

TERMS AND CONDITIONS

RELATING TO AKROPOLIS TOKEN SWAP

Last updated: September 19, 2019

PLEASE READ THESE TERMS AND CONDITIONS RELATING TO AKROPOLIS TOKEN SWAP ("T&Cs") 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 T&Cs, 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 T&Cs.

IF YOU DO NOT AGREE TO THESE T&Cs, DO NOT ACCEPT THESE T&Cs, DO NOT APPLY FOR OR PARTICIPATE IN THE TOKEN SWAP. PLEASE NOTE THAT THESE T&C MAY BE AMENDED PURSUANT TO CLAUSE 22.3 HEREOF.

PLEASE NOTE THAT IN ACCORDANCE WITH PROVISIONS CONTAINED IN CLAUSE 18 YOU RELEASE AKROPOLIS FROM CLAIMS RELATED TO THE AKROPOLIS TOKEN AND TOKEN SWAP, WHICH AFFECTS THE RIGHTS AND REMEDIES AVAILABLE TO YOU.

PLEASE NOTE THAT BINDING ARBITRATION PROCEDURES CONTAINED IN CLAUSE 19 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 T&Cs

Akropolis Decentralised Ltd is a company incorporated and registered in Gibraltar with registration number 116430 and is the creator of its own proprietary token known as Akropolis token. There may be other entities within the Akropolis Decentralised Ltd group of companies from time to time ("**Akropolis Companies**") that will develop, manage and/or operate the Akropolis Network and Akropolis Platform (as defined below) (or parts thereof) and references in these T&Cs to "**Akropolis**", "**Company**", "**we**", "**our**" or "**us**" shall be to Akropolis Decentralised Ltd, the Akropolis Companies and their respective successors and assigns.

References in these T&Cs to "**you**" or "**your**" are to the person/entity who accepts these T&Cs and agrees to participate in the Token Swap as set out in and on the terms of these T&Cs. 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 T&Cs, please contact us at team@akropolis.io.

YOU AND AKROPOLIS HEREBY AGREE AS FOLLOWS:

1. AKROPOLIS NETWORK

1.1. Akropolis is in the process of developing a decentralised platform and network using the Ethereum and other blockchains with the main aim of building a domain specific financial protocol

dedicated to the needs of the informal economy and cooperation/exchange of value of digital financial organisations (the “**Akropolis Network**”).

1.2. For a more detailed description of the proposed Akropolis Network, please refer to Akropolis’ website (available at <https://wiki.akropolis.io/> or <https://akropolis.io>) (collectively the “**Website**”) and the Akropolis Whitepaper (as may be amended from time to time) available on the Website, collectively referred to as the “**Project Documentation**”. The information provided herein about the Akropolis Network, including description provided in Clause 1.1, and information contained in the Project Documentation is of an illustrative nature only and is not binding on Akropolis. Project Documentation does not form a part of these T&Cs.

2. SCOPE OF THESE T&Cs

2.1. Except as otherwise stated, these T&Cs (including any terms incorporated herein by reference) govern only the Token Swap (as defined below) and procedures related thereto. Any potential future use of AKRO in connection with the use of Akropolis Network, provision or receipt of services thereon shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the Akropolis Network (“**Network Terms**”), which might later be made available to Akropolis Network users.

2.2. As consideration for your obligations hereunder, Akropolis provides you with the right to participate in the Token swap and right to receive New tokens on the terms provided in these T&Cs, as well as other promises and covenants contained in these T&Cs.

3. TOKEN SWAP

3.1. Token swap (the “**Token swap**”) shall mean the exchange of current Akropolis tokens ‘AKT’ (smart contract address: 0x395f47e890cd81307c5fa8814771b93100283daa) (the “**Current token**”) for the new Akropolis ERC-20 compatible utility tokens ‘AKRO’ (smart contract address: 0x8Ab7404063Ec4DBcfd4598215992DC3F8EC853d7) (the “**New token**” or “**AKRO**”).

3.2. Token Swap commenced on and is effective as of July 16, 2019 (the “**Effective date**”).

3.3. The Token Swap term commenced on the Effective date and will expire 14 (fourteen) months thereafter (the “**Token swap term**”).

