



# **Moms Avenue**

GENERAL TERMS AND  
CONDITIONS FOR USERS  
ACQUIRING MOMS AVENUE  
TOKENS

READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT [HTTPS://MOMSAVENUE.COM](https://momsavenue.com) ("WEBSITE"), PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS. YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT.

MOMS AVENUE OÜ ("THE COMPANY") RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS. IN PARTICULAR, THE COMPANY IS LIKELY TO CHANGE THESE TERMS AFTER THE DEVELOPMENT OF THE PRODUCT (PLATFORM AND SERVICE) AND ITS PUBLIC RELEASE. THESE TERMS ARE PRIMARILY FOCUSED ON THE DISTRIBUTION OF MOMS AVENUE TOKENS.

THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY THE COMPANY, DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN MOMS AVENUE OR MOMS AVENUE OR THE WEBSITE OR THE PRODUCTS OFFERED THERETO. NONE OF THE INFORMATION OR ANALYSES PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED, AND MOMS AVENUE SERVICES AND THE WEBSITE ARE NOT, DO NOT OFFER AND SHALL NOT BE CONSTRUED AS INVESTMENT OR INVESTMENT ADVICE OR FINANCIAL PRODUCTS, BUT AS SOFTWARE. ACCORDINGLY, THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES.

ACQUISITION OF CRYPTOGRAPHIC TOKENS FROM THE COMPANY DOES NOT PRESENT AN EXCHANGE OF CRYPTOCURRENCIES FOR ANY FORM OF ORDINARY SHARES IN THE COMPANY OR THE WEBSITE, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, ISSUED BY THE COMPANY IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR OTHER REVENUE RIGHT. HOLDERS OF MOMS AVENUE CRYPTOGRAPHIC TOKENS ARE ONLY ENTITLED TO THE USE OF MOMS AVENUE SERVICE, PROTOCOL AND OTHER RELEVANT MOMS AVENUE SOFTWARE AND TWO CERTAIN OTHER RIGHTS WITHIN MOMS AVENUE IN ACCORDANCE WITH THE TERMS SET OUT HEREIN.

MOMS AVENUE CRYPTOGRAPHIC TOKENS ARE AVAILABLE TO USERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC TOKENS AND FIAT MONEY.

THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

## TERMS

1.1 The following terms shall have for the purposes of these General terms and conditions the following meanings.

(a) “Arbiter”, “Moms Avenue Arbiter” is a person with an Ethereum account accepted to resolve disputes using Moms Avenue Protocol that agrees to participate in the resolution.

(b) “Auditors” shall have the meaning, set out in paragraph 3.10.

(c) “BTC” or “Bitcoin” shall mean the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

(d) “Digital Asset” are tokens, available in particular public blockchain network, in this case Ether and Bitcoin.

(e) “ETH” or “Ether” shall mean value token of the Ethereum blockchain called “ether”.

(f) “Ethereum” shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

(g) “European Economic Area” or “EEA” shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.

(h) “Founders” shall have the meaning, set out in paragraph 2.1.

(i) “MOM” means Moms Avenue Token, which is the Arbiter compensation unit that is used to reward Arbiters for their arbitrage of disputes using Moms Avenue Protocol.

(j) “Moms Avenue Protocol” means the way and the rules of interaction between all participants of deal including counterparties and Arbiters and shall also have the meaning, set out in paragraph 3.10

(k) “Moms Avenue Service” means implementation of Moms Avenue Protocol with a convenient for users way of using it.

(l) “Moms Avenue” means the Project and Moms Avenue OÜ, a limited liability company incorporated in Estonia for indefinite time in accordance with the laws of Estonia, for the purpose of developing Moms Avenue Protocol and Moms Avenue Service.

(m) “Minimum Cap” shall have the meaning, set out in paragraph 5.2.

(n) “Project” shall have the meaning, set out in section 3.

(o) “Restricted Areas” shall have the meaning, set out in paragraph 7.1.

(p) “Retained Moms Avenue IP” shall have the meaning, set out in paragraph 11.1.

(q) “Terms” means these General Terms and Conditions.

(r) “Third-party Wallet” is a solution, enabling users to store their Digital Assets and Moms Avenue Tokens.

(s) “Total MOM Number” shall have the meaning, set out in paragraph 5.2.

