

VYRAL GENERAL TERMS AND CONDITIONS for users acquiring SHARE Tokens

November 2017

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VYRAL RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. ALL USERS SHOULD REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO ANY AND ALL MODIFICATIONS.

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

VYRAL DOES IN NOT WAY PROVIDE EXCHANGE OF SHARE CRYPTOGRAPHIC TOKENS FOR FIAT CURRENCY. VYRAL ALSO DOES NOT PROVIDE CUSTODIAL OR WALLET SERVICES FOR THE TOKENS.

ANY PERSON OR ENTITY, INCLUDING ANYONE ACTING ON

ITS BEHALF, BEING BASED, DOMICILED, LOCATED OR INCORPORATED IN THE UNITED STATES OF AMERICA AND ANY OF ITS LANDS, CANADA, ENGLAND, CHINA, THE REPUBLIC OF KOREA OR IN THE REPUBLIC OF SEYCHELLES, SHALL NOT USE THE WEBSITE OR SHARE TOKENS AND SHALL LEAVE THIS WEBSITE IMMEDIATELY.

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

BY USING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY LAW, YOU WILL HOLD VYRAL AND ANY PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, AGENTS, AND REPRESENTATIVES THEREOF HARMLESS FOR ANY SUCH LOSS OR DAMAGES.

1. TERMS

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

- . (a) **“SHARE”** means Vyrat Network Token as set out in paragraph 2.3.
- . (b) **“Vyrat IP”** has the meaning, set out in paragraph 12.1.
- . (c) **“Digital Asset”** are tokens, available in particular public blockchain network, in this case Ether.
- . (d) **“ETH”** or **“Ether”** shall mean value token of the Ethereum

blockchain called “ether”.

- . (e) **“Ethereum”** shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- . (f) **“European Economic Area”** or **“EEA”** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- . (g) **“Founders”** shall have the meaning, set out in paragraph 4.3.
- . (h) **“Maximum Threshold”** has the meaning, set out in paragraph 4.4
- . (i) **“Minimum Threshold”** has the meaning, set out in paragraph 4.4
- . (j) **“Platform”** shall have the meaning, set out in paragraph 2.1.
- . (k) **“Project”** shall have the meaning, set out in section 2.
- . (l) **“Restricted Areas”** shall have the meaning, set out in paragraph 6.1.
- . (m) **“Terms”** means these General Terms and Conditions.
- . (n) **“Third-party Wallet”** is a solution, enabling users to store their Digital Assets and SHAREs.
- . (o) **“Total SHARE Number”** shall have the meaning, set out in paragraph 4.2.
- . (p) “User,” “You”, or “Your” shall mean You, any entity that You represent, or any agent or affiliate thereof.
- . (p) **“VAT”** means value added tax of relevant jurisdiction, if applicable.
- . (q) **“Website”** shall mean <https://Vyril.network>.

2. THE PROJECT

- . 2.1. The aim of Vyrat is to develop and deploy a Referral Blockchain Technology as a Service and Platform (“**Platform**”).
- . 2.2. Vyrat Platform integral element shall be the Vyrat Network Token (“**SHARE**”) and its purpose is:
 - . (a) distribution of SHAREs in accordance with the terms set out herein will enable Vyrat to secure sufficient resources for the development and deployment of the Platform,
 - . (b) SHARE act as utility tokens facilitating open participation and coordination on the Platform,
 - . (c) SHAREs can be used to use the Platform,
- . 2.3. The Project does not encompass and Vyrat is not provider of:
 - . (a) exchange services between virtual currencies and fiat currencies,
 - . (b) wallet or custodial services of credentials necessary to access virtual currencies.
- . 2.4. Users understand and accept that the Project is currently in alpha development phase and that it still requires substantial development work. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Platform, user understands and accepts that an upgrade of Platform and/ or SHARE tokens may be required (hard-fork of SHARE or conversion of SHARE into a new token). User hereby acknowledges and accepts that, should User decides not to participate in any such upgrades, User may no longer use User’s SHAREs and that non-upgraded SHAREs may lose their functionality in full.

3. SHARE STRUCTURE AND PERTAINING HOLDERS’ RIGHTS

- . 3.1. SHARE will be ERC-20 standard Ethereum token.

