

## Cosmos Contribution Terms - Penultimate Draft

### 1. Principles

1. The following Terms (“Terms”) govern the contribution procedure (“Contributions” collectively, and “Contribution” individually) to the Interchain Foundation (“INTERCHAIN”) by contributors (“Contributors” collectively, and “Contributor” individually) and the subsequent allocation of transferable cryptographic blockchain-based digital information units called ATOM (“ATOM”) to Contributors.
2. INTERCHAIN promotes and develops technologies and applications, especially in the fields of new open and decentralized software architectures. A dominating but not exclusive focus is set on the promotion and development of software technology (“The Client”) that is able to connect different decentralized consensus networks known as blockchains (“Cosmos Network”, hereinafter “The Client” and the “Cosmos Network” together the “Cosmos Project”). For more information on the Cosmos Network please read the respective whitepaper (“The Whitepaper”): <https://cosmos.network/whitepaper>.
3. When INTERCHAIN judges that The Client has been sufficiently developed to allow the Cosmos Project to be launched, INTERCHAIN will issue a public announcement and the corresponding release software (“Genesis Block Release Software”), recommending what initial state it should have (“Genesis State”). The Genesis State will include allocations of ATOM that are essential for the Cosmos Network to operate. The recommended allocations of ATOM will reflect early contributions made for the development of the network, and Contributions made to support INTERCHAIN. However, since the Cosmos Network will be operated by an independent community of participants around the world using The Client, the community has discretion to adopt or not to adopt the recommendation. Therefore, INTERCHAIN cannot guarantee to any party that they will have an initial allocation of ATOM, because this depends upon the discretion of the community. **The Contributor understands and accepts that INTERCHAIN cannot guarantee that Contributors shall have any allocation of ATOM when the Cosmos Network is created by the community after deployment of the Client.**
4. The Contributor understands and accepts that while the individuals and entities, including involved entities assigned to this task, will make reasonable efforts to develop and complete the Cosmos Project, **it is possible that such development may fail and that the Cosmos Project and/or any ATOM will not be created, become useless and/or valueless due to technical, commercial, regulatory or any other reasons** (see also Chapter 7 regarding Risks).
5. The Contributor is also aware of the risk that even if all or parts of the Cosmos Project are successfully developed and released in full or in parts, due to a lack of public interest, the Cosmos Project could be fully or partially abandoned, remain commercially unsuccessful, or shut down for lack of interest or other reasons. **The Contributor therefore understands and accepts that the Contribution to INTERCHAIN, and/or the allocation, use and ownership of ATOM, carries significant financial, regulatory and/or reputational risks (including the complete loss of value (if any) of ATOM and attributed features).**
6. By contributing ether (“ETH”) to INTERCHAIN, the Contributor expressly agrees to all of the terms and conditions set forth in the Ethereum smart contract, existing on the

Ethereum blockchain at the address as communicated by INTERCHAIN on its website prior to the start of the contribution period and in this document (together the “Terms”). The Contributor further confirms to have carefully reviewed the Terms and fully understands the risks and costs of making a Contribution to INTERCHAIN for the development of the Cosmos Project. Finally, the Contributor agrees to the Cosmos constitution (“Cosmos Constitution”), specifying the basic principles of the governance and culture of the Cosmos Network, and recognizes that the evolution of the Cosmos Constitution will be determined by community and could evolve in unpredictable directions.

7. The Contributor also understands and accepts that - as the Contribution of ETH is smart contract based - the functions, terms and conditions applicable thereon are set forth in the smart contract at the address stated in paragraph 6 herein (“ETH Fundraising Smart Contract”). To the extent the terms contained herein or in any other document or communication contradict to the ones set forth in the ETH Fundraising Smart Contract, the terms of the ETH Fundraising Smart Contract prevail. Furthermore, no other document or communication may modify or add any additional obligations or covenants to INTERCHAIN beyond those set forth in the ETH Fundraising Smart Contract or in this document.
8. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a blockchain-based crowdfunding campaign and of the plans regarding the implementation of the Cosmos Project.
9. By donating to INTERCHAIN, and/or by receiving, using and holding ATOM, no form of partnership, joint venture or any similar relationship between the Contributors, INTERCHAIN and/or other individuals or entities involved with the Cosmos Project is created.