(t) “VAT” means value added tax of relevant jurisdiction, if applicable.

(u) “Website” shall mean <https://momsavenue.com>.

## THE MOMS AVENUE

2.1 Moms Avenue is a limited liability company, established under the laws of Estonia, with its seat in Tallinn, Estonia. The shareholder and the management board member of Moms Avenue is Evelina Bajorune, who is at the same time one of the founders of the Moms Avenue (“Founders”).

2.2 Moms Avenue is a special purpose organization, incorporated for indefinite time for the purposes of developing the Project, as defined herein, and providing service and operational support for the Project.

2.3 The Company uses all of its funds and revenues for product development Project delivery. The Company may, to its best knowledge and diligence allocate funds, received through distribution as set out in section 5, for the purposes of the Company, mainly delivery of the Project and operating costs of Moms Avenue. The Company may engage subcontractors to partially or entirely develop, execute and implement the Project.

2.4 Users understand that by acquiring MOM tokens they have no right or interest in the Company and its governance.

2.5 The Company reserves its right to nominate more directors should it establish that would be beneficial to the Company and the Project.

## THE PROJECT

3.1 The Company has been established for the development, managing and running of the Moms Avenue Protocol. At the time of drafting and publishing of these Terms, Moms Avenue Service platform and Moms Avenue Protocol are already being developed. It is understood that all features, set out herein, have not yet been developed and will at first not be available to MOM holders.

3.2 Moms Avenue Protocol will act as a decentralized autonomous organization based on Ethereum smart contracts and as an innovative blockchain platform – a mechanism to appoint Arbiters enabling users independent arbitrage to operate.

3.3 Moms Avenue Protocol will be entitled to distribute fees among appointed Arbiters for their services to the users transacting on the Ethereum platform. The fees shall be beforehand agreed by the deal's counterparties evaluated using Arbiters prices for their services.

3.4 Moms Avenue Protocol undertakes that fee schedule shall be published on the Website at any given time and users by accepting these Terms agree that the fees, published in the Website, are the valid and binding ones and that change of the fees does not also mean change of these Terms.

3.5 MOM is developed and run on public Ethereum network.

3.6 Users, using on Moms Avenue Services, are bound to the rules Moms Avenue decides.

3.7 Deployment of the Moms Avenue Protocol and Service will be done in accordance with the roadmap published on the Website.

3.8 The Project does not encompass and the Company is not a provider of:

- exchange services between virtual currencies and fiat currencies,
- wallet or custodial services of credentials necessary to access virtual currencies.

3.9 Users understand and accept that the Project is currently in development phase and that still requires substantial development works. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Moms Avenue Protocol and Service, user understands and accepts

that an upgrade of Moms Avenue and/or MOM may be required and that, if User decides not to participate in such upgrade, he may no longer use his MOMs and that non-upgraded MOMs may lose their functionality in full.

3.10 MOM source code was audited by community and can be viewed at github or etherscan.

## MOM STRUCTURE AND PERTAINING HOLDERS' RIGHTS

4.1 MOM will be ERC20 compatible Ethereum token.

4.2 MOM holders will be given rights to pay the Arbiters for their services in dispute resolution.

4.3 MOM smart contract address will be published in due time prior to MOM distribution.

4.4 MOM carries no rights, express or implied, other than those, set out herein, if the Company successfully completes and deploys the Moms Avenue Protocol and Service. In particular, MOM holders shall not have any influence in the development or governance of the Company, and MOM do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Moms Avenue.

4.5 MOM tokens are designed to be exchangeable on cryptographic token exchanges. Moms Avenue gives no warranties that MOMs will be exchangeable on bigger exchanges, but undertakes on best effort basis to do everything that is reasonable possible and within the powers of Moms Avenue to enable exchange of MOMs on as many exchanges as possible.

## MOMS AVENUE TOKEN (MOM) DISTRIBUTION

5.1 Contributions, given to the Company in exchange for MOM shall be considered as financial contribution. Contributions can be done in digital (ETH) assets. Failure to follow the instructions on the Website may limit, delay, or prevent a user from donating. Users understand and accept that they make a contribution and receive MOMs in exchange.

