

TOKEN USAGE AGREEMENT

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Welcome to the Website in relation to the Tokens

THIS TOKEN USAGE AGREEMENT REGULATES YOUR ACQUISITION OF THE TOKENS AND YOUR SUBSEQUENT USE OF THE TOKENS, IN EACH CASE, VIA THE ONLINE TOOLS.

PLEASE READ THESE TERMS CAREFULLY BEFORE CONTINUING TO ACQUIRE, HOLD, STORE OR USE THE TOKENS IN ANY MANNER.

1. GENERAL

- 1.1 You acknowledge and agree that You have read, understood, accepted and agreed to be bound by the terms of this Token Usage Agreement.
- 1.2 You acknowledge and agree that if You do not agree to this Token Usage Agreement, then We do not grant You and do not intend for You to:
 - 1.2.1 have any right to acquire and/or hold and/or store the Tokens; and/or
 - 1.2.2 in any way access or use any content and/or functionality of the Tokens.
- 1.3 You re-affirm that:
 - 1.3.1 Your access to the Online Tools is strictly subject to the Terms of Use and the Privacy Policy; and
 - 1.3.2 You have read, understood, accepted and agreed to be bound by the Terms of Use and the Privacy Policy.

2. PARTIES

- 2.1 *Corporate Details:* STK Asia Limited is a company limited by shares incorporated in Hong Kong with registration number 2675449 (“**We**”, “**Our**”, “**Us**”). Our registered address is Room 1007, 10/F, Wayson Commercial Building, No 28 Connaught Road West, Sheung Wan, Hong Kong SAR.
- 2.2 *Sole Obligor:* We are the sole obligor in respect of the Tokens for the purposes of this Token Usage Agreement. None of our holding companies, subsidiaries or Affiliates (including any such entities which conduct the business described in the White Paper) have any obligations to You under this Token Usage Agreement.
- 2.3 *Natural Person:* You are the natural person who is presently visiting The Site in Your own individual capacity and/or on behalf of Your company and/or organisation, in each case, as a User and which has agreed to be bound by this Token Usage Agreement, Terms of Use and Privacy Policy (“**You**”, “**Your**”, “**Yours**”).

3. APPLICABILITY

- 3.1 *Scope of this Token Usage Agreement:* You acknowledge and agree that:
 - 3.1.1 this Token Usage Agreement strictly governs Your Use of any Tokens that you may lawfully acquire, whether through a valid purchase in the Platform Token Issuance or as otherwise permitted, including through the issue of Bonus Tokens; and
 - 3.1.2 You shall at all times strictly comply with its terms when Using those Tokens.
- 3.2 *Agreements:* By Using the Tokens, You unconditionally acknowledge and agree that You have accepted and at all times shall comply with:
 - 3.2.1 this Token Usage Agreement;

3.2.2 the Privacy Policy entered into with the Platform Provider; and

3.2.3 the Terms of Use entered into with the Platform Provider.

3.3 *Non-acceptance*: If You do not accept and agree to this Token Usage Agreement, You unconditionally acknowledge and agree that You have no rights whatsoever to Use the Tokens and You must immediately exit from the Online Tools.

4. CONFLICT

4.1 *Conflict with Token Electronic Contract*: In the event of any conflict between this Token Usage Agreement and the Token Electronic Contract, the order of priority shall be:

4.1.1 this Token Usage Agreement; and

4.1.2 the Token Electronic Contract.

4.2 *Conflict with White Paper*: You acknowledge and agree that the White Paper is not a binding contract and that the terms of this Token Usage Agreement will prevail over the White Paper in the event of any conflict.

4.3 *Conflict with Additional Token-Specific Terms*: In the event of any conflict between the provisions in the body of this Token Usage Agreement and the Additional Token-Specific Terms, the order of priority shall be:

4.3.1 this Token Usage Agreement; and

4.3.2 the Additional Token-Specific Terms.

5. RIGHT TO USE

5.1 *Token Acquisition*: Strictly subject to Clauses 5.3, 5.14 and 5.15, You may:

5.1.1 acquire the Tokens through a valid purchase in the Platform Token Issuance or as otherwise permitted, including through the issue of Bonus Tokens; and

5.1.2 thereafter Use the Tokens.