3.4. FROM THE EFFECTIVE DATE THE CURRENT TOKEN IS NO LONGER RECOGNISED AS AKROPOLIS TOKEN. AS A RESULT OF THE TOKEN SWAP, THE CURRENT TOKEN MAY LOSE ITS ENTIRE VALUE AND UTILITY. STARTING FROM THE EFFECTIVE DATE THE NEW TOKEN (‘AKRO’) IS RECOGNISED AS THE ONLY AKROPOLIS TOKEN. AKROPOLIS MAY, IN ITS SOLE DISCRETION, LOCK, DEACTIVATE, BURN OR OTHERWISE INVALIDATE CURRENT TOKENS HELD BY YOU.

4. TOKEN SWAP MECHANICS

4.1. In order to be eligible and allowed to participate in the Token swap and receive New tokens, before September 15, 2019, 00:00 GMT (the “**Deadline**”) you will need to: (i) accept these T&Cs, (ii) meet the requirements contained herein, (iii) successfully pass identification and/or KYC/AML procedures set forth by Akropolis and/or the KYC/AML service provider appointed by Akropolis (the “**KYC/AML procedures**”), if applicable, and (iv) perform Token swap instructions set forth by Akropolis and published on its website (<https://wiki.akropolis.io> or <https://akropolis.io>, collectively, the “**Website**”) or notified through its official telegram channel at https://t.me/akropolis_official (all conditions mentioned above, collectively, “**Conditions precedent**”). Akropolis will make commercially reasonable efforts to publish the Token swap instructions well ahead of the time of the Deadline.

4.2. KYC/AML and verification procedures will be conducted by Sum&Substance (Sum And Substance Ltd (UK)). Your relationship with Sum&Substance shall be governed by separate agreements, e.g., Terms and Conditions and Data Protection Policy, which you may find on its website available at: <https://sumsub.com/>; Akropolis shall not be a party to these relations. Akropolis may transfer your Personal Data to Sum&Substance, and may further receive your Personal Data or information related to the KYC/AML procedures from Sum&Substance. Akropolis reserves the right to change the KYC/AML service provider or impose additional requirements regarding KYC/AML procedures.

4.3. You agree that in case you fail to fulfil Conditions precedent before the time of the Deadline, fail to meet criteria established by Akropolis and/or fail to follow the procedures set forth by Akropolis, you may lose your right to receive New tokens hereunder, in which case such tokens shall be forfeited and may not be further claimed by you or any other person. The relevant decision shall be taken by Akropolis in its sole and absolute discretion.

4.4. You should strive to fulfil Conditions precedent at least 7 (seven) days prior to the time of the Deadline, otherwise, you may not receive New tokens simultaneously with other Token swap participants.

4.5. The quantity of New tokens to be distributed to you during the Token swap will be calculated by Akropolis based on the formula determined by it in its sole and absolute discretion. The amount of New tokens attributed to you may be viewed on the Website or via other means provided by Akropolis, if any. It is acknowledged that such quantity of New tokens includes a bonus granted to the holders of Current tokens in connection with the Token swap.

4.6. Subject to provisions contained above in Clauses 4 and 5 hereof, Akropolis will make commercially reasonable efforts to distribute New tokens to the digital wallet address indicated by you and in which your Current tokens are stored, in accordance with and within terms outlined in these T&Cs. Distribution may be organised via a smart contract.

4.7. Akropolis may withhold or suspend the distribution of New tokens if Akropolis suspects that you have violated or may violate these Terms, if Akropolis believes that this is in the interests of Akropolis project or Akropolis' community, or that this is required under applicable laws or regulations.

4.8. You hereby agree that notwithstanding anything to the contrary contained herein, Akropolis may, upon your request, which shall be accepted or rejected in Akropolis' sole and absolute discretion, distribute New tokens due to you to your digital wallet address(es) indicated in writing, regardless of whether Current tokens are stored in such wallet(s).

4.9. You hereby acknowledge and agree that the amount of New tokens to which you are entitled hereunder is fair, reasonable and sufficient, given the circumstances related to the Akropolis project and the Token Swap.