- . 3.2. SHARE token smart contract address will be published in due time prior to SHARE distribution.
- . 3.3. SHARE carries no rights, express or implied, other than those, set out herein..
- . 3.4 SHARES do not entitle the holder to any influence in the development or governance of Vyrall whatsoever.
- . 3.5 **SHAREs do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Vyrall.**
- . 3.6 **SHAREs do not entitle Users to any return on investment.**
- . 3.7 **SHAREs do not entitle Users to any profit or passive income from ownership of the Shares.**
- . 3.8. The functionality of the SHARE token is as set forth in Section 2.2.
- . 3.9. SHARE tokens are designed to be exchangeable on cryptographic token exchanges. Vyrall gives no warranties that SHARE tokens will be exchangeable or that SHARE tokens will be accepted by exchanges, and User hereby acknowledges and agrees that User has received no agreement, promise, or guarantee of any such future exchange.

4. VYRAL TOKEN (SHARE) DISTRIBUTION

- . 4.1. Contributions, given to Vyrall in exchange for SHARES shall be considered as financial contributions. Contributions can only be done in Digital Assets. Failure to follow the instructions on the Website may limit, delay, or prevent a User from donating. Users understand and accept that they make a contribution into a smart contract system on Ethereum and receive SHARES in exchange.

- . 4.2. There will be in total a maximum of 777,777,777 SHARE tokens available (***“Total Token Supply Number”***). Vyrall shall not create additional SHARE tokens at any time after the initial token creation.
- . 4.3. SHARE tokens shall be distributed in the following manner:
 - . (a) 555,555,555 SHARE shall be distributed in accordance with paragraph 4.4 with up to 25,000,000 distributed to Early Contributors,
 - . (b) 111,111,111 SHARE shall be reserved for future use by Vyrall,
 - . (c) 111,111,111 SHARE shall belong to the members of the Vyrall team or advisors (**“Founders”**).
- . 4.4. Distribution of tokens, defined in paragraph 4.3(a) shall be conducted in the following manner:
 - . (a) Distribution shall start on December 2nd, 2017 and shall run until a maximum date of March 1, 2018.
 - . (b) Distribution shall be automatically effected by a smart contract, deployed to Ethereum public blockchain,
 - . (c) Users shall send their Digital Assets to the smart contract address,
 - . (d) In order for the distribution in accordance with 4.3(a) to be successful, at least 1000 ETH have to be paid in due time in accordance with the terms set out herein (**“Minimum Threshold”**).
 - . (e) Intentionally deleted.
 - . (f) Vyrall shall in no case accept Digital Assets in an amount higher than 47,777 ETH (**“Maximum Threshold”**).
 - . (g) When

- . (i) March 1, 2018; or
- . (ii) Maximum Threshold has been achieved,
- . whichever occurs first, the distribution shall be stopped and tokens shall be sent to each participating user's wallet address. SHARE tokens are distributed to participating users in a way that each contributor receives an allocation proportional to the amount they contribute relative to the total amount contributed.
- . (h) If the time of the offering, defined in paragraph 4.4(a) above, is over and Minimum Threshold has not been achieved, the Digital Assets, paid into the smart contract, will be returned to the contributors within 14 business SHAREs.
- . 4.5. Vyrat reserves a right to change the dates, set out in the previous paragraph 4.4, at its sole discretion, at any time due to technical or organisational reasons. Any such changes will be published on the Website, and continued use of the Website shall constitute agreement to any such changes.
- . 4.6. Tokens, distributed to the Founders and advisors in accordance with paragraph 4.3(c) shall be vested to the recipients with 1/3 of the tokens vested after 6 months, 1/3 of the tokens vested after 12 months and 1/3 of the tokens vested after 18 months from the end of the distribution.
- . 4.7. Tokens, distributed to early contributors in accordance with paragraph 4.3(a) shall have no vesting. This type of distribution only applies to distribution of SHARE tokens prior to the distribution in accordance with paragraph 4.3(a), whereas the Founders have the discretion to decide on:
 - . (a) Whether to execute such a distribution or not,
 - . (b) The terms of such distribution, including but not limited to who

early contributors may be and within what time they need to contribute their Digital Assets.