5.2 *Online Tools*: You acknowledge and agree that:

5.2.1 You can only acquire and/or Use the Tokens through the Online Tools or as otherwise expressly permitted by Us; and

5.2.2 any acquisition and/or Use through any other means that are not sanctioned or permitted by Us will create no obligation on Us towards You under any circumstance.

5.3 *Use Right*: Subject to Your continuing compliance with this Token Usage Agreement, the Terms of Use and the Privacy Policy, You are granted a revocable, royalty-free, non-exclusive, non-transferable licence to Use the Tokens including to utilise the available functionality of the Tokens as it may exist from time to time.

5.4 *No Guarantee of Use*: For the purposes of Clause 5.3, you acknowledge and agree that We give no guarantees whatsoever in relation to Your future ability to Use the Tokens including as contemplated in the White Paper.

5.5 *Confirmations in Respect of Value*: You acknowledge and agree that:

5.5.1 the Tokens do not have any intrinsic value and You may never recover any cash, cryptocurrency or other assets which are used directly or indirectly to acquire the Tokens;

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- 5.5.2 there is no market-standard valuation process to determine the value of the Token at any given time;
- 5.5.3 We give no guarantees whatsoever on the value of the Tokens which may be highly volatile and could reduce to zero; and
- 5.5.4 You are not acquiring or holding the Token for any investment, speculative or other financial purposes.
- 5.6 *Rights in Relation to the Tokens:* You acknowledge and agree that each Token of a particular kind, once validly acquired pursuant to Clause 5.1.1 shall be subject to the Additional Token-Specific Terms applicable to that Token.
- 5.7 *Functionality of the Token:* You acknowledge and agree that:
- 5.7.1 the functionality and utility of the Tokens is limited to interacting with users/content within the confines of a single technology platform through a blockchain-enabled software; and
- 5.7.2 while We will endeavour to offer the functionality of the Tokens described in the White Paper, You acknowledge and agree and understand that:
- (a) the White Paper is of a descriptive and informational nature only and is akin to a concept paper;
 - (b) the White Paper is not binding and does not form part of this Token Usage Agreement;
 - (c) there can be no assurance that the Token will have the anticipated functionality including providing access to the products and services described in the White Paper;
 - (d) the regulatory regime governing the issue and/or use of digital tokens and the use of cryptocurrency as a medium of payment is uncertain and evolving; and
 - (e) We reserve the right to alter the business plan as outlined in the White Paper at Our sole discretion.
- 5.8 *Possible Token Functionality Change:* You acknowledge and agree that We may amend the functionality of the Token in order to facilitate compliance with any legal or regulatory issues which may arise or shall be anticipated, including the following:
- 5.8.1 the occurrence of a Regulatory Event; or
- 5.8.2 any additional legal or regulatory risk mitigation in respect of the functionality of the Token that We decide to undertake at any time.
- 5.9 *Consequences of Token Functionality Change:* If We amend the functionality of the Tokens pursuant to Clause 5.8 above, We shall publish an Important Notice. It is Your responsibility to regularly check for any such notices on The Site.
- 5.10 *Our Rights in Respect of the Tokens:* You acknowledge and agree that We reserve the right to:
- 5.10.1 reserve unsold and unused Platform Tokens;
- 5.10.2 issue additional Platform Tokens at any time;
- 5.10.3 procure the implementation of changes to the blockchain platform (including hard and soft forks) to deal with actual or imminent security breaches; and
- 5.10.4 issue substitute Tokens and take or procure such other actions as may be required in relation to the Platform.
- 5.11 *Not an Investment Product:* You acknowledge and agree that the Tokens do not constitute and are not intended to constitute a security or other investment product issued by Us or Our Affiliates to You and are not;