## **2. Representations and Warranties of Contributor**

10. The Contributor understands and accepts that ATOM do not represent or constitute any ownership right or stake, share or security or equivalent right in or relating to INTERCHAIN, The Client, the Cosmos Network and/or any software, any public or private company, corporation, entity or property.
11. By donating to INTERCHAIN, and/or by receiving, using and holding of ATOM, the Contributor represents and warrants that:
  - a. the Contributor understands and expressly accepts that due to legal uncertainties and complexity of US financial regulations, INTERCHAIN will not accept any risk associated with any Contributions of US persons by residency or citizenship;
  - b. the Contributor hereby accepts any and all risks, costs and damages associated with Contributions from any US entity or US entity related in any way to the Contributor;
  - c. the Contributor has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and ether (ETH), and blockchain-based software systems;

- d. User has carefully reviewed the code of the Contribution Software including the ETH Fundraising Smart Contract located on the Ethereum blockchain at the addresses set forth under paragraph 6 herein and fully understands and accepts the functions implemented therein;
- e. the Contributor understands and accepts that any Validator (as defined under paragraph 31) may be inactivated, unbonded, and even penalized i.e. that the Contributor may in any scenario not be able to access his ATOM for a certain time, may not earn inflationary rewards and/or transaction fees, and may even lose their ATOM. The Contributor further understands and accepts that the same applies to the Delegators (as defined under paragraph 31) who have delegated their ATOM to such Validators.
- f. the Contributor understands and accepts that Validators must run the sanctioned consensus protocol without modification. Otherwise, they risk losing some or all of their ATOM. Running the Cosmos sanctioned consensus protocol requires expert ability to run secure servers and taking extraordinary measures to prevent hacking. The Contributors therefore acknowledge and accept, that while being Delegators, they must choose their Validator carefully in order not to lose their ATOM due the failure of the Validator.
- g. the Contributor is legally permitted to receive and hold and make use of ATOM in the Contributor's jurisdiction;
- h. the Contributor is legally permitted to receive software and contribute to INTERCHAIN;
- i. the Contributor is of a sufficient age to legally obtain ATOM;
- j. User will follow precisely the instructions regarding the Contribution as published on <https://cosmos.network>. Failure to assure this may have the result that User will not gain access to his ATOM.
- k. the Contributor will take sole responsibility for any restrictions and risks associated with the receiving and holding of ATOM;
- l. the Contributor is not contributing to INTERCHAIN to obtain ATOM for the purpose of speculative investment and intends to use ATOM to participate in network governance, transaction validation and other activities including connecting additional networks;
- m. the Contributor is not obtaining or using ATOM for any illegal purposes;
- n. the Contributor waives the right to participate in a class action lawsuit or a class-wide arbitration against any entity or individual involved with the Contribution to INTERCHAIN, with the allocation of ATOM and with the operation of the Cosmos Network;
- o. the Contributor understands the Contribution to INTERCHAIN and the allocation of ATOM do not involve the purchase of shares or any equivalent in any

existing or future public or private company, corporation or other entity in any jurisdiction;

- p. the Contributor understands and expressly accepts that there is no warranty whatsoever on ATOM and/or the success of the Cosmos Project, expressed or implied, to the extent permitted by law, and that ATOM is created and obtained at the sole risk of the Contributor on an “as is” and “under development” basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;
- q. the Contributor understands that Contributor has no right against any other party to request any refund of Contributions made to INTERCHAIN;
- r. the Contributor understands that with regard to ATOM no market liquidity may be guaranteed and that the value of ATOM over time (if any) may experience extreme volatility or depreciate in full;
- s. the Contributor understands that the Contributor bears the sole responsibility to determine if the Contribution to INTERCHAIN, the allocation, use or ownership of ATOM, the potential appreciation or depreciation in the value of ATOM over time (if any), the sale and purchase of ATOM and/or any other action or transaction related to the Cosmos Project have tax implications; by contributing to INTERCHAIN, and/or by receiving, using or holding ATOM, and to the extent permitted by law, the Contributor agrees not to hold any associated party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the Contribution to INTERCHAIN, the allocation, use or ownership of ATOM or any other action or transaction related to the Cosmos Project.
- t. the Contributor is contributing in his own name and on its own account and not on behalf of any other person or with BTC or ETH of a third party;

