

ADEL TO AKRO TOKEN SWAP TERMS AND CONDITIONS

Last updated: February 24, 2021

PLEASE READ THESE ADEL TO AKRO TOKEN SWAP TERMS AND CONDITIONS ("**TERMS**") CAREFULLY AS THEY CONTAIN RELEASE, AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS. BY CLICKING THE BUTTON "I ACCEPT" OR A SIMILAR BUTTON, OR RESPECTIVE CHECK BOX RELATING TO THE ACCEPTANCE OF THESE TERMS, AS WELL AS BY PARTICIPATING IN OR APPLYING FOR THE TOKEN SWAP (AS DEFINED BELOW) YOU ACCEPT WITHOUT MODIFICATIONS AND AGREE TO BE BOUND BY THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS AS IS, PLEASE DO NOT APPLY FOR AND DO NOT PARTICIPATE IN THE TOKEN SWAP. PLEASE NOTE THAT THESE TERMS MAY BE AMENDED PURSUANT TO CLAUSE 22.3 HEREOF.

PLEASE NOTE THAT IN ACCORDANCE WITH PROVISIONS CONTAINED IN SECTION 19 YOU RELEASE AKROPOLIS PARTIES (AS DEFINED THEREIN) FROM CLAIMS RELATED TO THE ADEL AND TOKEN SWAP, WHICH AFFECTS THE RIGHTS AND REMEDIES AVAILABLE TO YOU.

PLEASE NOTE THAT BINDING ARBITRATION PROCEDURES CONTAINED IN SECTION 20 REQUIRE THAT YOU SUBMIT ANY AND ALL CLAIMS THAT YOU MIGHT HAVE AGAINST AKROPOLIS TO A BINDING ARBITRATION, AND IMPLY THAT YOU WILL BE PERMITTED TO SEEK RELIEF OR FILE CLAIMS ONLY ON INDIVIDUAL BASIS, AND NOT AS A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION, OR PROCEEDING.

PARTIES TO THESE TERMS

These Terms are between A Labs Limited, a company established under the laws of Gibraltar having company number 116430 and address at Suite 23 Portland House, Glacis Road, Gibraltar, GX11 1AA ("**Akropolis**", "**we**", "**our**" or "**us**"), and you, the person or entity who accepts these Terms and wishes to participate in the Token swap as set out in and on the terms of these Terms ("**you**" or "**your**"). You and Akropolis shall together be referred to as the "**Parties**" and references to a "**Party**" shall be to the relevant one of them as the context requires.

If you have any questions relating to these Terms, please contact us at team@akropolis.io.

YOU AND AKROPOLIS HEREBY AGREE AS FOLLOWS:

1. SCOPE OF THESE TERMS

1.1. Except as otherwise stated, these Terms (including any terms incorporated herein by reference) govern only the Token swap (as defined below) and procedures related thereto, and certain other matters expressly specified herein. Any potential future use of AKRO, vAKRO and ADEL (collectively, the "**Tokens**" and each, a "**Token**"), any other software, token, service, or product shall be subject to and governed by such other applicable terms, conditions and policies, if applicable.

1.2. As consideration for your acceptance of these Terms and your obligations hereunder, Akropolis provides you with an opportunity to participate in the Token swap, as defined below, and will exchange your ADEL for AKRO subject to and on the terms set forth in these Terms, as well as other promises and covenants contained herein.

2. COMMUNICATION

You hereby agree and acknowledge that Akropolis may give any notices, letters, and other communications under these Terms or in connection with the Token swap and matters contemplated herein by posting them in Akropolis' official Telegram channel (https://t.me/akropolis_official) and/or Medium channel (<https://akropolisio.medium.com/>) (collectively, the "**Communication channels**"). Any communication given in accordance with the foregoing sentence shall be deemed effective and received by you on the day following the day when it is published. Any communication delivered to you via Communication channels shall have the same legal power as communication delivered by regular mail. It is your responsibility to regularly check our Communication channels for updates. You may contact Akropolis by email at team@akropolis.io.

3. TOKEN SWAP AND ELIGIBILITY

3.1. Token swap (the "**Token swap**") shall mean the exchange of ADEL tokens (Ethereum smart contract address: 0x94d863173ee77439e4292284ff13fad54b3ba182) ("**ADEL**") for respective amount of AKRO tokens (Ethereum smart contract address: 0x8Ab7404063Ec4DBcfd4598215992DC3F8EC853d7) ("**AKRO**") in accordance with and on the terms set forth herein.

3.2. In the Token swap you may and will only be allowed to exchange such an amount of ADEL which does not exceed the aggregate of the following:

- a) amount of ADEL which you have had in your Ethereum digital wallet (the "**Wallet**") as of **February 01, 2021, 24:00 UTC** (the "**Snapshot time**"), including ADEL:
 - a. contributed as liquidity to the ADEL/wETH, ADEL/USDT, and ADEL/DAI pools on Uniswap.org, ADEL/wETH and AKRO/ADEL pools on Balancer.finance, and ADEL/USDC pool on Mooniswap.exchange, and
 - b. staked in the ADEL staking smart-contract deployed on the Ethereum blockchain,
(such ADEL collectively, the "**Balance amount**");
- b) amount of ADEL which was accrued and vested as reward for the provision of liquidity in Delphi from your Wallet but was not distributed to you as of **January 06, 2021** (such ADEL, the "**Reward amount**").