4.10. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE QUANTITY OF AKRO THAT YOU CAN RECEIVE DURING THE TOKEN SWAP ON TERMS CONTAINED HEREIN SHALL CONSTITUTE A SMALLER SHARE OF THE TOTAL ALLOCATION OF AKRO COMPARED TO THE SHARE THAT YOU HAVE HAD IN THE TOTAL ALLOCATION OF CURRENT TOKENS, AND HEREBY AGREE AND ACKNOWLEDGE THAT SUCH QUANTITY IS FAIR, REASONABLE AND SUFFICIENT.

5. DISTRIBUTION AND LOCK PERIOD

5.1. New tokens due hereunder shall be locked for 2 (two) months following the Effective Date (the "**Token Lock Period**"), during which no New tokens shall be distributed. 1/12 of New tokens to be distributed hereunder will be unlocked on the day following the expiry of the Token Lock Period (the "**Initial Unlock Date**"), and remaining New tokens will be unlocked in substantially equal monthly

instalments, with the first monthly instalment of 1/12 being unlocked on the first month anniversary of the Initial Unlock Date, and additional instalments of 1/12 being unlocked on the same day of each of the 10 (ten) months thereafter.

5.2. Akropolis reserves the right to amend the terms of AKRO lock and distribution, and/or suspend or withhold the distribution of AKRO in its sole discretion if this is required under an agreement reached with the exchange where the AKRO initial exchange offering was held.

6. NEW TOKEN

6.1. The intended functionality of the New token and Akropolis Network are specified in the Project documentation, which is provided for informational purposes only. It is acknowledged that the intended functionality of AKRO, as well as purpose and functionality of Akropolis Network may be altered or modified by Akropolis in its sole and absolute discretion, and that Akropolis makes no warranties or representations and offers no guarantees (in each case whether express or implied) that New tokens shall confer any actual or exercisable rights of use, functionality, features, purpose or attributes, including those in connection with the Akropolis Network, or that Akropolis Network will be developed.

6.2. Ownership of AKRO carries no rights, whether express or implied, other than a limited potential right to use and interact with the Akropolis Network, subject to other provisions of these T&C and limitations contained herein. Any potential future right or expectation relating to the provision and receipt of services on the Akropolis Network shall be subject to any restrictions and limitations set out in these T&Cs and/or the Network Terms (as applicable). AKRO that are distributed to you hereunder may be claimed by you only.

6.3. You acknowledge and accept that AKRO 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).

6.4. Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments shall not apply to your storage, sale and/or transfer of AKRO.

6.5. Akropolis makes no warranties or representations and offers no assurances (in each case whether express or implied) that AKRO shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Akropolis Network, or that Akropolis Network or any other Akropolis' product will be developed, launched or deployed.

6.6. AKRO shall not be transferable during the Token Lock Period.

6.7. The owner of the digital wallet in which any AKRO is held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of that AKRO for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key) and neither Akropolis nor any other person will be liable for so treating that person as absolute owner.

6.8. After expiry of the Token Lock Period you may transfer to another wallet or address any unlocked AKRO which you lawfully hold. Such transfer will be deemed effective, and a transfer of any AKRO will only be effective, as at the time and date of the relevant transaction being included in a block on the Ethereum blockchain which has received such number of confirmations as Akropolis considers necessary for that transaction to be considered irreversible. Akropolis agrees that, if any rule

of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effect the transfer of any AKRO, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the Ethereum blockchain in accordance with this Clause and provisions contained herein.

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

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

6.11. If delivery of AKRO to you, or the holding of AKRO by you, is or becomes impossible, or is a violation of any applicable legal or regulatory requirements, T&Cs, representations and warranties contained herein, or Akropolis suspects that this may be the case, then:

- a) Akropolis need not deliver any AKRO nor 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 that you hold;
- c) Akropolis may remotely disable, deactivate or destroy any AKRO that you hold;
- d) Akropolis reserves the right to terminate its relationship with you and take any actions considered necessary or desirable for Akropolis to meet its legal and regulatory obligations;
- 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.