### **3. Cosmos Network Contribution Procedure**

#### **3.1. Qualification**

- 12. Any Contribution made to INTERCHAIN during the Contribution Period as described below is qualified as a non-refundable donation.
- 13. Contributions can be made using ether (ETH) or bitcoin (BTC).
- 14. The BTC equivalent for any Contributions of ETH shall be calculated using the exchange rates as provided by CoinMarketCap or equivalent service chosen by INTERCHAIN and submitted to the ETH Fundraising Smart Contract before the time of the individual Contribution. The exchange rates used will be updated approx. once per day at the discretion of INTERCHAIN.
- 15. For the purpose of determining when to terminate the Contribution Period and to measure the maximum Contribution per one individual, INTERCHAIN will use the most re-

cent BTC/USD and ETH/USD exchange rate as provided by CoinMarketCap or equivalent service chosen by INTERCHAIN applied to the total BTC and ETH contributions already received.

### **3.2. Contribution Period**

16. The contribution period starts on April 6th, 2017 6am PDT and will be terminated as specified hereinafter ("Contribution Period"):

- a. During the first six hours of the Contribution Period, no maximum for the total amount of Contributions exists. However, INTERCHAIN may, at its own discretion, terminate the Contribution Period at any time during the first six hours of the Contribution Period.
- b. If less than USD 10,000,000 will be raised during the first six hours of the Contribution Period, the Contribution Period will continue and INTERCHAIN will use reasonable efforts to terminate the Contribution Period as soon as USD 10'000'000 have been reached.
- c. If the Contribution Period has not been terminated earlier as per paragraph 16a or 16b above, the Contribution will automatically end two weeks after the start of the Contribution Period.

17. Contributions in ETH or BTC must be made by using the contribution software ("Contribution Software") provided by INTERCHAIN. Any ETH or BTC Contribution to INTERCHAIN without using the Contribution Software may not lead to a recommendation for ATOM allocation as set forth below (see section 4).

18. The Contribution Software will create a special wallet for BTC, which is under the control of the Contributor and into which the Contributor transfers the BTC he intends to contribute ("Contribution Wallet"). The Contribution Software will also create a 12-word seed, from which the Cosmos key pair will be derived ("Cosmos Address"). After an additional confirmation by the Contributor, the Contribution will be transferred to INTERCHAIN by the Contributor. At the same time the information regarding the source, amount, and Cosmos Address of the Contribution will be recorded on the Bitcoin blockchain (see paragraph 22). The Contributor will need to securely store the seed to prevent the risk of losing their atoms.

19. Contributions of ETH will be made directly by the Contributor to the address as defined in paragraph 6. Furthermore, the Contribution Software creates a Contribution Wallet, which is under the control of the Contributor and will be created for the extraordinary event, that the ETH have to be refunded. The Contribution Software will also create a 12-word seed, from which the Cosmos key pair will be derived. The information regarding the source, amount, and Cosmos Address of the Contribution will be recorded on the Ethereum blockchain (see paragraph 22). The Contributor will need to securely store the seed to prevent the risk of losing their atoms.

20. The maximum contribution amount per Contributor will be the BTC equivalent of USD 1,000,000.00 (one million US dollars) calculated using the time-averaged price provided

by CoinMarketCap or equivalent service chosen by INTERCHAIN at approx. the **time of the start of the Contribution Period**.

21. The minimal Contribution amount per User will be the amount of ETH and/or BTC equivalent of USD 10.00 (ten US dollars) ("Minimal Contribution") calculated using the time-averaged price provided by CoinMarketCap or equivalent service chosen by INTERCHAIN at approx. the **time of the start of the Contribution Period**. If a User makes a contribution of less than the Minimal Contribution, it will still be counted as a Contribution and no refund is possible. However, there will be no recommendation for ATOM allocation as set forth below (see section 4).