Accordingly, **in no event** shall the amount of ADEL that you may or will be allowed to exchange for AKRO in the Token swap exceed the aggregate of Balance amount and Reward amount, as described above. For the purposes hereof, Akropolis has generated a snapshot to capture respective Balance amounts as at the Snapshot time.

As used herein, "**Delphi**" means Delphi v.1.0 autonomous smart-contract system deployed on the Ethereum blockchain allowing users to access and use third party liquidity mining software, services, and tools. Note that as of the date hereof "Delphi" was replaced by "Akropolis".

3.3. To be eligible to participate in the Token swap and be allowed to exchange your ADEL for AKRO hereunder, starting from March 01, 2021, 00:00 GMT, and until May 01, 2021, 00:00 GMT (the "**Token swap term**") you have to:

- a) accept these Terms by sending respective transaction on the Ethereum blockchain from your Wallet in accordance with instructions provided by Akropolis on the Token swap page which can be accessed at <https://akropolis.io/swap> (the "**Swap page**"), and/or via other means as and if made available by Akropolis,
- b) meet the requirements prescribed in these Terms and/or otherwise set forth by Akropolis, and

- c) perform all applicable Token swap instructions as set forth in these Terms, including Section 4 below, and/or as may be additionally notified or supplemented by Akropolis through the Communication channels,

(all items mentioned above, collectively, “**Conditions precedent**”).

3.4. You agree and acknowledge that if you fail to fulfil Conditions precedent before the expiry of the Token swap term, you will not be eligible to participate in the Token swap nor allowed to exchange your ADEL for AKRO pursuant hereto.

4. TOKEN SWAP MECHANICS

4.1. Subject to other terms contained herein, in order to have your Balance amount and/or Reward amount, or any portion thereof exchanged for AKRO in accordance with these Terms (amount to be exchanged, the “**Swap amount**”), before the expiry of the Token swap term you will need to perform the following actions with regard to the Swap amount:

- a) for ADEL from the Balance amount: you need to deliver your Balance amount or a portion thereof that you wish to exchange to the respective Ethereum smart-contract address specified on the Swap page (the “**Swap contract**”);
- b) for ADEL from the Reward amount: you need to apply for the Token swap on the Swap page, indicate the amount of ADEL that you wish to exchange and perform such instructions and requirements as may be published on the Swap page.

4.2. Subject to the provisions of these Terms, including Clauses 4.3 and 4.4 below, for each ADEL that you exchange in the Token swap you **may receive 15 (fifteen) AKRO tokens** (the “**Swap rate**”). You hereby agree and acknowledge that the Swap rate is fair and reasonable, and that the amount of AKRO due to you in connection with the Token swap, if any, will be determined based on such Swap rate. Therefore, any such amount of AKRO shall constitute your fair, reasonable, and sufficient consideration for the ADEL swapped hereunder and your participation in the Token swap.

4.3. For each ADEL that you choose to exchange as the Swap amount hereunder, you will be issued with 15 (fifteen) vAKRO tokens (the “**vAKRO**”) which are intended to serve as mere units of account to track the amount of AKRO that you are entitled to receive in connection with the Token swap. vAKRO shall be non-transferable and shall serve as the sole evidence of your right to redeem and receive respective amounts of AKRO due to you in the Token swap.

4.4. You must retain the Wallet where you hold your vAKRO and securely keep credentials thereto until you redeem and receive respective amounts of AKRO as provided below. If you lose access to the Wallet where you hold vAKRO, if your vAKRO are lost or stolen, or if you are unable to deliver your vAKRO to the Distribution contract, as specified below: (i) your right to redeem and receive respective amounts of AKRO due to you hereunder shall terminate and cease to exist, and (ii) Akropolis shall not be obliged to deliver respective amounts of AKRO due to you hereunder.

4.5. You shall solely bear all and any Ethereum network charges, gas fees, and other costs related to the transactions contemplated hereunder. The Token swap shall be final and **no refunds or additional token swaps shall be available** unless Akropolis, acting in its sole and absolute discretion, determines otherwise.

5. TOKEN LOCK-UP, REDEMPTION AND DISTRIBUTION

5.1. AKRO due to you in connection with the Token swap shall be locked for a 24 (twenty four) months term commencing on June 01, 2021 (the “**Lock-up term**”), and shall be unlocked (“**Unlocked**”) in 24 (twenty four) substantially equal monthly instalments of 1/24 (the “**Instalments**”) as follows: (i) the first Instalment shall be Unlocked on or about July 01, 2021; and (ii) each subsequent Instalment shall be Unlocked on or about the same day of each of 23 (twenty three) months thereafter.

5.2. Once Unlocked, respective AKRO may be redeemed by you as provided below. Subject to other terms of these Terms, you may only redeem and receive AKRO due to you hereunder which have been Unlocked. AKRO due to you in connection with the Token swap will not be distributed automatically and you will need to redeem them in accordance with the terms set forth herein. No AKRO will be distributed or transferred to you until such tokens are Unlocked and redeemed.

5.3. To redeem your Unlocked AKRO, you will need to deliver the respective amount of vAKRO to the address of vAKRO contract deployed on the Ethereum blockchain (the “**Distribution contract**”). Amount of vAKRO that you deliver to the Distribution contract must not exceed the aggregate amount of AKRO Unlocked as of the date when you make such transaction.

5.4. Subject to the foregoing, once you deliver your vAKRO to the Distribution contract, respective amount of AKRO will be distributed to your Wallet. For each vAKRO delivered to the Distribution contract you may receive 1 (one) AKRO.