7. REPRESENTATIONS AND WARRANTIES

7.1. By accepting these T&C and applying for the Token swap you represent and warrant that:

- a) you have read and understood these T&Cs;
- b) you have the necessary authority and consent to accept these T&Cs, 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 T&Cs and to enter into a binding agreement with Akropolis on the terms set out herein;
- d) the acceptance of these T&Cs 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 you are a party or by which you are bound;
- e) all Current tokens that you hold remain in your full and lawful possession, and that you exercise an effective control over all digital wallets where such tokens are stored as of the day hereof;
- f) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic coins and tokens (like Bitcoin and

ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;

- g) you understand that AKRO confer no other rights, other than those mentioned herein, of any kind with respect to Akropolis and/or the Akropolis Network, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
- h) 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;
- i) if you are acting for or on behalf of an entity or person, you are authorised to accept these T&Cs and enter into a binding agreement with Akropolis on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "your" or "you" shall be a reference to the entity or person on whose behalf you are acting);
- j) you shall not use AKRO to finance, engage in, or otherwise support any unlawful activities;
- k) participating in the Token Swap and receiving AKRO under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any 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);
- l) 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, CANADA, CENTRAL AFRICAN REPUBLIC, CUBA, DEMOCRATIC REPUBLIC OF CONGO, GUINEA, GUINEA-BISSAU, IRAN, IRAQ, LEBANON, LIBERIA, LIBYA, MALAYSIA, NORTH KOREA, SOMALIA, SOUTH SUDAN, SUDAN, SYRIA, UNITED STATES OF AMERICA (USA) AND ITS TERRITORIES, YEMEN, ZIMBABWE, CRIMEA REGION (REGION OF UKRAINE) (COLLECTIVELY, "**RESTRICTED PERSONS**"), NOR ARE YOU ACTING FOR OR ON BEHALF OF ANY SUCH PERSON OR ENTITY;
- m) you will not sell, exchange or otherwise transfer AKRO to U.S. Persons or any persons that are established or located in the U.S. and its territories;
- n) 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;
- o) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of AKRO;
- p) you shall have an Ethereum wallet that supports the EIP20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as AKRO) for the purposes of receiving AKRO;
- q) you understand that AKRO are solely rights to access and use services and products on the Akropolis Network, and do not have any attribute that provides the holder with equity, creditor or similar rights. AKRO should not be considered investments of any type, including

but not limited to, any form of currency or security, and you should not expect profits of any type from acquiring AKRO nor acquire AKRO for any type of investment purposes;

- r) you acknowledge that you fully understand the contents of the Project Documentation provided by Akropolis and are participating in the Token Swap with the intention of fully accepting the risk of the failure of the Akropolis Network;
- s) you shall 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;
- t) you understand that you do not have any right against Akropolis, the founders and team members or any other party to request any refund;
- u) you 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, Akropolis Companies and Akropolis Parties, including without limitation, in any promotional materials, media social media, or similar circumstances without Akropolis’, which tarnish or otherwise harm Akropolis’ reputation. The fact that the reference or information is harmful for Akropolis’ reputation shall be determined by Akropolis in its sole discretion;
- v) 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;
- w) 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; and
- x) 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 T&Cs.

7.2. You undertake that the above mentioned 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 7.1, you may not participate in the Token Swap or receive AKRO. Any AKRO distributed to you or held by you in violation of this Clause 7 ‘Representations and Warranties’ are deemed void and will not be recognised by nor binding on Akropolis.

7.3. Akropolis reserves the rights to deny and invalidate any transaction made by, and/or withhold the distribution or activation of AKRO from, any person who has made a false, incomplete or misleading representation under this Clause 7 in the opinion of Akropolis.

7.4. You further agree that:

- a) you will review all announcements connected with the Token Swap made on the Website;
- b) you will notify Akropolis immediately if any of the representations and warranties you make under these T&Cs becomes untrue, incomplete, invalid or misleading in any respect;

- c) you will keep, and are fully responsible for keeping, your digital 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 T&Cs) as you may consider necessary to protect your interests in the event of technical changes which may affect AKRO, including any source code update or fork;
- e) you will not reproduce, duplicate, copy or reverse engineer AKRO, Akropolis Network or other Akropolis' products for any purpose;
- f) 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 (ii) enter into or perform your obligations under these T&Cs;
- g) you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of AKRO; and
- h) you agree to provide promptly such evidence of your compliance with these T&Cs as Akropolis may at any time reasonably require.