### 3.5. Contribution Information

22. Contributions made to INTERCHAIN during the Contribution Period are being recorded in the outputs of transactions to the exodus address (BTC Contributions) or within the ETH Fundraising Smart Contract (ETH Contributions) as contribution information ("Contribution Information").
23. Upon a successful Contribution having been made, the Contribution Information will be recorded, reflecting the quantity of ATOMs INTERCHAIN shall propose to allocate to the Contributor in proportion to his Contribution. Such allocation shall be proposed in accordance to the mechanism set forth below (see section 4).
24. For every Contribution of BTC and/or ETH, as recorded by the Contribution Information, Interchain will recommend the allocation of ATOM in the Genesis Block Release Software as follows:
  - If Contributor contributes BTC, the allocation of one (1) ATOM will be recommended for a Contribution in the equivalent amount of BTC of approx. USD 0.1, calculated using the time-averaged price provided by CoinMarketCap or equivalent service chosen by INTERCHAIN at approx. the **time of the start of the Contribution Period** ("Fixed ATOM Recommendation Rate").
  - If Contributor contributes ETH, the allocation of one (1) ATOM will be recommended for a Contribution in the amount of ETH representing the Fixed ATOM Recommendation Rate (in BTC). Thereby, the ETH/BTC ratio will be calculated using the time-averaged price provided by CoinMarketCap or equivalent service chosen by INTERCHAIN at approx. the time of the individual Contribution (the exchange rates used will be updated **on the ETH Fundraising Smart Contract approx. once per day at the discretion of INTERCHAIN**). Consequently, there would be more ATOM recommended for later ETH contributors if the value of ETH against BTC would rise throughout the Contribution Period.
25. There will be a bonus regarding the recommendation of INTERCHAIN for the allocation of ATOMs to strategic contributors ("Strategic Contributors") and early contributors ("Early Contributors") in the Genesis Block Release Software, who commit to contribute to INTERCHAIN before the Contribution Period. Strategic Contributors and Early Contributors will receive a discount of 15% ~ 25%. A discount of 25% results in one ATOM recommended per an initial equivalent of USD 0.075. A discount of 15% results in one ATOM recommended per an initial equivalent of USD 0.085.

## **5. Cosmos Network Project Execution**

26. It remains at INTERCHAIN's sole discretion to decide how to allocate the Contributions received in order to develop and execute the Cosmos Project.
27. The Contributor understands and accepts that he has no influence on the governance and decisions of INTERCHAIN.
28. INTERCHAIN has the right to engage subcontractors to perform the entire or partial development and execution of the Cosmos Project.
29. The Contributor understands and accepts that developing and creating the Cosmos Project requires substantial research and development effort. It is possible that substantial conceptual, commercial or technical changes could be made during that process. The Contributor further understands and accepts, that the level of development of the Cosmos Project depends on the amount of Contributions received, and the amount of software and community support.

## **4. ATOM Allocation Proposal**

30. Operation of the Cosmos Network involves transferable cryptographic blockchain-based digital information units called ATOM. ATOM allows the holder (if bonded (deposited) by a Validator or delegated to a Validator) to deploy and run software code, receive transaction fees, vote on network governance issues and act as Validator (see paragraph 31) in the network.
31. 100 ATOM holders may become validators ("Validators") as a result of a long-running delegation process as set forth in The Whitepaper (which does not form an integral part of the Terms and contains only descriptive information). The Validators have to validate the blockchain transactions within the Cosmos Network. Inactive Validators will be inactivated and eventually unbonded (i.e. that the Contributor may in such scenario not be able to access his ATOM for a certain time and will not earn inflationary rewards and/or transaction fees). The rest of the ATOM holders ("Delegators") may participate in the governance of the Cosmos Network and delegate their ATOM to Validators. They follow the position of the chosen Validator, therefore they shall carry out their choice carefully and diversify their delegations.
32. When INTERCHAIN judges in its sole discretion both that The Client is sufficiently developed to launch the Cosmos Network and that it is an appropriate time to launch the Cosmos Network, it will issue the Genesis Block Release Software, whose output recommends how the Genesis State should be. In the Genesis State and the Genesis Block Release Software, it shall recommend the allocations of ATOM as set forth below.
33. It remains in the community's discretion to adopt or not to adopt the Genesis State that INTERCHAIN recommends within the Genesis Block Release Software. INTERCHAIN cannot guarantee to Contributors that they shall have any allocation and/or creation of ATOM as set forth in these terms.
34. INTERCHAIN shall recommend in the Genesis Block Release Software the allocations of ATOM according to the principles set forth below and under Section 3.5 above:

- **Pool A:** 75% of the total ATOM amount of the Genesis State shall be allocated to Contributors who made Contributions to INTERCHAIN during the Contribution Period (including Strategic Contributors and Early Contributors).
- For Pool A, INTERCHAIN will recommend ATOM to be created and allocated to the Contributors in accordance to their respective Contributions according to the recorded Contribution Information and reflecting the discounts for Strategic Contributors and Early Contributors as further specified under paragraph 25.
- **Pool B:** 5% of the total ATOM amount allocated by the Genesis State shall be allocated to seed contributors, who contributed during the seed stage of the project (prior Contribution Period, "Seed Contributors").
- **Pool C:** 10% of the Total ATOM Amount allocated by the Genesis State shall be allocated to All in Bits Inc. (Delaware, USA), which has supported the Cosmos Project in an early stage via the development of the Tendermint open-source project. This ATOM allocation will be allocated over a period of 2 years.
- **Pool D:** 10% of the Total ATOM Amount allocated by the Genesis State shall be allocated to INTERCHAIN. These ATOM will be used at the complete discretion of INTERCHAIN for the development and maintenance of the Cosmos Project, for supporting research efforts relevant to the Cosmos Project, for facilitating community events and dialogues and in any other manner deemed beneficial to the success of the Cosmos Project.

35. The Allocation of ATOM will be conducted to Contributors' Cosmos Address.

37. INTERCHAIN shall recommend in the Genesis Block Release Software an inflationary mechanism for ATOM, which adjusts automatically to incentivize at least 50% of ATOM to be bonded in order to incentivize bonding. Such inflationary ATOM will be allocated to the bonded and active ATOM holders (Validators and Delegators) for their work in validating and securing the ledger. Contributors understand and agree that they will not receive such ATOM if inactive or unbonded. The inflation rate could be changed if during the development a different algorithm is found to be more beneficial. Once the Cosmos Network is active, stakeholders could modify the inflation rate through on-chain governance.

## 6. Audit of the Contribution Software and other Software involved

38. The Contribution Software, the ETH Fundraising Smart Contract and all other software involved in the contribution process and the allocation of ATOM has been, on a reasonable effort basis, audited and approved by technical experts with regard to its functionality. The technical experts have further confirmed that the Contribution Software, the ETH Fundraising Smart Contract and all other software involved in the contribution process and the allocation of ATOM has, with regard to both accuracy and security, been programmed according to the current state of the art.

39. However, the Contributor understands and accepts that the used software and technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational



risks. Accordingly, while the audit conducted raises the level of security and accuracy, the Contributor understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Contribution Software, the ETH Fundraising Smart Contract and all other software involved in the contribution process and the allocation of ATOM is fit for a particular purpose or does not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of BTC, ETH and/or ATOM.

## 7. Risks

39. The Contributor understands and accepts the risks in connection with the Contribution to INTERCHAIN, and/or with the allocation, use and ownership of ATOM, as exemplary set forth above and hereinafter. In particular, but not concluding, the Contributor understands the inherent risks listed hereinafter:

- **Risk of software weaknesses:** The Contributor understands and accepts that the Smart Contract System concept, the underlying software application and software platform, the Cosmos Network, The Client, the Contribution Software, the ETH Fundraising Smart Contract, the storage software for the Contribution Information and other involved software and technology and technical concepts and theories are still in an early development stage and unproven, why there is no warranty that the process for receiving, use and ownership of ATOM will be uninterrupted or error-free and why there is an inherent risk that the software and related technologies and theories could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ATOM.
- **Regulatory risk:** The Contributor understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current set-up of the contribution process and which may, inter alia, result in substantial modifications of the Cosmos Network, including its termination and the loss of ATOM for the Contributor. Further, the Contributor accepts and bears risks with respect to US regulations that may regulate Contribution and/or potential custody of ATOMs.
- **Risk of abandonment / lack of success:** The Contributor understands and accepts that the allocation of the ATOM and the development of the Cosmos Project may be abandoned for a number of reasons, including lack of interest from industry and/or the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Contributor therefore understands that there is no assurance that, even if the Cosmos Project is partially or fully developed and launched, the Contributor will receive any functionality through the ATOM held by him.
- **Risk associated with other applications:** The Contributor understands and accepts that the Cosmos Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which ATOM will have no intrinsic value.
- **Risk of loss of private key:** ATOM may only be accessed using a private key that corresponds to the Cosmos Address at which it is stored. Contributor understands and accepts that if his private key, or the “seed” used to create his address and cor-

responding private key got lost or stolen, the obtained ATOM associated with the Contributor's address will be unrecoverable and will be permanently lost.