5.5. You hereby agree that you will have to redeem the AKRO due to you in connection with the Token swap not later than on **December 31, 2023** (the “**Redemption deadline**”). If you fail to redeem your AKRO before the Redemption deadline, your right to receive any outstanding amounts of AKRO hereunder shall automatically terminate and cease to exist, and neither Akropolis nor any other person shall be obliged to deliver or transfer any AKRO to you in connection with the Token swap, or return ADEL or any payments received from you hereunder.

5.6. For the purposes hereof, the Balance amount and Reward amount that you choose to swap in the Token swap may be accumulated and combined, and AKRO due to you in the Token swap for the Balance amount and Reward amount or portion(s) thereof may be combined and distributed together.

6. OWNERSHIP

6.1. AKRO due to you hereunder, if any, shall become your property once received by you to your Wallet in accordance with these Terms. For the avoidance of doubt, you shall not have the right to transfer, sell, promise, gift, use as a collateral, or otherwise dispose of the AKRO due to you hereunder until you redeem such AKRO and receive them to your Wallet.

6.2. Any ADEL exchanged by you in accordance with these Terms shall immediately become the sole and exclusive property of Akropolis. For the avoidance of doubt, (i) ADEL delivered to the Swap contract shall become the sole and exclusive property of Akropolis once received to the Swap contract, (ii) ADEL that you choose to swap as Reward amount shall become the sole and exclusive property of Akropolis once you apply for the Token swap on the Swap page.

7. ADDITIONAL TOKEN SWAP TERMS

7.1. Akropolis may, in its sole and absolute discretion, withhold or suspend the distribution of AKRO or vAKRO to you hereunder, or refuse to distribute AKRO or vAKRO to you if Akropolis (i) suspects that you have violated or may violate these Terms, (ii) believes that the same is in the best interests of Akropolis’ community, (iii) believes that the same is required under applicable laws or regulations, or to avoid possible violation of applicable laws or regulations, or (iv) believes that the same is necessary to avoid possible damages or losses that may be sustained by Akropolis, Akropolis community, or AKRO holders.

7.2. Notwithstanding any other provision contained herein, Akropolis reserves the right to treat as void any transfer of Tokens which Akropolis reasonably believes to be unlawful or in breach of the law or terms contained herein for any reason.

7.3. All and any obligations of Akropolis pertaining to the Token swap, including obligation to distribute AKRO on the terms herein set forth are personal to you and are non-assignable, unless Akropolis, acting in its sole and absolute discretion, decides otherwise. Accordingly, no one else may redeem AKRO due to you hereunder, exchange your vAKRO for AKRO, or otherwise exercise the rights granted to you hereunder or in connection with the Token swap.

7.4. Akropolis may, at its sole and absolute discretion, establish certain identification and KYC/AML procedures (the “**KYC/AML procedures**”), and, for this purpose, engage or appoint a KYC/AML service provider (the “**Service provider**”). If established and applicable to you, KYC/AML procedures will be obligatory and you will not be eligible or able to participate in the Token swap unless you have successfully passed all applicable KYC/AML procedures. Your relationship with the Service provider shall be governed by separate agreements, e.g., Terms and Conditions and Data Protection Policy, which you may find on such Service provider’s website or in respective software; Akropolis shall not be a party to these relations. Akropolis may transfer your Personal Data to the Service provider, and may further receive your Personal Data or information related to the KYC/AML procedures from such Service provider. Akropolis reserves the right to change the Service provider or impose additional requirements regarding KYC/AML procedures.

7.5. If, in Akropolis’ sole opinion, the delivery of AKRO or vAKRO to you or the holding of AKRO or vAKRO by you is or becomes impossible or violates any applicable laws or regulatory requirements, Terms, representations and warranties contained herein, or Akropolis suspects that this may be the case, then:

- a) Akropolis may refuse to deliver AKRO or vAKRO to you or return any payment or its equivalent to you nor, in either case, to any other person or entity;
- b) Akropolis may request, require or facilitate that steps be taken to ensure the full return of any AKRO or vAKRO that you hold;
- c) Akropolis may remotely disable, deactivate, lock or destroy any AKRO or vAKRO that you hold;
- d) Akropolis may terminate its relationship with you and take any actions considered necessary or desirable for Akropolis to meet its legal and regulatory obligations; and/or
- e) such actions will be irrespective of any payment that has been made by you to Akropolis and Akropolis is under no obligation to provide reasons or explanations.

8. NO WARRANTIES

8.1. To the fullest extent permitted under the applicable laws and regulations, it is hereby agreed and acknowledged that:

- a) the Tokens and Token swap are provided 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 Tokens, Akropolis’ products or services (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement;
- b) Akropolis makes no promise or guarantee of inherent value or future performance with regard to the Tokens, their price or supply amount, and there is no guarantee that the Tokens will hold any particular value or price, or have any value or price at all;
- c) we do not represent or warrant that the Tokens or any of Akropolis’ products or services are reliable, current or defect-free, meet your requirements, or that any defects will be corrected, or that any of the Akropolis’ products or services will be developed, launched or deployed; and
- d) we cannot and do not represent or warrant that the Swap contract, Distribution contract, the Tokens, or the delivery mechanism for the Tokens are safe, secure, free of viruses, bugs, vulnerabilities or other harmful components, or will work as intended.

8.2. Akropolis makes no warranties or representations and offers no assurances (in each case whether express or implied) that the Tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with any of services or products of Akropolis, or that any of Akropolis’ products or services will ever be developed, launched or deployed.