- . 4.8. All SHARE purchases starting on December 2, 2017 shall be publicly accessible via the Ethereum blockchain browser like etherscan.io or similar
- . 4.9. SHARE distribution will be offered only through the Website. No third-party website or different provider is allowed or has been in any way supported, engaged, authorized or endorsed by Vyrat and have no relationship in any way with Vyrat. The only official and authorised website and SHARE token distribution provider is the Website. You must ensure that the URL of Your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct. Vyrat may partner with third party service provider to enable easier acquisition of SHAREs with digital assets other than Ether.
- . 4.10. Save for the provision of paragraph 4.4(h), all contributions to Vyrat in exchange for SHARE tokens are final and non-refundable. By participating in the SHARE token distribution, You acknowledge that Vyrat is not required to provide a refund for any reason, and that You will not receive money or other compensation in lieu of a refund.
- . 4.11. The SHARE is not a consumer product. User hereby acknowledges and agrees that that the SHAREs are not covered by the consumer protection regulation of any jurisdiction.
- . 4.12. Vyrat reserves a right to an emergency stop functionality to stop the distribution process. Use of this functionality shall be at the sole discretion of Vyrat, and shall be used in situations such as, but not limited to: i) serious security issue detected, ii) serious network performance issue, depriving all users of equal treatment, iii) any type of material attack on the SHAREs, the Platform, Website or Ethereum network.

- . 4.13. Users, wishing to participate in the token distribution, will be obliged to send their Digital Assets for acquisition of SHAREs from an Ethereum address wallet, for which they control the private key, whereas such address shall not belong to a Digital Assets exchange. Users will receive their SHAREs to the same address, from where they sent the Digital Assets.
- . 4.14. The funds raised from the SHARE distribution will belong to Vyrat.
- . 4.15. Title to, and risk of loss of, SHARE tokens, delivered by smart contract to the users from Vyrat, passes to the users in Hong Kong.

5. RISKS

- . 5.1. You understand that Digital Assets, SHARE, blockchain technology, Ethereum, Ether and other associated and related technologies are new, untested and outside of Vyrat's exclusive control. Adverse changes in market forces or the technology, broadly construed, will excuse Vyrat's performance under this agreement.
- . 5.2. In addition to the above, You also acknowledge that You have been warned of the following risks, associated with the Website, the Digital Assets, the SHAREs, the Platform and other relevant technologies mentioned herein.
 - . (a) **Legal risks regarding securities regulations** There is a risk that in some jurisdictions the SHAREs and other Digital Assets may be deemed a security by relevant regulatory bodies, Vyrat does not give warranties or guarantees that SHARE tokens will not be deemed security in all jurisdictions. Each user of SHARE tokens shall bear its own legal or financial consequences of SHARE tokens being considered a security in their respective jurisdiction, and shall bear the sole costs of any damages resulting from that or any other risk associated

regulatory enforcement action. It is the sole and exclusive responsibility of the User to determine whether acquisition and disposal of SHARE tokens is legal in any given jurisdiction. By accepting these Terms, the User hereby agrees that User shall not use, store, exchange, or in any other way treat SHARE tokens in a manner which violates the laws and regulations of a relevant jurisdiction. If a user determines that the use of SHARE under these Terms is not legal in a relevant jurisdiction, USER should discontinue use of the SHAREs until such time as use of the SHAREs no longer constitutes a violation. USER acknowledges and agrees that cryptographic token possession and exchange is currently under scrutiny by regulatory bodies around the world. The legal ability of Vyrat to provide SHARE tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. Vyrat is not responsible for, and USER shall bear any and all cost resulting from, any such regulatory action.

(b) **Risks associated with Ethereum** SHARE tokens are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the SHARE tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum, may itself lose value, which in turn may effect the value of SHARE tokens. More information about the Ethereum is available at [http:// www.ethereum.org](http://www.ethereum.org)

(c) **Risk of unfavourable regulatory action in one or more jurisdictions** Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and SHARE tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to

restrictions on the use or possession of digital tokens like SHARE tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

- . (d) **Risk of theft and hacking** Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of SHARE tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.
- . (e) **Risk of security weaknesses in the Website and SHARE tokens source code or any associated software and/or infrastructure** There is a risk that the Website and SHARE tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of SHARE tokens.
- . (f) **Risk of weaknesses or exploitable breakthroughs in the field of cryptography** Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, SHARE tokens, the Platform, which could result in the theft or loss of SHARE tokens.
- . (g) **Risk of mining attacks** As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the SHARE tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “*selfish-mining*” attacks, and race condition attacks. Any successful attacks present a risk to the SHARE tokens, expected proper execution and sequencing of SHARE tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Vyrat and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the SHARE

tokens interact with and consequently the SHARE tokens may be impacted also in that way to the extent, described above.

