which CCP tokens will likely not be usable.
6. Risks associated with markets for CCP tokens: We do not enable or otherwise facilitate any secondary trading or external valuation of CCP tokens. This may restrict the contemplated avenues for using CCP tokens, and could therefore create illiquidity risk with respect to any CCP tokens you own. Even if secondary trading of CCP tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to CCP tokens (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If you are swapping CCP tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that CCP tokens are not offered by ComedyPlay or our affiliates on an investment basis. You further

acknowledge that any swapping that you make under these T&Cs will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Mauritius Deposit Guarantee Scheme, the Mauritius Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Mauritius.

7. Risk of losing access to tokens due to loss of private key(s), custodial error or your error: CCP tokens can only be accessed by using an Ethereum wallet with a combination of the Swapper's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained CCP tokens associated with your Ethereum wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum wallet, may be able to misappropriate your CCP tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault in which you choose to receive and store CCP tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your CCP tokens.
8. Risk of theft: the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or CCP tokens, adversely

impacting the ability to develop the ComedyPlay Platform and derive any usage or functionality from CCP tokens. Furthermore, because the ComedyPlay Platform is based on open-source software, there is a risk that a third party or a member of the ComedyPlay team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the ComedyPlay Platform, which could negatively affect the ComedyPlay Platform and CCP tokens.

9. Risk of Ethereum mining attacks: as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. You understand and accept that the network of miners will ultimately be in control of the delivery of the CCP tokens via the Smart Contract System, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract System, and that such a scenario could lead to the CCP tokens losing intrinsic value and/or functionality.
10. Risk of incompatible wallet service: the wallet or wallet service provider used to receive CCP tokens must conform to the ERC20 token standard in order to be technically compatible with CCP tokens. The failure to ensure such conformity may have the result that Swapper will not gain access to his CCP tokens.
11. Risk of hard-fork: the ComedyPlay Platform will need to go through

substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to CCP tokens may be required (hard-fork of CCP tokens) and that, if you decide not to participate in such upgrade, you may no longer be able to use your CCP tokens and any non-upgraded CCP tokens may lose all or part of their functionality.

12. Risk of uninsured losses: unlike bank accounts or accounts at other financial institutions, CCP tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us to offer recourse to you.
13. Risks arising from taxation: the tax characterization of CCP tokens is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of CCP tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.
14. Risk of an unfavourable fluctuation of Ethereum and other currency value: ComedyPlay intends to use the contributions received to fund the development of the ComedyPlay Platform and various other operating expenses. The contributions received will be denominated in ETH, and may be converted into other cryptographic and fiat currencies. If the value of ETH or other such currencies fluctuate unfavourably during or after the Swap Period, ComedyPlay may not be able to fund the development of, or may not be able to maintain, the ComedyPlay Platform in the manner that it intended, in which case the CCP tokens may lose all or part of their value.

15. Risk of dissolution of the Company or network: it is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in CCP tokens utility due to negative adoption of the ComedyPlay Platform, the failure of commercial relationships, or intellectual property ownership challenges, the ComedyPlay Platform may no longer be viable to operate and ComedyPlay may dissolve.
16. Risks arising from lack of governance rights: because CCP tokens confer no governance rights of any kind with respect to the ComedyPlay Platform or ComedyPlay, all decisions involving the ComedyPlay Platform or ComedyPlay will be made by ComedyPlay acting in its sole and absolute discretion, including, but not limited to, decisions to discontinue the ComedyPlay Platform, to create and issue more CCP tokens, or to sell or liquidate ComedyPlay. These decisions could adversely affect the ComedyPlay Platform and/or the CCP tokens you hold.
17. Risks arising from the online media streaming industry: the online media streaming industry, and by extension the ComedyPlay Platform, are subject to a variety of federal, state and international laws and regulations, including those with respect to media streaming, intellectual property, employment and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the ComedyPlay Platform could be enacted, which could impact the utility of CCP tokens in the ComedyPlay Platform. Additionally, the ComedyPlay Platform users may be subject to or adversely affected by industry specific



laws and regulations or licensing requirements. If any of these parties fail to comply with any such licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise extended, it could adversely impact the ComedyPlay Platform and the CCP tokens, including its functionality to obtain or provide services within the ComedyPlay Platform.

18. Risks associated with the development and maintenance of the ComedyPlay Platform: the ComedyPlay Platform is still under development and may undergo significant changes over time. Although we intend for the CCP tokens and ComedyPlay Platform to function as described in Schedule 1 and the ComedyPlay White Paper, and we intend to take commercially reasonable steps towards those ends, we may have to make changes to the specifications of the CCP tokens or the ComedyPlay Platform for any number of legitimate reasons. This could create the risk that CCP tokens or the ComedyPlay Platform, as further developed and maintained, may not meet your expectations at the time of swapping CCP tokens. Furthermore, despite our good faith efforts to develop and maintain the ComedyPlay Platform, it is still possible that the ComedyPlay Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the ComedyPlay Platform and CCP tokens, and the potential utility of the CCP tokens.

19. Risk of Competing Platforms: It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the ComedyPlay Platform and attempt to facilitate services that are materially similar to the services offered by or within the ComedyPlay Platform. The ComedyPlay Platform may compete with these alternatives,

which could negatively impact the ComedyPlay Platform and CCP tokens, including the utility of the CCP tokens on the ComedyPlay Platform.

20. Unanticipated Risks: cryptographic tokens such as CCP tokens are a new and untested technology. In addition to the risks set out in this Schedule 3, there are other risks associated with your acquisition, storage, transfer and use of CCP tokens, including those that ComedyPlay may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 3.