Notwithstanding any of the above, there is no guarantee or assurance of the availability of any market for transfer of the Tokens, or any such market's liquidity.

9. REPRESENTATIONS AND WARRANTIES

9.1. By accepting these Terms and/or applying for and/or participating in the Token swap, you represent and warrant that:

- a) you have read and understood these Terms;
- b) you have the necessary authority and consent to accept these Terms, to enter into a binding agreement with Akropolis and to perform the obligations set out herein;
- c) if you are an individual, you are at least 18 (eighteen) years of age, you have sufficient legal capacity to accept these Terms and to enter into a binding agreement with Akropolis on the terms set out herein;
- d) the acceptance of these Terms and the entry into a binding agreement with Akropolis shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of any constitutional or organisational 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 you or the corporate entity you represent by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the you are a party or by which you are bound;
- e) the Wallet belongs to you, that you exercise effective control over such digital wallet and that all virtual assets transferred to such wallet shall be deemed to be transferred to and received by you; you shall be responsible for implementing reasonable measures for securing your Wallet;
- f) ADEL exchanged (swapped) by you hereunder constitute your property and remain in your full and lawful possession until exchanged, that you exercise an effective control over such ADEL and that such ADEL are free and clear of all mortgages, claims, charges, liens, security interests, pledges or options, proxies, voting trusts or agreements, understandings or arrangements or any other rights whatsoever, except for any such rights arising hereunder, if any;
- g) vAKRO used by you to redeem AKRO hereunder are your property and remain in your full and lawful possession until delivered to Akropolis, that you exercise an effective control over such vAKRO and that such vAKRO are free and clear of all mortgages, claims, charges, liens, security interests, pledges or options, proxies, voting trusts or agreements, understandings or arrangements or any other rights whatsoever, except for any such rights arising hereunder, if any;
- h) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, Ethereum blockchain and related transactions, token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
- i) you understand that AKRO and vAKRO confer no voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
- j) if you are acting for or on behalf of an entity, such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established and in each jurisdiction where it conducts business;
- k) if you are acting for or on behalf of an entity or person, you are authorised to accept these Terms and enter into a binding agreement with Akropolis on such entity's or person's behalf

(and in such circumstances, references in these Terms to “your” or “you” shall be a reference to the entity or person on whose behalf you are acting);

- l) you shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities;
- m) participating in the Token swap, receiving AKRO and vAKRO under these Terms 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 action hereunder 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);
- n) YOU ARE NOT (I) A CITIZEN OR RESIDENT OF, OR DOMICILED IN; (II) PARTICIPATING IN THE TOKEN SWAP FROM A LOCATION IN; (III) REPRESENTING OR ACTING ON BEHALF OF AN ENTITY (INCLUDING, BUT NOT LIMITED TO, ANY COMPANY OR PARTNERSHIP) INCORPORATED, ESTABLISHED OR REGISTERED IN OR UNDER THE LAWS OF: AFGHANISTAN, BELARUS, BOSNIA & HERZEGOVINA, BURUNDI, CENTRAL AFRICAN REPUBLIC, CUBA, DEMOCRATIC REPUBLIC OF CONGO, EGYPT, GUINEA, GUINEA-BISSAU, IRAN, IRAQ, LEBANON, LIBERIA, LIBYA, MALAYSIA, MALI, NORTH KOREA, SOMALIA, SOUTH SUDAN, SUDAN, SYRIA, UNITED STATES OF AMERICA (USA) AND ITS TERRITORIES, INCLUDING PUERTO RICO AND THE VIRGIN ISLANDS, YEMEN, ZIMBABWE, CRIMEA REGION OF UKRAINE (COLLECTIVELY, “**RESTRICTED PERSONS**”), NOR ARE YOU ACTING FOR OR ON BEHALF OF ANY SUCH PERSON OR ENTITY;
- o) you will not sell, exchange or otherwise transfer AKRO or vAKRO to U.S. Persons or any persons that are established or located in the U.S. and its territories;
- p) you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you 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;
- q) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of AKRO and vAKRO;
- r) the Wallet supports the ERC-20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as AKRO) for the purposes of receiving AKRO and vAKRO;
- s) you do not expect profits of any type from acquiring AKRO and vAKRO nor do you acquire AKRO and vAKRO for any type of investment purposes;
- t) you waive the right to participate in a class action lawsuit or a class-wide arbitration against Akropolis, its founders and team members or any entity or individual involved in the development of the Akropolis Network or Akropolis’ products;
- u) you understand that you do not have any right against Akropolis, the founders and team members or any other party to request any refund;
- v) you and any person on your behalf or any other third party, which is connected to you, acting at your suggestion, direction or otherwise (collectively “**Representatives**”) will not publicly make any reference to or make public any information related to Akropolis, its affiliated entities, their officers, employees, contractors, directors, and Akropolis Parties, including without limitation, in any promotional materials, media social media, or similar circumstances without Akropolis’, which tarnish or otherwise harm Akropolis Parties’ reputation. The fact that the reference or information is harmful shall be determined by Akropolis in its sole discretion;

- w) you understand that you bear the sole responsibility to determine if your holding and use of AKRO and the potential appreciation or depreciation in the value of AKRO over time, the sale and purchase of AKRO and/or any other action or transaction related to AKRO, Akropolis or the Akropolis Network have tax implications for you;
- x) you understand and accept that AKRO has no intrinsic value except in relation to its potential utility, and that Akropolis does not promise a secondary market for AKRO. To the extent that a secondary market exists or develops, the exchange value of AKRO may fluctuate and you may suffer loss in value of such acquired AKRO. There might be different reasons that would cause unfavourable fluctuations of the value of AKRO, many or even all of which may not be full transparent to you;
- y) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession of these Terms; and
- z) you are not participating in the Token swap and you are not entering these Terms as a consumer.