8. SMART CONTRACTS

8.1. Akropolis has deployed a smart contract for the purposes of issuing AKRO, and may further deploy additional smart contracts for the purposes of distributing AKRO in the Token swap. Akropolis shall exercise reasonable endeavours to procure that the smart contracts are audited and approved by technical experts with regard to both accuracy and security of the underlying code.

8.2. Notwithstanding Clause 8.1 above, 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 and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the smart contracts, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the smart contracts and AKRO are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of your AKRO.

9. SECURITY

9.1. You are responsible for implementing all reasonable and appropriate measures for securing the digital wallet, vault or other storage mechanism that you use to receive and store the New tokens 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 AKRO. Akropolis shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of AKRO nor shall we be under any obligation to recover or return any AKRO 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 held by you.

10. INTELLECTUAL PROPERTY

10.1. In this Clause 10, "**Akropolis IP Rights**" means in relation to Akropolis, AKRO, the Token Swap, the Akropolis Network and the 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 the 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.

10.2. 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 pursuant to these T&Cs 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, imitate or modify (whether in whole or in part) any Akropolis IP Rights, except with our prior written consent.

11. INDEMNITY

11.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Akropolis, Akropolis Companies, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**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;
- b) non-performance of your responsibilities or obligations under these T&Cs;
- c) your breach of any of the terms and conditions set out in these T&Cs, 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 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 T&Cs.

11.2. 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 11.1. The indemnity set out in this Clause 11 is in addition to, and not in lieu of, any other remedies that may be available to Akropolis under applicable law.

12. DISCLAIMERS

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

- a) AKRO 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 AKRO, the Akropolis Network (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

- b) we do not represent or warrant that AKRO, the Akropolis Network are reliable, current or defect-free, meet your requirements, or that any defects will be corrected, or that Akropolis Network or any other Akropolis' product will be developed or deployed; and
- c) we cannot and do not represent or warrant that AKRO or the delivery mechanism for AKRO are free of viruses or other harmful components.

12.2. Neither these T&Cs nor the Project Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. AKRO should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate re-sale.

12.3. No regulatory authority has examined or approved any of the information set out in these T&Cs and/or the Project Documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or the Project Documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

13. LIMITATION OF LIABILITY

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

- a) AKROPOLIS, AKROPOLIS COMPANIES OR ANY OF THE AKROPOLIS PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME, BUSINESS OR PROFITS, 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 OR ANY LIKE LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACQUISITION, STORAGE, TRANSFER, USE OF OR INABILITY TO USE AKRO OR CURRENT TOKEN, OR OTHERWISE RELATED TO THESE T&CS OR THE TOKEN SWAP, 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 AKROPOLIS OR 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 AKROPOLIS AND 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 T&CS OR THE USE OF OR INABILITY TO USE CURRENT TOKEN AND/OR AKRO AND/OR AKROPOLIS NETWORK, INCLUDING ATTORNEY'S FEES, EXCEED US \$2,000 (TWO THOUSAND U.S. DOLLARS).

13.2. The limitations and exclusions of liability set out in Clause 13.1 shall not limit or exclude liability for gross negligence, fraud or intentional, willful 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.

14. TAXATION

14.1. You are solely responsible for determining whether your participation in the Token swap, the ownership, use, sale, transfer or liquidation of AKRO, the potential appreciation or depreciation in the

value of AKRO over time (if any), the allocation of AKRO and/or any other action or transaction contemplated by these T&Cs or related to AKRO will give rise to any tax implications on your part.

14.2. 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 AKRO, or in connection herewith.

14.3. You agree not to hold Akropolis, Akropolis Companies or any of the Akropolis Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of AKRO or any other action or transaction related to the Akropolis Network or the Token Swap.

15. DATA PROTECTION

15.1. 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 15.2 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 in respect of due diligence and the prevention and detection of money-laundering and terrorist financing. All personal data collected in connection with these T&Cs shall be collected, processed and stored in accordance with our Privacy Policy which can be found on the Website. It also contains information on your rights to access, rectification, erasure, restriction on processing, objection to processing and portability of your data.