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- 5.11.1 rights, options, or derivatives in respect of any form of security or other investment product;
 - 5.11.2 rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - 5.11.3 units in a collective investment scheme;
 - 5.11.4 a debenture offering a right of redemption of any kind against Us;
 - 5.11.5 units in a business trust; or
 - 5.11.6 any other security or class of securities.
- 5.12 *No Ownership or Governance Rights:* You hereby acknowledge and agree that the Tokens:
- 5.12.1 do not provide You with rights of any type with respect to Us, Our Affiliates or our respective revenues or assets, including any distribution, redemption, liquidation, proprietary or other payment, financial or legal rights;
 - 5.12.2 do not provide You nor are they intended to represent or confer You with any participation or governance rights in relation to Us or Our Affiliates including:
 - (a) ownership rights or stake;
 - (b) rights to a share or security;
 - (c) voting rights;
 - (d) rights to nominate a director to the board;
 - (e) rights to requisition and/or participate in shareholder meetings;
 - (f) rights to receive accounts, financial statements or any other financial data; or
 - (g) any rights similar or equivalent to those in Clauses 5.12.2 (a) to (f) above.
 - 5.12.3 do not provide You with any IPR in respect of Our business or the Platform;
 - 5.12.4 do not entitle You to any say in how We or Our Affiliates conduct our business;
 - 5.12.5 do not constitute a loan, debenture or similar instrument in any form from You to Us or Our Affiliates;
 - 5.12.6 do not constitute any form of money or legal tender in any jurisdiction or any representation of money (including electronic money or a digital payment token that is a medium of exchange accepted by the public as payment); and
 - 5.12.7 do not constitute a good or a service provided by Us or Our Affiliates or any Third Parties to You from a legal, tax, accounting or other perspective.
- 5.13 *Eligibility Criteria:* You acknowledge and agree that We may impose eligibility criteria to access certain functionality in respect of the Tokens which may require You to incur additional time and money costs.
- 5.14 *Compliance-Related Conditionality:* Your Use of the Tokens (including your use of the Online Tools to Use the Tokens) is strictly conditional on You ensuring that You shall not (and shall not cause or permit anyone else to) breach:
- 5.14.1 the Privacy Policy;

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- 5.14.2 the Terms of Use;
- 5.14.3 this Token Usage Agreement including for each type of Token, the Additional Token-Specific Terms; and/or
- 5.14.4 Applicable Law.
- 5.15 *Wallet-specific Conditionality:* You acknowledge and agree that Your Use of the Tokens is conditional on Your:
- 5.15.1 holding a wallet that is at all times capable of holding the Tokens and for which You control the private key and which does not belong to an exchange for digital assets; and
- 5.15.2 continuing to have secure access to such wallet through Your private key.
- 5.16 *Loss of Access to Token Functionality:* If You are no longer in possession of Your private keys or any device associated with Your account or are not able to provide Your login or identifying credentials:
- 5.16.1 You may lose all of Your Tokens and/or access to the Token functionality and access to your wallet; and
- 5.16.2 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, subject to the imposition of such conditions that We think fit.

6. USER CONFIRMATIONS – TOKENS

- 6.1 You warrant and represent to Us as at the Token Usage Agreement Date, the Token Acquisition Date and at all times that You Use the Tokens that:
- 6.1.1 *Reading of Background Materials:* You have read and understand:
- (a) this Token Usage Agreement (including all Exhibits) including the rights of the Token set out in Clause 5 and the Additional Token-Specific Terms;
- (b) the latest version of the White Paper; and
- (c) the risk factors in respect of the Tokens set out in Exhibit 2.
- 6.1.2 *Sufficient Information:* You have obtained sufficient information about Us, the Tokens and the Platform Token Issuance to make an informed decision to:
- (a) acquire Tokens; and
- (b) upon acquisition, to continue to hold and store the Tokens and Use the Token functionality.
- 6.1.3 *Sufficient Industry Knowledge:* You have sufficient knowledge and experience in business and financial matters and matters relating to the Token, including a sufficient understanding of:
- (a) blockchain, cryptographic tokens, non-fungible tokens and other digital assets;
- (b) public keys and private keys;
- (c) smart contracts and their equivalent;
- (d) token storage mechanisms (such as digital wallets of different kinds);
- (e) software systems based on blockchain-technology; and

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- (f) consensus algorithms, voting systems and distributed, decentralized or peer-to-peer networks or systems.

6.1.4 *Risk of Loss:* You are able to bear the risks of holding the Token including:

- (a) loss of all or any assets used, directly or indirectly, to acquire the Tokens;
- (b) the loss of Tokens including loss of access as a result of losing access to your private key; and
- (c) liability to Us (as defined in Clause 16 (*Indemnification*)) and others for Your acts and omissions, including any acts or omissions constituting a breach of this Token Usage Agreement.