9.2. You undertake that the abovementioned representations and warranties will remain true and accurate until the expiration of the Token swap term. If you cannot provide all of the representations and warranties set out in Clause 9.1, you may not participate in the Token swap, or receive AKRO and vAKRO. Any AKRO and vAKRO distributed to you or held by you in violation of this Section 9 'Representations and Warranties' are deemed void and will not be recognised by nor binding on Akropolis.

9.3. Akropolis reserves the rights to deny and invalidate any transaction made by, and/or withhold the distribution or activation of AKRO and/or vAKRO from, any person who has made a false, incomplete or misleading representation under this Section 9 in the opinion of Akropolis.

9.4. You further agree that:

- a) you will review all announcements connected with the Token swap;
- b) you will notify Akropolis immediately if any of the representations and warranties you make under these Terms becomes untrue, incomplete, invalid or misleading in any respect;
- c) you will keep, and are fully responsible for keeping, your Wallet (including private keys) confidential, secure, intact, and under your control at all times;
- d) you will appraise yourself of and take (and bear sole responsibility for taking) any further action (subject to these Terms) as you may consider necessary to protect your interests in the event of technical changes which may affect AKRO and vAKRO, including any source code update or fork;
- e) you will observe all applicable laws and regulations (including tax laws and regulations) in such manner that will, to the best of your knowledge and belief, result in compliance by you and Akropolis in any jurisdiction in which you directly or indirectly: (i) purchase, hold, use, offer, sell, transfer, deliver, re-sell, re-offer or exchange AKRO and vAKRO; and (ii) enter into or perform your obligations under these Terms;
- f) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale, or transfer of AKRO and vAKRO; and
- g) you agree to provide promptly such evidence of your compliance with these Terms as Akropolis may at any time reasonably require.

9.5. You acknowledge and accept that AKRO and vAKRO does not represent or constitute:

- a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument, or any other financial instrument or investment carrying equivalent rights;
- b) any right to receive future revenues, shares, or any other form of participation or governance right from, in or relating to Akropolis and/or the Akropolis Network; or
- c) any form of money or legal tender in any jurisdiction nor do they constitute any representation of money (including electronic money).

10. SMART CONTRACTS

Akropolis has deployed or will deploy the Swap contract and Distribution contract for the purposes of the Token swap, and may further deploy additional smart contracts or software for the purposes of receiving ADEL and/or distributing AKRO/vAKRO hereunder. Akropolis shall exercise reasonable endeavours to procure that the Swap contract, Distribution contract, other smart-contracts and related software work correctly, however, the smart-contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant potential operational, technological, financial, regulatory, legal, and reputational risks. Accordingly, Akropolis provides no warranty or promise that the Swap contract, Distribution contract, any other related smart-contracts or software are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, a complete loss of your Tokens.

11. SECURITY

You are responsible for implementing all reasonable and appropriate measures for securing the Wallet, vault, or other storage mechanism that you use to receive and store vAKRO and AKRO that are delivered to you hereunder, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your vAKRO and AKRO, and be unable to receive or use AKRO or vAKRO hereunder. Akropolis shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of AKRO or vAKRO nor shall we be under any obligation to recover or return any AKRO or vAKRO, 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) AKRO or vAKRO hold by you.

12. INTELLECTUAL PROPERTY

12.1. As used herein, “**Akropolis IP Rights**” means in relation to Akropolis, the Tokens, Token swap, the Akropolis Network, all Akropolis’ products and services, and Akropolis’ website, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow 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.

12.2. You are not entitled, for any purpose, to any Akropolis IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Akropolis IP Rights and you understand and accept that by participating in the Token swap and/or receiving of AKRO or vAKRO pursuant to these Terms you shall not:

- a) acquire or otherwise be entitled to any Akropolis IP Rights;
- b) make a claim in respect of any Akropolis IP Rights or any other equivalent rights; or
- c) use, attempt to use, copy, reverse engineer, imitate or modify (whether in whole or in part) any Akropolis IP Rights, except with our prior written consent.

13. INDEMNITY

13.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Akropolis, its affiliated entities, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, affiliates, agents, representatives, predecessors, successors and assigns (the “**Akropolis 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:

- a) your holding or use of AKRO or vAKRO;
- b) non-performance of your responsibilities or obligations under these Terms;
- c) your breach of any of the terms and conditions set out in these Terms, including inaccuracy or incorrectness of representations and warranties provided hereunder;
- d) your breach of any rights of any other person or entity;
- e) your purchase, holding, use, offering, sale, transfer, delivery, re-sale, re-offering, or exchange of AKRO or vAKRO being in violation of any regulatory requirements imposed in any relevant jurisdiction; or
- f) Akropolis exercising, enforcing or preserving its rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms.

13.2. Akropolis reserves the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in Clause 13.1. The indemnity set out in this Section 13 is in addition to, and not in lieu of, any other remedies that may be available to Akropolis under applicable law, and will remain in force for a period of 3 (three) years after any termination or expiry of these Terms.