- **Risk of theft:** The Contributor understands and accepts that the underlying software application and software platform, the Cosmos Network, The Client, the Contribution Software, the ETH Fundraising Smart Contract, the storage software for the Contribution Information, other involved software, other technology components and/or platforms may be exposed to attacks by hackers or other individuals that could result in theft or loss of ATOM, or the theft or loss of Contributions, impacting the ability to develop and launch the Cosmos Network.
- **Risk of blockchain consensus attacks:** The Contributor understands and accepts that, as with other public blockchain based systems that depend upon independent Validators, the Cosmos Network may be susceptible to consensus attacks including but not limited to double-spend attacks, majority voting power attacks, race condition attacks and censorship attacks. Any successful attacks present a risk to the Cosmos Network, expected proper execution and sequencing of ATOM transactions, and expected proper execution and sequencing of software computations.
- **Risk of governance attacks and failure:** The Contributor understands and accepts that the Cosmos Network uses an in-built decentralized governance system ("Governance System"). For these reasons, it is possible that the Governance System adopts proposals that have an adverse effect on the useful functioning of the Cosmos Network and/or the value of ATOM. If the Governance System is attacked, or becomes controlled either directly or indirectly by some party who makes unwise decisions, or the community generally makes unwise decisions, the value of ATOM held by a Contributor might be greatly reduced or even permanently lost.

## 8. Taxation

40. The Contributor bears the sole responsibility to determine if his Contribution to INTERCHAIN, the allocation, use or ownership of ATOM, the potential appreciation or depreciation in the value of ATOM over time (if any), the sale and purchase of ATOM and/or any other action or transaction related to the Cosmos Project have tax implications for him.
41. By donating to INTERCHAIN, and/or by receiving, using or holding ATOM, and to the extent permitted by law, the Contributor agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the Contribution to INTERCHAIN, the allocation, use or ownership of ATOM or any other action or transaction related to the Cosmos Project.

## 9. No Liability

42. The Contributor acknowledges and agrees that, to the fullest extent permitted by any applicable law, the Contributor will not hold INTERCHAIN, any developers, auditors, contractors or founders and/or the Cosmos Network liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, the Contribution Software, the Contribution Wallet, the ETH Fundraising Smart Contract, the storage software for the Contribution Information, the ATOM or the Cosmos Project under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation,

actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, contractors or founders of the Contribution Software, the Contribution Wallet, the ETH Fundraising Smart Contract the storage software for the Contribution Information, the ATOM or the Cosmos Project shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Contribution Software, the Contribution Wallet, the ETH Fundraising Smart Contract, the storage software for the Contribution Information, the ATOM or the Cosmos Project.

43. The Contributor further specifically acknowledges that developers, auditors, contractors or founders of the Contribution Software, the ETH Fundraising Smart Contract, the Contribution Wallet, the storage software for the Contribution Information, the ATOM or the Cosmos Project are not liable, and the Contributor agrees not to seek to hold them liable, for the conduct of third parties, including other creators of ATOM, and that the risk of creating, holding and using ATOM rests entirely with the Contributor.
44. By receiving, holding or using ATOM, and to the extent permitted by law, the Contributor agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the allocation, ownership or use of ATOM or any other action or transaction related to the Cosmos Project.

## **10. Miscellaneous**

45. The Contributor agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.
46. The Contribution Software and The Client will be deployed in Alderney. Consequently, the contribution procedure, and the ATOM creation and allocation are considered to be executed in Alderney.
47. The Terms govern the Contributions to INTERCHAIN, and the allocation, use and ownership of ATOM and supersede any public statements about the launch of Cosmos Project and/or the ATOM made by anyone in the past, present and future.
48. The applicable law is Swiss law. Any dispute arising out of or in connection with the creation of the ATOM and the development and execution of the Cosmos Project shall be finally settled by the ordinary courts of the registered domicile of the defendant.