6.1.5 *Sufficient Understanding of Non-fungible Tokens:* You understand and agree that:

- (a) the Platform is a distributed application that runs on the Ethereum network, using specially-developed smart contracts to enable users to (i) generate; and/or (ii) own, transfer, and trade, unique digital items, which can then be visualized through the Platform and interests in such items shall be represented by non-fungible tokens (the "**Other Tokens**"); and
- (b) Interests in the digital items represented by the Other Tokens exist only by virtue of the ownership record maintained on the Ethereum network. The Token Electronic Contract and events and transactions processed through the Token Electronic Contract in respect of the Other Tokens are operationalized through a decentralized ledger within the Ethereum Platform over which neither Us nor the Platform have control.

6.1.6 *Sufficient Understanding of Digital Payment Tokens:* You understand and agree that:

- (a) You should not transact on our Platform if you are not familiar with any digital payment tokens you use to make payments on the Platform;
- (b) Transacting in digital payment tokens may not be suitable for you if you are not familiar with the technology that digital payment token services are provided; and
- (c) You should be aware that the value of digital payment tokens may fluctuate greatly. You should only transact in digital payment tokens if you are prepared to accept the risk of losing all of the money you put into such tokens.

7. USER CONFIRMATIONS – BASIC WARRANTIES

7.1 *Capacity/Authority:* You warrant and represent to Us as at the Token Usage Agreement Date, the Token Acquisition Date and at all times that You Use the Tokens that:

7.1.1 You have the necessary authority and consent to accept this Token Usage Agreement, to enter into a binding agreement with Us and to enjoy the functionality in respect of the Token;

7.1.2 If You are an individual, You are at least 18 years old and of sufficient legal age and capacity to acquire the Tokens;

7.1.3 If You are an entity:

- (a) You are duly incorporated and/or organised, validly existing and in good standing under the laws of Your domiciliary jurisdiction and each jurisdiction where You conduct business; and
- (b) acquiring, attempting to acquire, holding the Token and enjoying its functionality does not breach Your constitutional documents;

7.1.4 *No Conflict:* Your entry into this Token Usage Agreement and Your Use of the Tokens shall not:

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- (a) breach any provision of any judgment, decree or order imposed on You by any court or governmental or regulatory authority; and/or
 - (b) breach or be in conflict with or constitute a default under (with or without the passage of time or the giving of notice) any agreement, obligation, duty or commitment to which You are a party or by which You or Your assets are bound;

7.1.5 *No Breach etc.*: The entry of the Token Usage Agreement and Your Use of the Tokens shall not:

- (a) breach any Applicable Law; or
- (b) require any consents, waivers, approvals or other action from any governmental or regulatory authority of any kind.

7.2 *Regulatory Matters*: You warrant and represent to Us as at the Token Usage Agreement Date, the Token Acquisition Date and at all times that You Use the Tokens that You are and shall remain in compliance with:

7.2.1 the Securities Law Representations;

7.2.2 the Sanctions Law Representations;

7.2.3 the AML Representations; and

7.2.4 all other Applicable Laws.

7.3 *No Unlawful Use of Tokens*: You warrant and represent to Us as at the Token Usage Agreement Date, the Token Acquisition Date and at all times that You Use the Tokens that You will not use the Tokens to finance, engage in, or otherwise support any unlawful activities or in a manner which aids or facilitates another party in the same.

8. USER CONFIRMATIONS – TAX ASPECTS OF THE TOKEN

8.1 *Uncertain Tax Regime*: You acknowledge and agree that the tax treatment of cryptocurrency and digital tokens is uncertain and evolving and that Your entry into this Token Usage Agreement and the Use of the Tokens could subject You to adverse tax consequences in a number of jurisdictions.

8.2 *Sole Responsibility for Tax Compliance*: You acknowledge and agree that You shall be solely responsible for complying with any tax obligations arising from Your entry into this Token Usage Agreement and the Use of the Tokens including:

8.2.1 determining what taxes may apply to Your acquisition (through purchase or otherwise), possession, storage, sale or other Use of the Tokens including, for example, sales, use, value-added and similar taxes; and

8.2.2 complying with any obligations to withhold, collect, report and remit the correct taxes to the appropriate tax authorities in relation to Your acquisition, possession, storage, sale or other Use of Tokens.