15.2. 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 purposes of receiving AKRO; and/or
- e) any other documents or data from which you can be identified,

(together your “**Personal Data**”).

15.3. You may be submitting your Personal Data to the KYC/AML services provider appointed by Akropolis, such as, for example, Sum&Substance (the “**KYC/AML service provider**”). Processing of your Personal Data by the KYC/AML service provider shall be subject to its own Data Protection Policy and agreements entered with you, Sub&Substance’s Data Protection Policy may be found at <https://sumsub.com/data-protection-policy/>. In case Akropolis appoints another KYC/AML services provider, you will be provided with such new provider’s Data Protection Policy.

15.4. We will not disclose your Personal Data except as expressly permitted under these T&Cs and our Privacy Policy and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these T&Cs, you acknowledge that your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

15.5. We shall process your Personal Data in accordance with the Gibraltar Regulatory Authority Data Protection Act 2004, as may be amended (“**Data Protection Act**”) and the General Data Protection Regulation (the “**GDPR**”), and you agree that we, as the data controller, may directly or

through our service providers or agents process your Personal Data for any one or more of the following purposes:

- a) the processing of transactions related to the Token Swap pursuant to these T&Cs;
- b) providing you with information about us and our range of services;
- c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- e) producing summary information for statistical, regulatory and audit purposes; and/or
- f) any other reasonable purposes in accordance with applicable law.

15.6. Under the Data Protection Act you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You have the right to erase your data, restrict or object to the processing, the right to portability of your data and the right to lodge a complaint with a supervisory authority. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

16. RISKS

16.1. BY PARTICIPATING IN THE TOKEN SWAP AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE RISKS SET OUT BELOW.

16.2. You acknowledge and agree that participating in the Token Swap, the creation and issue of AKRO and the development and deployment of the Akropolis Network carries significant potential financial, regulatory, reputational risks and other risks, including but not limited to:

- a) Risk of software weaknesses: AKRO, the smart contracts and the Akropolis Network are based on the Ethereum protocol: as a result, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on AKRO, the smart contracts and/or the Akropolis Network. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the AKRO (including the utility of AKRO for obtaining services), the smart contracts and/or the Akropolis Network, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The smart contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating AKRO will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of AKRO.
- 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 the Akropolis Network, including its termination and the loss of AKRO. Additionally, regulation of proposed activities of the Akropolis Network is currently uncertain and may be subject to change without notice. In particular, the regulatory framework for the proposed Akropolis Network 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 AKRO 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 Akropolis Network and AKRO. It is equally difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulations affecting distributed ledger technology and its applications, including the Akropolis Network and AKRO. Regulatory actions could negatively impact the Akropolis Network and AKRO in various ways, including, for purposes of illustration only, through a determination that AKRO 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 creation and issue of AKRO and the development of the Akropolis Network 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). There is no assurance that, even if the Akropolis Network is partially or fully developed and launched, you will receive any benefits through AKRO that you hold.
- e) Risk associated with other applications: The Akropolis Network may give rise to other, alternative projects, promoted by unaffiliated third parties, under which AKRO will have no intrinsic value.
- f) Risks associated with markets for AKRO: We do not enable or otherwise facilitate any secondary trading or external valuation of AKRO. This may restrict the avenues for using AKRO, and could therefore create illiquidity risk with respect to any AKRO Akropolis you own. Even if secondary trading of AKRO 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 AKRO (for example, as denominated in a cryptocurrency or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing AKRO as a form of investment on a speculative basis or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated. You therefore accept that AKRO is not offered by Akropolis or Akropolis Companies on an investment basis.

- g) Risk of losing access to tokens due to loss of private key(s), custodial error or your error: AKRO 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 AKRO 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 AKRO. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault in which you choose to receive and store AKRO, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your AKRO.