- . (h) **Risk of low or no liquidity** Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/ or guarantees given that SHARE tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly- understood regulatory oversight, and Vyrat does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, Vyrat will not enable exchange of SHARE tokens for other cryptographic tokens or for fiat currency. User may not at any given time be able to acquire or dispose of its SHARE tokens due to lack of liquidity.
- . (i) **Risk of loss of value** Value of SHARE tokens may fluctuate and their users might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the SHARE tokens.
- . (j) **Risk of uninsured losses** SHARE tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.
- . (k) **Risk of malfunction in the Ethereum network or any other blockchain** It is possible that the Ethereum network or any other network, to which the SHARE tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of SHARE tokens
- . (l) **Internet transmission risks** You acknowledge that there are risks associated with using the SHARE tokens including, but not limited to, the failure of hardware, software, and Internet

connections. You acknowledge that Vyrall shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and SHARE tokens, howsoever caused.

- . (m) **Unanticipated risks** Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Vyrall cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.
- . (n) **Insufficient interest in Vyrall, the Platform and SHARE tokens** It is possible that Vyrall, SHARE or Platform will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.
- . (o) **SHARE and the Platform development** The Platform is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Platform and SHARE tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of SHARE.
- . (p) **The Platform may never be completed or released** The Platform, described in section 2, may never be released and operational.
- . (q) **Risks related to partnering projects** Vyrall is partnering with a number of other existing projects to integrate their solutions and technology into the Platform (in addition to Ethereum). Unexpected negative events, such as slower development, technological issues and challenges, bugs may occur within such projects and consequently Vyrall may not be able to meet its undertakings, or will meet its goals at a later

stage, or will functionality of the Platform be interrupted. Vyrat cannot be held liable for any events arising out of its partners' misrepresentation, lack of ability to deliver or change of their development plans.

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

6. ELIGIBILITY

- . 6.1. The Website, the Platform and SHARE tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in the following countries: the United States of America and any of its lands, Canada, England, China, The Republic of Korea, The Republic of Seychelles or countries listed on OFAC sanctions lists (**"Restricted Areas"**).
- . 6.2. Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website, the Platform and SHARE tokens.
- . 6.3. Vyrat reserves its right to decide at its sole discretion to adopt reasonable measures to assure that SHARE tokens are not available to persons from paragraph 6.1. Due to the SHARE tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) Vyrat and users understand that there is a possibility that there might be a

certain “*flow back*” of SHARE tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. Vyrat consequently explicitly prohibits persons from paragraph 6.1 from using the SHARE tokens. Vyrat shall not be held liable for any legal or monetary consequence arising of such use. Such persons using SHARE tokens despite the prohibition shall on first request indemnify and hold harmless Vyrat from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 6.3. Any person, matching the criteria from paragraph 6.1, shall immediately stop using SHARE tokens and leave the Website.

. 6.4. If You are registering to use the Platform on behalf of a legal entity, You represent and warrant that

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

6.5. You further represent and warrant that You:

- . (a) are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
- . (b) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which You are a party;
- . (c) are not located in, under the control of, or a national or resident of any Restricted Areas;
- . (d) have not been placed on any sanctions lists published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);