9. USER CONFIRMATIONS – PLATFORM-SPECIFIC ASPECTS OF THE TOKEN

9.1 *“As is” Basis of Platform*: You acknowledge and agree that:

9.1.1 You can only Use the Tokens and access the Platform through The Site; and

9.1.2 Your access to the Online Tools is subject to Your agreement with the Terms of Use which includes, among other things, an acknowledgement that the Online Tools are being provided on an “as is” and “as available” basis.

10. USER CONFIRMATIONS – TOKEN ISSUER

10.1 You acknowledge and agree that:

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- 10.1.1 *No Solicitation:* Neither the White Paper nor this Token Usage Agreement:
- (a) constitute a prospectus or offering document of any kind;
 - (b) are intended to be a solicitation for investment or an offering of securities in any jurisdiction; or
 - (c) are intended to constitute the basis for an investment decision;
- 10.1.2 *No Exchange:* There can be no assurance that the Tokens will be exchangeable on any cryptographic exchanges or secondary markets;
- 10.1.3 *Use of Proceeds:* Any funds collected by Us through the Platform Token Issuance and/or the operation of the Platform will be utilised by Us and/or Our Affiliates in their sole discretion generally in accordance with the plan specified in the White Paper, subject always to Clauses 4.2 and 5.8; and
- 10.1.4 *No Custodial Services:* We do not provide any custodial services for the Tokens.
- 10.2 *Independent Contracting Parties:* You and We are independent contracting parties, and therefore:
- 10.2.1 neither of us is an agent or fiduciary of the other;
 - 10.2.2 neither of us has the authority to bind the other; and
 - 10.2.3 Your actions as a User do not create any form of partnership, joint venture, franchise or any other similar relationship between Us and You.
- 10.3 *No Third Party Involvement:* No third-party service provider or third-party website is allowed or has been in any way supported, engaged, authorised or endorsed by Us in connection with the issue of the Tokens and We have no relationship in any way with any such third party.
- 10.4 *Not a Financial Institution or Intermediary:* You acknowledge and agree that We:
- 10.4.1 are not a financial institution and are not licensed by or under the supervision of any financial supervisory authority; and
 - 10.4.2 do not provide any licensed financial services such as investment services, capital raising, fund management or investment advice.
 - 10.4.3 no communication or information provided to You by Us is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice; and
 - 10.4.4 You have consulted such legal or tax professionals as necessary regarding your specific situation prior to accessing the Platform and Using the Tokens.

11. USER CONFIRMATIONS – PLATFORM TOKEN ISSUANCE PROCESS

- 11.1 *Confirmation of Sale Procedures:* You warrant and represent to Us as at the Token Usage Agreement Date, the Token Acquisition Date and at all times that You Use the Tokens that You have read and understood the information about the Platform Token Issuance Procedures.
- 11.2 *Consequences of Failure to Comply:* By sending Us the payment for the Tokens, You acknowledge and agree that:
- 11.2.1 You are in agreement with the Platform Token Issuance Procedures; and
 - 11.2.2 Your failure to follow the Platform Token Issuance Procedures may result in You not receiving any Tokens.

11.3 *Finality of Our decision:* You also acknowledge and agree that:

- 11.3.1 We reserve the right to refuse or cancel any requests to purchase Tokens from Us as part of the Platform Token Issuance at any time at Our sole discretion; and
- 11.3.2 any acquisition of Tokens by you from Us in the Platform Token Issuance is final and there are no refunds or cancellations or compensation in lieu thereof except as may be required by Applicable Law.

11.4 *Authorised Website:* You acknowledge and agree that the only official and authorised website in relation to the Tokens is The Site.

12. USER UNDERTAKINGS – SECURITY

12.1 You acknowledge and agree that at the Token Usage Agreement Date, the Token Acquisition Date and at all times that You Use the Tokens:

- 12.1.1 *Reasonable Security Measures:* You will implement reasonable measures for securing access to the wallet, vault or other storage mechanism utilised to receive and hold the acquired Tokens, including any:
 - (a) requisite private keys; and
 - (b) other credentials necessary to access such storage mechanisms;
- 12.1.2 *Security Breach:* If You suspect a security breach in any of the security measures detailed in Clause 12.1.1 above, You will inform Us immediately so We can take any measures We deem necessary to secure Your User Account, The Site, the Platform, the Tokens and systems as a whole.