14. LIMITATION OF LIABILITY

14.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO CIRCUMSTANCES SHALL:

- a) AKROPOLIS, ITS AFFILIATED ENTITIES, THEIR RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (“**AKROPOLIS PARTIES**”) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME, BUSINESS OR PROFITS, UNREALISED PROFITS, GAINS OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF CONTRACT OR DEPLETION OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION, DIMINUTION OF VALUE OR ANY LIKE LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THE TOKEN SWAP, ACQUISITION, STORAGE, TRANSFER, USE OF OR INABILITY TO USE AKRO, vAKRO, OR ADEL, OR OTHERWISE RELATED TO AKROPOLIS OR ANY OF THE ABOVE, REGARDLESS OF THE CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), BREACH OF STATUTORY DUTY, RESTITUTION OR ANY OTHER LEGAL OR EQUITABLE BASIS (EVEN IF ANY OF THE AKROPOLIS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND REGARDLESS OF WHETHER SUCH LOSSES WERE FORESEEABLE); AND
- b) THE AGGREGATE LIABILITY OF THE AKROPOLIS PARTIES (JOINTLY), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, RESTITUTION OR ANY OTHER LEGAL OR EQUITABLE BASIS, INCLUDING

INTENTIONAL BREACH OF OBLIGATIONS HEREUNDER, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE ADEL, AKRO, AND/OR vAKRO AND/OR AKROPOLIS' PRODUCTS, INCLUDING ATTORNEY'S FEES, EXCEED US \$5,000 (FIVE THOUSAND U.S. DOLLARS).

14.2. The limitations and exclusions of liability set out in Clause 14.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of Akropolis, 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.

15. TAXATION

15.1. You are solely responsible for determining whether your participation in the Token swap, the ownership, use, sale, transfer, or liquidation of the Tokens, the potential appreciation or depreciation in the value of the Tokens over time (if any), the receipt of AKRO, vAKRO and/or any other action or transaction contemplated by these Terms or related to the Tokens will give rise to any tax implications on your part.

15.2. You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be required to pay tax. Akropolis shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your receipt or holding of the Tokens, or in connection herewith.

15.3. You agree not to hold any of the Akropolis Parties liable for any tax liability associated with or arising from the creation, ownership, use, or liquidation of the Tokens or any other action or transaction related to the Akropolis Network, Akropolis' products and services or the Token swap.

16. DATA PROTECTION

16.1. In order to participate in the Token swap, we may collect personal data from you including, but not limited to, information and documents listed in Clause 16.2 below. This data is collected, processed and stored in order to allow you to participate in the Token swap and is required amongst other purposes in order to allow us to comply with legal obligations to which we are subject, including in respect of due diligence and the prevention and detection of money-laundering and terrorist financing. All personal data collected in connection with these Terms shall be collected, processed, and stored in accordance with our Privacy Policy which can be found on our website available at: <https://akropolis.io> (the "**Website**"), as may be supplemented or amended by Akropolis at any time. It also contains information on your rights to access, rectification, erasure, restriction on processing, objection to processing and portability of your data.

16.2. Akropolis may require you to provide information and documents relating to (without limitation):

- a) your identity;
- b) your Wallet address;
- c) your address;
- d) the source of funds used for the transactions contemplated hereunder; and/or
- e) any other documents or data from which you can be identified,

(together your "**Personal Data**").

16.3. You may be submitting your Personal Data to the Service provider, as defined above, appointed by Akropolis, such as, for example, Sum&Substance. In this case, Akropolis may not receive your Personal Data and only will receive a confirmation of the Service provider that you passed KYC/AML

procedures. Processing of your Personal Data by the Service provider will be subject to its own Data Protection Policy and agreements entered with you, for example, Sub&Substance's Data Protection Policy may be found at <https://sumsub.com/data-protection-policy/>. In case Akropolis appoints another Service provider, you will be provided with such new provider's Data Protection Policy.

17. RISKS

By participating in the Token Swap and accepting these Terms you expressly acknowledge, accept and assume the risks set out in this Section 17.

17.1. You acknowledge and agree that your participation in the Token swap, receipt, use, and transfer of the Tokens, development and deployment of Akropolis' products or services carries significant potential financial, regulatory, legal, technical, reputational and other risks, including but not limited to:

- a) Risk of software weaknesses: the Tokens, related smart-contracts and other software, products and services of Akropolis may contain weaknesses, bugs, vulnerabilities, viruses or other defects, which may have a material adverse effect on the price of ADEL and AKRO, or may lead to losses and damages for you, other users, token holders or third persons.
- b) 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. These may be contrary to the current setup of the smart contracts and which may, inter alia, resulting in substantial modifications to the smart contracts and/or Akropolis' products and services, including its termination and the loss of the Tokens. Additionally, regulation of proposed activities of the Akropolis' products and services is currently uncertain and may be subject to change without notice. In particular, the regulatory framework for the proposed Akropolis' products and services and associated activities are largely untested. Therefore, there is uncertainty as to the legal and regulatory licences and requirements that will be required. It is also uncertain as to whether Akropolis 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.
- c) Risks associated with uncertain regulations and enforcement actions: the regulatory status of the 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 Tokens, Akropolis' products and services. It is equally 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 Akropolis' products and services, the Tokens. Regulatory actions could negatively impact the above in various ways, including, for purposes of illustration only, through a determination that the Tokens are a regulated financial instrument that requires registration or licensing. Akropolis 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 make it commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
- d) Risk of abandonment / lack of success: the Tokens, as well as development of Akropolis' products and services may be abandoned for a number of reasons, including lack of interest from the public, lack of funding and lack of commercial success or prospects (e.g. caused by competing projects).
- e) Risks associated with markets for Tokens and their price: we do not enable or otherwise facilitate any secondary trading or external valuation of the Tokens. This may restrict the avenues for using the Tokens, and could therefore create illiquidity risk with respect to any the Tokens you own. Even if secondary trading of the 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 the Tokens (for example, as denominated in a cryptocurrency or fiat currency), such value may be extremely volatile and diminish to zero. There is a risk that ADEL and AKRO will lose their entire value or will have no value.