- . (e) will not use the SHARE tokens if any applicable laws in jurisdiction of Your habitual residence or incorporations prohibit You from doing so in accordance with these Terms;
- . (f) have a substantial understanding of and experience with the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software;
- . (g) have carefully reviewed the content of this document and have understood and agreed with these Terms,
- . (h) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the SHARE token;
- . (i) have read and understood these Terms completely;
- . (j) were given and have obtained sufficient information about the SHARE tokens to make an informed decision to acquire them;
- . (k) have read and understood Section 3 of these Terms in its entirety, and understand that the SHARE tokens confer only the right to use and access the Platform, as set out in paragraph 2.3, and confer no other rights of any form with respect to the Platform or Vyril, such as voting rights, a right to any dividend or other distribution or other financial or legal rights;
- . (l) are acquiring SHARE Tokens to access the Platform and to support Vyril; and that You are not acquiring SHARE tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes; and
- . (m) purchase SHARE tokens in compliance with applicable law and regulation in all relevant jurisdictions, including, but not limited to, (i) legal capacity and any other threshold requirements in all relevant jurisdictions for purchasing the Tokens, using the Tokens in the Platform, and entering into contracts with Vyril, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

7. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

- . 7.1. Vyrat is closely following changes to legislation in relevant jurisdictions and shall take reasonable steps to maintain regulatory compliance if any legal or regulatory changes impact operations of SHARE tokens or the Platform. Vyrat is not a financial institution. Vyrat does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice.
- . 7.2. These Terms or any associated document produced by Vyrat, including the Website and any content thereon, do not constitute an offer or solicitation to sell shares or securities.
- . 7.3. None of the information or analyses presented are intended to form the basis for any investment decision, nothing contained in any Vyrat document or communication constitutes a specific investment recommendations, and Vyrat services and the Website are not, do not offer and shall not be construed as investment or financial products.
- . 7.4. Vyrat undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

8. LIABILITY

- . 8.1. Vyrat, its affiliates and their respective officers, employees or agents shall not be liable to You of for losses or damages of any kind resulting from Your use of the Website or any Vyrat product. User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, SHAREs, the Website, or the Project, and that Vyrat, its affiliates and their respective officers, employees or agents,

shall not be liable under any cause of action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence), or any indirect, incidental, special, exemplary or consequential damages, including for loss of profit, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, SHAREs, the Website, or the Project. User further specifically acknowledges that Vyrat is not liable for the conduct of third parties, including other users, and that the risk of use rests entirely with You.

- . 8.2. Further, neither Vyrat nor any of its affiliates nor their respective officers, employees or agents will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) Your inability to use the Website, the Platform or SHARE tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by You in connection with this agreement or Your use of or access to the Website, the Platform and SHARE tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with the Website, the Platform and SHARE tokens.
- . 8.3. You waive Your right to demand the return of any cryptographic tokens You exchanged with Vyrat for the purpose of acquiring SHARE tokens, including, without limitation, a demand for specific performance.
- . 8.4. You will defend, indemnify, and hold harmless Vyrat, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses

(including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or Your use of the Website, the Platform and SHARE tokens contrary to these Terms. If Vyrat or any affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, You will also reimburse Vyrat for reasonable attorney fees, as well as Vyrat's employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

- . 8.5. The information, software, products, and services included in or available through the Website and the Platform may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Vyrat and/or its suppliers may make improvements and/or changes to the Website and the Platform at any time. Vyrat makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, the Platform, SHARE tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Platform and SHARE tokens, all such information, software, products, services and related graphics are provided "*as is*" without warranty or condition of any kind. Vyrat hereby disclaims all warranties and conditions with regard to the Website, the Platform, SHARE tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- . 8.6. You warrant to Vyrat that You will not use the Website, the Platform or the SHARE tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform or SHARE tokens in any manner that could damage, disable, overburden, or impair the Platform, SHARE tokens or the

Website.

9. SECURITY

- . 9.1. You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with Your account with the Platform, (ii) private keys required to access any relevant Ethereum address, and (iii) Your username, password and any other login or identifying credentials of the Platform.
- . 9.2. In case You suspect a security breach in any of the abovementioned, You will inform Vyrat immediately at support@vyrat.zendesk.com so Vyrat may take all required and possible measures to secure Your account, the Website, the Platform, SHARE tokens and systems as whole.
- . 9.3. In the event that You are no longer in possession of any device associated with Your account or are not able to provide Your login or identifying credentials to the Platform, we may, in our sole discretion, and only if we are able, grant access to Your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

10. PRIVACY

- . 10.1. As a principle, Vyrat may collect only what we need and will not share Your personal information with any third parties other than our identity verification partner, if it applies. Even within Vyrat, access to Your personal information is limited to a subset of employees who work on compliance and identity verification matters. Vyrat is the only data controller and processor.
- . 10.2. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be

required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of You, government identification cards, or sworn statements.