- h) Risk of incompatible wallet service: The wallet or wallet service provider used to receive AKRO must conform to the EIP20 token standard in order to be technically compatible with AKRO. The failure to ensure such conformity may result in the inability to access your AKRO.
- i) Risk of hard-fork: The Akropolis Network 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 AKRO may be required (hard-fork of AKRO) and that, if you decide not to participate in such upgrade, you may no longer be able to use your AKRO and any non-upgraded AKRO may lose its functionality in full.
- j) Risks arising from taxation: The tax characterisation of AKRO is uncertain. You must seek your own tax advice in connection with the acquisition, storage, transfer and use of AKRO, 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.

17. TERM

17.1. These T&Cs will be effective until: (i) the time of the Deadline – in case you fail to perform Conditions precedent prior to the date of the Deadline or are not allowed to participate in the Token swap, or (ii) the date of expiry of the Token swap term, provided that you have performed Conditions Preceding as provided herein and are allowed to participate in the Token swap.

17.2. Notwithstanding provisions contained in Clause 17.1 and 18.2 hereof, and anything to the contrary, Clauses 6, 7, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21 and 22 of these T&C shall survive any termination or expiration of these T&Cs.

17.3. You may not terminate or amend these T&Cs without Akropolis' prior written consent. Akropolis may immediately terminate these T&Cs 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 Network or AKRO, (iv) in Akropolis' reasonable opinion such termination is required under the applicable laws or requirements of authorities.

18. TERMINATION OF OBLIGATIONS AND RELEASE

18.1. You hereby agree and acknowledge that Akropolis has properly and fully performed all of the obligations that it had or might have had to you arising prior to the date hereof, whether such arose from a contract or otherwise, including all obligations of Akropolis related to the distribution, transfer or use of Current tokens, Akropolis token pre-sale and sale, and further confirm, acknowledge and agree that you have no claims against Akropolis, Akropolis Companies and Akropolis Parties with respect to the above.

18.2. You hereby agree that all and any of Akropolis' obligations to you under any agreement, contract, letter, arrangement or promise, 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 acquisition, use or transfer of, inability to acquire, transfer or use Current tokens or AKRO, participation in Akropolis token pre-sale and sale, excluding, for these purposes, these T&Cs, are hereby terminated and cease to exist as of the date when you accept these T&Cs. For the purposes of clarification, after the termination or expiry of these T&Cs Akropolis shall have no obligations to you with regard to the above.

18.3. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, YOU HEREBY RELEASE AKROPOLIS AND AKROPOLIS COMPANIES, AND THEIR RESPECTIVE PAST, PRESENT AND FUTURE SUCCESSORS, PREDECESSORS, AFFILIATES, OFFICERS,

EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, ATTORNEYS, ADVISORS, AND ASSIGNS 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 THESE T&CS, TOKEN SWAP, RECEIPT, USE OR TRANSFER OF AKROPOLIS TOKEN (BOTH CURRENT TOKEN AND NEW TOKEN).

19. LAW AND ARBITRATION

19.1. These T&Cs, and any disputes arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Gibraltar without giving effect to the principles of conflict of laws.

19.2. Any dispute, controversy or claim between the Parties arising out of or relating to these T&Cs or its subject matter, including any question regarding their existence, validity or termination, receipt, holding or use of AKRO, or relations arising therefrom shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration ("LCIA Rules"), which are available at its website at: <http://www.lcia.org> and are deemed to be incorporated by reference in this clause. The arbitration shall be conducted in English and by one arbitrator. The arbitration shall take place in London, UK. By agreeing to be bound by these T&Cs, 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.

19.3. Any dispute, controversy or claim arising out of or related to these T&Cs, receipt, holding or use of AKRO, or relations arising therefrom 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.

19.4. The arbitrator shall: (i) honour claims of privilege and privacy recognized 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 T&Cs. The arbitration will be confidential, and neither Party may disclose the existence, content, or the results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award.

19.5. If, and only if, any dispute, controversy or claim between Parties cannot be resolved by binding arbitration, as provided herein, for example, because of limitations imposed under the law, such dispute, controversy or claim between the Parties shall be exclusively resolved by the courts of Gibraltar.