- f) Risk of losing access to tokens due to loss of private key(s), custodial error or your error: the Tokens can only be accessed by using an Ethereum wallet with a combination of your 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 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 Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault in which you choose to receive and store the Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens.
- g) Risk of incompatible wallet service: the wallet or wallet service provider used to store, send, or receive the Tokens must conform to the ERC-20 token standard in order to be technically compatible with the Tokens. The failure to ensure such conformity may result in the inability to access your Tokens.
- h) Risk of hard-fork: Akropolis' products and services will need to go through substantial development works which may result in significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to the Tokens may be required (e.g., a hard-fork) and that, if you decide not to participate in such upgrade, you may no longer be able to use your Tokens, and any non-upgraded Tokens may lose its functionality in full.
- i) Risks arising from taxation: the tax characterisation of the Tokens is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of the Tokens, which may result in adverse tax consequences to you. This includes without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties, or other charges and tax reporting requirements.

18. TERM

18.1. These Terms will be effective until the earlier of: (i) the expiry of the Token swap term — in case you fail to perform Conditions precedent prior to the expiry of the Token swap term or are not allowed to participate in the Token swap, or (ii) the Redemption deadline — if you are eligible and allowed to participate in the Token swap, or (iii) your right to participate in the Token swap and/or receive AKRO hereunder is terminated or ceased to exist.

18.2. Sections 2, 3, 7, 8, 13, 14, 15, 16, 20, 21, and 22 of these Terms, this Clause 18.2 and any other provisions hereof required for their enforcement, validity will survive termination or expiration hereof.

18.3. You may not terminate or amend these Terms without Akropolis' prior written consent. Akropolis may immediately terminate these Terms in its sole discretion, without your consent or approval, by a written notice to you in case (i) you commit a material breach of your obligations hereunder, (ii) representations or warranties provided by you hereunder are untrue or incorrect, (iii) of an adverse change in circumstances related to the Token swap, Akropolis products or services, the Tokens, (iv) in Akropolis' reasonable opinion such termination is required under the laws or requirements of authorities.

19. RELEASE AND TERMINATION OF OBLIGATIONS

19.1. In consideration of receiving the right to participate in the Token swap, other promises and covenants herein contained, and to the maximum extent permitted under the applicable law, you hereby

release and discharge Akropolis, its affiliated entities, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, affiliates, agents, representatives, predecessors, successors and assigns ("**Akropolis Parties**") from any and all past, present or future claims, actions, causes of action, class actions, costs, demands, obligations, expenses, losses, suits, damages, fees, interest, compensation, class actions or causes of action for declaratory or injunctive relief, restitution, compensatory, general, special, statutory, or punitive damages, of any kind or nature whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, anticipated or unanticipated, suspected or unsuspected, past, present, or future, direct or indirect, contingent or absolute, whether individual, collective, or representative, and whether based on tort, contract, or other theories of recovery, including without limitation reasonable attorneys' fees and other costs of defence arising out of, or in any way related to (i) ADEL, its delivery, receipt, storage, use or transfer, inability to use or transfer ADEL, as well as the price fluctuations of ADEL and other circumstances affecting, whether directly or indirectly, the price of ADEL, and (ii) Delphi, its operation, use, availability and modification, inability to use or access Delphi, discontinuation of Delphi development and Delphi-related activities.

19.2. You hereby agree and acknowledge that Akropolis Parties have properly and fully performed all of the obligations that they had or might have had to you arising prior to the date hereof, whether such arose from a contract or otherwise, with regard to (i) ADEL, their distribution and delivery, and (ii) Delphi, its development and deployments; and further affirm, acknowledge and agree that you have no claims against Akropolis, its affiliated persons and Akropolis Parties with respect to the above.

19.3. You hereby agree that all and any of Akropolis Parties' obligations to you under any agreement, contract, letter, statement, arrangement or promise, if any, whether express or implied, and whether written or oral, which are existing as of the date hereof and are related to or arising from the (i) acquisition, use or transfer of, inability to acquire, transfer, or use ADEL, and (ii) development, deployment, or delivery of Delphi, excluding, for this purpose, these Terms, are hereby terminated and cease to exist as of the date when you accept these Terms. To clarify, once the you accept these Terms Akropolis and its affiliated persons shall have no obligations to you with regard to the above.

20. APPLICABLE LAW AND DISPUTES RESOLUTION

20.1. These Terms, the relationship between you and Akropolis relating to the subject matter hereof, and any Disputes, as defined below, arising out of or in connection therewith shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

20.2. Except for any disputes, claims, suits, actions, controversies, causes of action, demands, or proceedings (collectively, "**Disputes**") in which either you or Akropolis 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 Akropolis hereby agree to settle and finally resolve any Dispute arising out of or in connection with these Terms and/or relationship between you and Akropolis relating to the subject matter hereof in binding arbitration and in accordance with this Section 20. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

20.3. For any Dispute that you have against Akropolis or relating in any way to these Terms, you shall first contact Akropolis and attempt to resolve the Dispute informally by sending a written notice of your claim (the "**Notice**") to Akropolis by email at team@akropolis.io. The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If Akropolis and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the LCIA, in accordance with the terms set forth below.