- . 10.3. Vyrat reserves its right to request documentation, described in paragraph 10.1, prior to activating Your account at any of Vyrat and the Platform services, and any services, available through the Website. Vyrat may refuse You access to the Platform, SHARE tokens and Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by You.
- . 10.4. Vyrat collects information from running the Website and uses information, provided to us by You. When You visit the Website, or use our products, we collect information sent to us by Your computer, mobile phone, or other access device. This information may include Your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as Your browser type, and the pages You accessed on our Website. When You use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from Your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release Your personally-identifying information to any third party without Your consent, except as set forth herein.
- . 10.5. If You create an account at our Website or the Platform we may collect and store the following types of information: Contact information – Your name, address, phone, email and other similar information. Before permitting You to use our Website and acquiring SHARE tokens, we may require You to provide additional information (such as a date of birth, passport number, numbers that You may use or have registered with

Your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify Your identity or address. We may also obtain information about You from third parties such as identity verification services.

- . 10.6. When You access the Website, or use our products or services we (or Google Analytics or similar service provider on our behalf) may place small data files called cookies on Your computer or other device. We use these technologies to recognize You as our user; customize our Website and advertising; measure promotional effectiveness and collect information about Your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- . 10.7. Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.
- . 10.8. We store and process Your personal information on our servers, where our facilities or our service providers are located. We protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.
- . 10.9. We are sometimes required to compare the personal information You provide to third party databases in order to

verify its accuracy and confirm Your identity. This allows us to comply with relevant regulations. We will not sell or rent Your personal information to third parties. We may combine Your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use Your name and email address to provide You with information about products or services that may be of interest to You, but we will not use Your personal information without complying with applicable laws and, where appropriate, obtaining Your consent.

- . 10.10. We reserve our right to share Your personal information with:
 - . (a) Vyrat's banking partners;
 - . (b) companies that Vyrat plans to merge with or be acquired by (should such a combination occur, Vyrat will require that the newly combined entity follow these terms with respect to Your personal information. You will receive prior notice of any change in applicable policy);
 - . (c) Third-party identification services providers for fraud prevention purposes;
 - . (d) law enforcement, government officials, or other third parties when i) Vyrat is compelled to do so by a subpoena, court order, or similar legal procedure; or ii) Vyrat believes in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;
 - . (e) other third parties only with Your prior consent or direction to do so.
- . Vyrat will not provide Your personal information to any

other Vyrat and Platform users without Your consent or direction.

10.11. You may access, review and edit Your personal information at any time by logging in to the Website using Your credentials.

10.12. The data that Vyrat collects from You may be transferred and/or stored globally. It may also be processed by staff operating globally who work for Vyrat or for Vyrat service providers. Staff may be engaged in the fulfilment of Vyrat Services and/or the processing of Your details and the provision of support services. By submitting Your personal data, You agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with these Terms. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in Your country. Vyrat services may, from time to time, contain links to and from the websites of Vyrat partner networks, advertisers, and affiliates (including, but not limited to, websites on which the Vyrat services are advertised). If You follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies. Vyrat does not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before You submit any personal data to these websites or use these services.

11. TAXES

- . 11.1. All Your factual and potential tax obligations are Your exclusive responsibility. Vyrat is in no way bound to compensate You for Your tax obligation. Vyrat does and will not give any advice related to any tax issues whatsoever.

12. INTELLECTUAL PROPERTY

- . 12.1. Vyrat retains all right, title and interest in all of Vyrat's intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Project (hereinafter: "**Vyrat IP**"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any such intellectual property for any reason, except with Vyrat's express, prior, written consent.
- . 12.2. Nothing in these terms is intended or shall be construed as an assignment of intellectual property rights, unless explicitly defined as such.
- . 12.3. You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website, the Platform and the Project and the SHARE tokens strictly in accordance with these Terms. As a condition of Your use of the Website and the SHARE tokens You warrant to Vyrat that You will not use the Website, or the Project or SHARE tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the SHARE tokens in any manner that could damage, disable, overburden, or impair the Website and the Project. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and SHARE tokens. Limitation to the transferability of licence shall not be understood in a way, that the users are not allowed to transfer SHARE tokens to third parties.
- . 12.4. All Vyrat IP is the property of Vyrat and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