5.2 Token distribution is taken place on Website at <https://momsavenue.com>. Subject to paragraph 5.3 the total maximum supply of MOMs is limited to 2,200,000,000 MOM ("Total MOM Number"). The public token distribution minimum cap is 20,000,000 MOM.

5.3 Moms Avenue reserves a right to emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of Moms Avenue and shall only be used in limited situations, such as, but not limited to:

- i) serious security issue detected,
- ii) excessive number of MOMs sold threatening the Moms Avenue Service or Protocol as a whole,
- iii) serious Service or Protocol performance issue, depriving all users of equal treatment,
- iv) any type of material attack on the MOMs, Moms Avenue Protocol, Service or Ethereum network.

5.4 The funds raised from the MOMs distribution will be used exclusively for the development and running of the Project, as defined above.

5.5 Token distribution is conducted in two phases:

- (a) Presale distribution the Company shall through the Website publicly offer to its users up to 20,000,000 of MOM with a 50% discount for a price of 1 ETH for 10,000 MOM. This stage is envisaged to start on 11 of December 2017 at 12:00 GMT and end on 25 December 2017 at 12:00 GMT.
- (b) Sale distribution. This stage of public distribution shall be considered as continuation of the pre-sale distribution. Within this stage, the Company shall through the Website publicly offer to its users up to 860,000,000 MOM.

5.6 The Company reserves a right to change the dates, set out in the previous paragraph 5.5 at any given time due to technical or organisational reasons, without any duty to provide explanation to the users or the public. Any such changes will be published on the Website.

5.7 The transfer and vesting of the MOMs to their beneficiaries will be effected as follows:

- (a) The participants in public distribution in accordance with paragraphs 5.5(a) and 5.5(b) will receive MOMs to the participants' Ethereum addresses automatically by the Moms Avenue token sale smart contract, controlled by the Company.
- (b) Moms Avenue will receive their reserved MOMs after the end date of the public distribution only. MOM Number reserved for the the Moms Avenue founders shall be blocked for a period of 12 months.

5.8 Logs of all MOMs purchases shall be publicly accessible on the Ethereum blockchain.

5.9 All contributions to the Company in exchange for MOMs are final and nonrefundable unless the Minimum Cap is not reached. By participating in the MOM distribution, you acknowledge that Moms Avenue is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund. In case of not achieving the Minimum Cap the Company shall, within a reasonable period of time, exercise reasonable endeavours to procure that payments are returned to the

wallet address or the accounts from which the payments were received. Payments will be refunded, excluding any transaction fees.

5.10 MOM Tokens shall be distributed in the following manner:

- 1) 880,000,000 of the Total MOM Number shall be distributed in public
- 2) 1 320 000 000,00 of the Total MOM Number shall be reserved by Moms Avenue and distributed as follows:
  - a) 880,000,000 of the Total MOM Number to the Company,
  - b) 110,000,000 MOM of the Total MOM Number to the advisers,
  - c) 110,000,000 MOM of the Total MOM Number to the Moms Avenue founders.

The Company reserves its right to discretionary change the ratio in paragraph 5.10(2).

## RISKS

6.1 By entering the Moms Avenue pre-ICO you acknowledge that you understand that Digital Assets, MOM, blockchain technology, Ethereum, Ether, Bitcoin and other associated and related technologies are new and untested and outside of Company's control and adverse changes in market forces or the technology, broadly construed, will excuse Company's performance under this agreement.

6.2 In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the MOMs, Moms Avenue Service and Protocol and other relevant technologies mentioned herein.

(a) Legal risks regarding securities regulations. There is a risk that in some jurisdictions the MOMs and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future. The Company does not give warranties or guarantees that MOM tokens are not a security in all jurisdictions. Each user of MOM tokens shall bear its own legal or financial consequences of MOM tokens being considered a security in their respective jurisdiction. Every user is bound to check if acquisition and disposal of MOM tokens is legal in its jurisdiction, and by accepting these Terms each user undertakes not to use MOM tokens should their use not be legal in the relevant jurisdiction. Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Moms Avenue to provide MOM tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that MOM tokens are not legal in certain jurisdiction, the Company will either a) cease operations in that jurisdiction, or b) adjust MOM tokens in a way to comply with the regulation should that be possible and viable.