19.6. Each Party will notify the other Party in writing of any dispute or claim within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the dispute or claim informally. Notice to Akropolis shall be sent by e-mail to team@akropolis.io. Notice to you shall be sent

to any address you provide to us in writing, through the Website or in a notice. Your notice must include your personal details including name, postal address, email address and telephone number, a reasonably detailed description in reasonable detail of the nature or basis of the dispute or claim, and the specific relief that you are seeking. If you and Akropolis cannot agree how to resolve the dispute or claim within thirty (30) days after the date the notice is received by the applicable Party, then either you or Akropolis may, as appropriate and in accordance with this Clause 19, commence an arbitration proceeding.

19.7. Provisions of these T&Cs regarding the binding arbitration shall not apply to claims or disputes in which either Party seeks injunctive or other equitable relief for the alleged unlawful disclosure of confidential information, use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents.

19.8. Due to the unique nature of the Parties relationships, monetary damages would be inadequate to compensate Akropolis for any breach by you of your covenants and agreements set forth herein. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to Akropolis and, in addition to any other remedies that may be available at law, in equity or otherwise, Akropolis shall be entitled to obtain injunctive relief against the threatened breach of these T&Cs, or the continuation of any such breach by you or by your Representatives.

20. CONFIDENTIALITY

20.1. For the purpose of this Clause 20, "**Confidential Information**" includes any non-public information, including without limitation:

- a) any information and data which pertains to the Akropolis, its employees, officers, agents, representatives, managers, partners or any other person related to Akropolis or Akropolis Project, Akropolis affairs, including, inter alia, any financial and organisational information, personal data, know-how, business plans and projections, regardless of whether the information was communicated orally, in writing or electronic form;
- b) any information regarding the relationship between the Parties, 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.

20.2. You undertake to, and shall procure that your Representatives will, keep all Confidential Information strictly confidential in accordance with the terms of these T&Cs. Except as permitted by these T&Cs, 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 the Parties, (c) any communications, notices and calls with the participation of Akropolis, Akropolis Companies or Akropolis Parties, (d) any other information which may be reasonably considered as confidential.

20.3. 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 the reputation of Akropolis or Akropolis Parties, Akropolis Project, whether on the Internet, in the media, social networks, on the Internet or in any other sources.

21. NOTICES

21.1. You agree that Akropolis may give any notices, letters and communications under these T&Cs or in connection herewith by posting them on the Website, in Akropolis' official telegram channel (https://t.me/akropolis_official) and/or by email to an address provided by you to Akropolis in writing or

through the Website, and that such notices and communications shall be deemed to be effective and received by you on the day following the day when they are sent or published pursuant hereto. Any communication delivered to you pursuant hereto shall have the same legal power as communication given by regular mail. It is your responsibility to regularly check your electronic mail, Website and Akropolis' official telegram channel for any such notices, communications or updates.

22. MISCELLANEOUS

22.1. You understand and acknowledge that these T&Cs constitute a binding legal agreement between you and Akropolis. You agree and acknowledge that the means executing of these T&Cs constitute valid means of concluding an agreement. You agree that these T&Cs are final, supersede, substitute, and extinguish any prior T&Cs, 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 T&Cs.

22.2. You agree that if any court determines that any provision of these T&Cs 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 T&Cs invalid or unenforceable.

22.3. These T&Cs may not be amended, modified or assigned by you without Akropolis' written consent. Akropolis may modify these T&Cs at any time by publishing a revised version on the 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 T&Cs will become effective upon their publication and/or relevant notice given to you, unless otherwise stated therein. It is your responsibility to check the Website, Akropolis' official telegram and other channels regularly for modifications. Akropolis further reserves the right to assign these T&Cs, any and all rights and obligations hereunder to third parties without your consent, notification or approval.

22.4. Akropolis shall not be liable for any delay or failure to perform any obligation under these T&Cs 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 Network.

22.5. You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of Akropolis in relation to the subject matter of these T&Cs at any time before your acceptance of them ("**Pre-Contractual Statements**"), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

22.6. The failure by Akropolis to enforce any provision of these T&Cs 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 T&Cs, that you have read and understood this document, and further acknowledge that these T&C are final, legally binding and irrevocable.

22.8. Nothing in these T&Cs 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, AKRO, development and deployment of the smart contracts and/or the Akropolis Network.