- . 12.5. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any Vyrat IP, in whole or in part, found on the Website or associated products and services. Vyrat IP is not for resale. Your use of the Vyrat IP does not entitle You to make any unauthorized use of any Vyrat IP, and in particular You will not delete or alter any proprietary rights or attribution notices in any Vyrat IP. You will use Vyrat IP solely for Your personal use, and will make no other use of Vyrat IP without the express written permission of Vyrat and the copyright owner. You agree that You do not acquire any ownership rights in any Vyrat IP. Vyrat does not grant You any licenses, express or implied, to the intellectual property of Vyrat except as expressly authorized by these Terms.

13. NOTICES

- . 13.1. Vyrat may provide any notice to You under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with Your account. Notices Vyrat provides by posting on the Website will be effective upon posting and notices provided by email will be effective at the time sent. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when sent, whether or not You receive or read the email.
- . 13.2. To provide notice to Vyrat under this Agreement, You must contact Vyrat by email at support@vyrat.zendesk.com. Vyrat may update the email address for notices by posting a notice on the Website. Notices to Vyrat will be effective one business day after they are sent.
- . 13.3. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

14. MISCELLANEOUS

- . 14.1. Materials, such as the White Paper and others, published in the Website or elsewhere, are not binding do not – unless explicitly referred to herein – form part of these Terms, and are of descriptive nature only.
- . 14.2. Vyrall does not permit individuals under the age of 18 to register with the Website or use any Vyrall products. If Vyrall becomes aware that a child under the age of 18 has provided Vyrall with personal information, Vyrall will delete such information from Vyrall's files immediately and block that user's access to the Website and products.
- . 14.3. Vyrall and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement especially where the delay or failure results from any cause beyond Vyrall's reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of Vyrall's reasonable control.
- . 14.4. These Terms do not create any third-party beneficiary rights in any individual or entity.
- . 14.5. You will not assign these Terms, or delegate or sublicense any of Your rights under these Terms, without Vyrall's prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- . 14.6. The failure or omission by Vyrall to enforce any provision of these Terms will not constitute a present or future waiver of

such provision nor limit Vyrals right to enforce such provision at a later time. All waivers by Vyrals must be unequivocal and in writing to be effective.

- . 14.7. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, and the rest of the Terms will remain in full force and effect.
- . 14.8. "Vyrals" refers to the Project as a whole owned by Vyrals Limited, including any or all of the entities, being used by Vyrals, incorporated in the Republic of Seychelles or elsewhere. Vyrals reserves a right to incorporate additional legal entities for operation of the Project and transfer certain rights and duties in regard to the Project to such entity. Such entities shall be either owned by the Founders or existing Vyrals entities and shall act in accordance with these Terms. The Founders undertake to make sure that incorporation of additional entities for operating purposes does not infringe users' rights pertaining to ANTs.
- . 14.9. All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, the Project and SHARE tokens shall be finally settled in The Republic of Seychelles. The language to be used in the arbitral proceedings shall be English.
- . 14.10. Prior to filing any claims in accordance with paragraph 14.8, You undertake to file such claim or request directly to Vyrals via e-mail at address support@vyrals.zendesk.com. You agree that You will not file any claims in accordance with paragraph 14.8 without first giving 30 days prio notice to Vyrals in accordance

with Section 13 this paragraph 14.10. Any claim filed with the arbitral tribunal contrary to the rules set out in this paragraph 14.10, shall be rejected immediately by the tribunal as premature.

- . 14.11. These Terms represent the entire agreement between You and Vyrat regarding the subject matter of these Terms, in particular use of the Website, the Project and SHARE tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between You and Vyrat, whether written or verbal, regarding the subject matter of these Terms. Vyrat will not be bound by, and specifically rejects, any term, condition or other provision which differ in any way from the provisions of these Terms which is submitted by You in any order, receipt, acceptance, confirmation, correspondence or other document.
- . 14.12. These Terms are not boilerplate. If You disagree with anything contained herein, please immediately navigate away from the Website, cease using the Project, and contact Vyrat at support@vyrat.zendesk.com.