(b) Risks associated with Ethereum. MOM tokens are based on Ethereum. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may



cause the MOM tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to MOM tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>

(c) Risk of unfavourable regulatory action in one or more jurisdictions. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and MOM tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like MOM tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

(d) Risk of theft and hacking Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of MOM tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

(e) Risk of security weaknesses in the Website and MOM tokens source code or any associated software and/or infrastructure There is a risk that the Website and MOM tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of MOM tokens.

(f) Risk of weaknesses or exploitable breakthroughs in the field of cryptography Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, MOM tokens, Moms Avenue Service and Protocol, which could result in the theft or loss of MOM tokens.

(g) Risk of mining attacks. As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for the MOM tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfishmining” attacks, and race condition attacks. Any successful attacks present a risk to the MOM tokens, expected proper execution and sequencing of MOM tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Moms Avenue and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the MOM tokens interact with and consequently the MOM tokens may be impacted also in that way to the extent, described above.

(h) Risk of low or no liquidity. Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that MOM tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly understood

regulatory oversight, and the Company does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, the Company will not enable exchange of MOM tokens for other cryptographic tokens or for fiat currency. User may not at any given time be able to acquire or dispose of its MOM tokens due to lack of liquidity.

(i) Risk of loss of value Value of MOM tokens may fluctuate and their users might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the MOM tokens.

(j) Risk of uninsured losses MOM tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

(k) Risk of malfunction in the Ethereum network or any other blockchain. It is possible that the Ethereum network or any other network, to which the MOM tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of MOM tokens

(l) Internet transmission risks. You acknowledge that there are risks associated with using the MOM tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and MOM tokens, howsoever caused.

(m) Unanticipated risks. Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Moms Avenue cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

(n) Insufficient interest in Moms Avenue Service, Protocol and MOM tokens. It is possible that MOM or Moms Avenue Service and Protocol will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of Moms Avenue Service or Protocol.

(o) MOM, as developed, may not meet your expectations. Moms Avenue Service and Protocol is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Moms Avenue Service and Protocol and MOM tokens may not be met upon release of new Website, deployment of Moms Avenue Service and Protocol, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of MOM.

(p) Moms Avenue Service and Protocol may never be completed or released. Moms Avenue Service and Protocol (the Project), described in section 3, may never be

released and operational, even though Moms Avenue will make reasonable efforts to complete and deploy it.

6.3 MOM tokens are provided “as is”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the MOM tokens, including any warranty that the MOM tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, noninfringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

## ELIGIBILITY

7.1 The Website, Moms Avenue Service and Protocol and MOM tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in the following countries: i) the United States of America, ii) People's Republic of China, iii) the Republic of Korea (South Korea), iv) the Republic of Singapore (“Restricted Areas”) and v) any other jurisdiction in which it is not permissible to participate in token crowd contributions or acting on behalf of any of them.

7.2 Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website, Moms Avenue and MOM tokens. None of the activities of Moms Avenue take place in the Restricted Areas.

7.3 Moms Avenue reserves its right to decide in its own discretion to adopt reasonable organisational and technical measures to assure that the Website and MOM tokens are not available to persons from paragraph 7.1. Due to the MOM tokens being offered on the Internet (meaning both the worldwide web and the Ethereum blockchain) the Company and users understand that there is a possibility that there might be a certain “flow back” of MOM tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. The Company consequently explicitly prohibits persons from paragraph 7.1. from using the MOM tokens. The Company shall not be held liable for any legal or monetary consequence arising of such use. Such persons using MOM tokens despite the prohibition shall on first request indemnify and hold the Company harmless from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 7.3. Any person, matching the criteria from paragraph 7.1., shall immediately stop using MOM tokens and leave the Website.

7.4 If you are registering to use Moms Avenue on behalf of a legal entity, you represent and warrant that

- (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
- (b) you are duly authorized by such legal entity to act on its behalf.

7.5 You further represent and warrant that you:

- (a) are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
- (b) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
- (c) are not located in, under the control of, or a national or resident of any Restricted Areas; (d) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC); and
- (e) will not use the MOM tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms,
- (f) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software,
- (g) have carefully reviewed the content of this document and have understood and agreed with these Terms, (h) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the MOM token,
- (i) you are not obtaining MOM tokens for the purpose of speculative investment.

## FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

8.1 The MOM tokens are unregulated. The Company is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes impact operations of MOM tokens and Moms Avenue. The Company is not a financial institution and is currently not under supervision of any financial supervisory authority. The Company does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This MOM token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

8.2 This document or any other document, produced and signed by the Company, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

8.3 None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and Moms Avenue services and the Website are not, do not offer and shall not be construed as investment or financial products.

8.4 The Company undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

## LIABILITY

9.1 The Company and its affiliates and their respective officers, employees or agents will in regard to the Website, Moms Avenue Service and Protocol and MOM tokens not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this Website, Moms Avenue and MOM tokens), even if the Company has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of MOM tokens, the Website or the Moms Avenue Service and Protocol.

9.2 Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:

- (a) your inability to use the to the Website, Moms Avenue Service and Protocol or MOM tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions;
- (b) the cost of procurement of substitute goods or services;
- (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the to the Website, Moms Avenue Service and Protocol and MOM tokens; or
- (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website, Moms Avenue Service and Protocol and MOM tokens.

9.3 You waive your right to demand the return of any cryptographic tokens you exchanged with us for the purpose of acquiring MOM tokens, including, without limitation, a demand for specific performance.

9.4 You will defend, indemnify, and hold harmless the Company, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third party claim concerning this Agreement or your use of the Website, Moms Avenue Service and Protocol and MOM tokens contrary to these Terms. If the Company or its affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse the Company for reasonable attorney fees, as well as its employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at reasonable hourly rates.

9.5 The information, software, products, and services included in or available through the Website and Moms Avenue Service and Protocol may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its suppliers may make improvements and/or changes in the Website and Moms Avenue Service and Protocol at any time. The Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, Moms Avenue Service and Protocol, MOM tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, Moms Avenue Service and Protocol and MOM tokens, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. The Company hereby disclaims all warranties and conditions with regard to the Website, Moms Avenue Service and Protocol, MOM tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

9.6 You warrant to the Company that you will not use the Website, the Moms Avenue Service and Protocol or the MOM tokens for any purpose that is unlawful or prohibited by these Terms. You may not use Moms Avenue Service and Protocol or MOM tokens in any manner that could damage, disable, overburden, or impair Moms Avenue Service and Protocol, MOM tokens or the Website.

## TAXES

10.1 All your factual and potential tax obligations are your concern and the Company is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

10.2 All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## INTELLECTUAL PROPERTY

11.1 The Company retains all right, title and interest in all of the brand names, graphics, user interface design, text, logos, images information and data ("Retained Moms Avenue IP"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of the Retained Moms Avenue IP for any reason, except with the Company's express, prior, written consent.

11.2 These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights over Retained Moms Avenue IP being subject to any open source license, unless it is explicitly defined so in these Terms.

11.3 Retained Moms Avenue IP is the property of the Company and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights

## NOTICES

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

12.2 To give us notice under this Agreement, you must contact us by email to [hi@momsavenue.com](mailto:hi@momsavenue.com). We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.

12.3 All communications and notices to be made or given pursuant to this Agreement must be in the English language.

## MISCELLANEOUS

13.1 Materials, such as Whitepaper, Onepager and others, published in the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these Terms, and are of descriptive nature only.

13.2 We do not permit individuals under the age of 18 to register with our Website and use our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to our Website and products.

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

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

13.5 These Terms do not create any third party beneficiary rights in any individual or entity.

13.6 You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

13.7 The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

13.8 Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.

13.9 All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, Moms Avenue Service and Protocol and MOM tokens shall be finally settled under the Rules of Arbitration of the Arbitration Court of the Republic of Estonia Chamber of Commerce and Industry by three



arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.

13.10 Prior to filing any claims in accordance with paragraph 13.9, you undertake to file such claim or request directly to Moms Avenue via email at address [hi@momsavenue.com](mailto:hi@momsavenue.com). You agree that you will not file any claims in accordance with paragraph 13.9 earlier than 30 days after sending such claim or request to Moms Avenue in accordance with this paragraph 13.10. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 13.10, shall be rejected immediately by the tribunal as premature.

13.11 These Terms represent the entire agreement between you and the Company regarding the subject matter of these Terms, in particular use of the Website, The Moms Avenue Service and Protocol and MOM tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

13.12 These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact Moms Avenue OÜ via email and immediately navigate away from the Website and cease using Moms Avenue Service and Protocol.