20.4. Any Disputes arising out of or in connection with these Terms, including any question regarding the existence, validity, or termination of these Terms, and/or relationship between you and Akropolis relating to the subject matters hereof shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration (LCIA) Rules available at its website at: <http://www.lcia.org>, which Rules are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. By agreeing to be bound by these Terms, you either: (i) acknowledge and agree that you have read and understood the LCIA Rules, or (ii) waive your opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any reason whatsoever.

20.5. The arbitrator shall: (i) honour claims of privilege and privacy recognised at law, (ii) 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, and (iii) award any individual relief or individual remedies that are expressly permitted by applicable law, subject to the limitation of liability provisions of these Terms. The arbitration will be confidential, and neither you nor Akropolis may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

20.6. Any Dispute arising out of or related to these Terms is personal to you and Akropolis 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 in any circumstances. There will be no class or other type or representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

20.7. To the maximum extent permitted under the law, you and Akropolis waive the rights to a jury trial, class action arbitration, and to have any Dispute resolved in court.

20.8. To the maximum extent permitted under the law, you and Akropolis hereby agree that any claim arising out of or related to these Terms or the Platform shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor Akropolis will have the right to assert such claim.

21. CONFIDENTIALITY

21.1. For the purpose of this Section 21, "**Confidential Information**" shall mean any technical and non-technical information which is not public, including without limitation:

- a) any information and data which pertains to the Akropolis Parties or Akropolis' products or services, Akropolis' affairs, including, inter alia, any financial and organisational information, personal data, know-how, business plans and projections, financial plans and details, development plans, research and development data, etc., regardless of whether the information was communicated orally, in writing or electronic form;
- b) any information regarding the relationship between you and Akropolis, conditions of the such relationship and of its termination, financial and business information related thereto;
- c) any other information relative to any of the foregoing and disclosed on an explicit or implicit condition of confidentiality prior to the date hereof.

21.2. During the term of these Terms and for a period of 3 (three) years following their termination or expiry, regardless of reason, you will, and shall procure that any person on your behalf or any other third party which is connected to you, acting at your suggestion, direction or otherwise, including your Representatives, will, keep all Confidential Information strictly confidential in accordance with the terms of these Terms. Except as permitted by these Terms, you and your Representatives shall not disclose (a) the fact that the Confidential Information has been provided to you or was otherwise received by you, (b) the terms or the existence of any other agreements and arrangements entered into or to be entered

into between you and Akropolis, (c) any communications, notices and calls with the participation of Akropolis, its affiliated entities or Akropolis Parties, (d) any other information which may be reasonably considered as confidential that relates to Akropolis, its products or services.

21.3. You hereby undertake and agree that neither you nor your Representatives will make any statements or publications, publish notes or posts, publicly disclose any information or data that harm or may harm or tarnish reputation of Akropolis or its affiliated entities, Akropolis' products or services, whether on Internet, in media, social networks, on Internet or in any other sources.

22. MISCELLANEOUS

22.1. You understand and acknowledge that these Terms constitute a binding legal agreement between you and Akropolis. You agree and acknowledge that the means executing of these Terms constitute valid means of concluding an agreement. You agree that these Terms are final, supersede, substitute, and extinguish any prior Terms, agreements, negotiations, letters or arrangements between you and Akropolis, both written and oral, with respect to the subject matter, as well as any agreements that are contrary to the provisions of these Terms.

22.2. You agree that if any court determines that any provision of these Terms is invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions hereof shall remain valid and enforceable. Invalidity or unenforceability of any provision hereof will affect only that provision and will not make any other provision of these Terms invalid or unenforceable.

22.3. These Terms may not be amended, modified or assigned by you without Akropolis' written consent. Akropolis may modify these Terms at any time by publishing a revised version on the Swap page and/or Website and/or by an email notification to you, in Akropolis' sole discretion. In such case we will update the 'Last updated' date on the first page of the document, and amended Terms will become effective upon their publication and/or relevant notice given to you, unless otherwise stated therein. It is your responsibility to check the Swap page, Website, and Communication channels regularly for modifications. Akropolis further reserves the right to assign or transfer these Terms, any and all rights and obligations hereunder to third parties without your consent, notification or approval, to its affiliated entities.

22.4. Akropolis shall not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any force, event, condition or circumstance outside of its control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, blockages, embargoes, sanctions, riots, acts or orders of government, acts of terrorism, war, undeclared war, changes in blockchain technology and changes in Akropolis' products or services, hacker attacks or viruses.

22.5. You acknowledge that by accepting these Terms, 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 Akropolis in relation to the subject matter of these Terms at any time before your acceptance of them ("**Pre-Contractual Statements**"), other than those set out in these Terms. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

22.6. The failure by Akropolis 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 in writing to be effective.

22.7. You confirm that you have been granted an opportunity to seek a legal advice before executing these Terms, that you have read and understood this document, and further acknowledge that these Terms are final, legally binding and irrevocable.

22.8. Nothing in these Terms shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and Akropolis and/or other individuals or entities involved with the Token swap, the Tokens, development and deployment of the smart contracts, and/or Akropolis' products or services.

[End of Document.]