13. USER UNDERTAKINGS – REQUEST FOR ADDITIONAL INFORMATION

13.1 *Compliance with Laws:* You acknowledge and agree and undertake that You will provide Us or Our nominee with such information as We may deem necessary or appropriate in order to maintain compliance with Applicable Law:

- 13.1.1 any anti-money laundering laws and any "Know Your Customer" requirements; and
- 13.1.2 to address any actual inquiries or inquiries that We may (at Our sole discretion) expect from regulatory authorities, courts or arbitral authorities in any jurisdiction.

13.2 *Request for Documents:* You acknowledge and agree that such information or documents may include:

- 13.2.1 identity documents such as passports, driver's licenses, utility bills, other government-issued IDs and photographs;
- 13.2.2 (for non-individuals) incorporation or notarised formation documents; and
- 13.2.3 supporting documentation to confirm Your compliance with Securities Law Representations, Sanctions Law Representations, AML Representations or any Applicable Laws.

13.3 *Request for Notarised Documents:* You acknowledge and agree that We may require attested or notarised copies of any documents listed in this Clause 13.

13.4 *Consequences of Regulatory Investigations:* You acknowledge and agree that by accessing the Platform, We have the right to investigate any violation of this Token Usage Agreement, unilaterally determine whether you have violated this Token Usage Agreement, and take actions under relevant regulations without your consent or prior notice and including in response to any requests or demands from regulatory authorities which exercise or purport to exercise jurisdiction over the Tokens, the Platform or Us. You acknowledge and agree that such actions include, to the extent feasible for Us from a technological perspective:

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- 13.4.1 blocking and closing your transactions on the Platform;
 - 13.4.2 freezing your account;
 - 13.4.3 reporting the incident to the authorities; and
 - 13.4.4 publishing the alleged violations and actions that have been taken; and
 - 13.4.5 deleting any information You published or reversing any transactions that are found to be violations.

14. OUR WARRANTIES

- 14.1 *"As is" Basis of the Tokens:* You acknowledge and agree that the Tokens are provided strictly on an "as is" and "as available" basis.
- 14.2 *No Warranties:* Neither We nor any of Our Affiliates make any representations or warranties, express or implied, including any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to:
 - 14.2.1 the Token Electronic Contract;
 - 14.2.2 the Tokens, their functionality or other utility; or
 - 14.2.3 the ability of anyone to acquire, hold, store or use the Tokens.
- 14.3 *Not Uninterrupted or Error-Free:* Without limiting the foregoing, neither We nor Our Affiliates represent or warrant that the process of purchasing and/or acquiring the Tokens will be uninterrupted or error-free or that the Tokens are or will be reliable and error-free.
- 14.4 *Loss of Amounts Paid:* You acknowledge and agree that We are not obliged to refund You or any Third Party for any amount paid to acquire the Token.
- 14.5 *Exclusion:* We exclude all conditions, warranties, representations or other terms which may apply to the Tokens to the maximum extent permitted by Applicable Law.

15. LIABILITY

- 15.1 *No Refunds:* By acquiring the Tokens, You acknowledge and agree that:
 - 15.1.1 any and all acquisitions of Tokens through the Platform Token Issuance or any other permitted means are final and non-refundable;
 - 15.1.2 neither We nor Our Affiliates undertake or are required to provide any refund for the acquired Tokens for any reason; and
 - 15.1.3 You will not receive or demand cryptocurrency, money or other compensation for any Tokens that are not used or remain unused for any reason.
- 15.2 *Online Tool Unavailability:* In this Clause 15, **"Online Tool Unavailability"** shall refer to any inability to Use the Tokens as a result of an inability to access the Online Tools in part or in full for any reason including as a result of:
 - 15.2.1 inability to access or use the material, information, software, facilities, services or content on the Online Tools;
 - 15.2.2 abnormal and unforeseen circumstances beyond Our control, including phone and internet network failures; and/or
 - 15.2.3 You being out of mobile or internet coverage.

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- 15.3 *No Liability for Loss or Damages:* We shall not be liable to You for any loss or damage of any nature whatsoever, whether direct, indirect or consequential, which is caused or arising out of or in connection with:
- 15.3.1 Your reliance on the functionality of the Tokens made available via the Online Tools;
 - 15.3.2 Your Use of, or inability to Use the Tokens including as a result of Online Tool Unavailability; and/or
 - 15.3.3 any change of the value (if it is ever attributed to it) of the Tokens or Cryptocurrency used to purchase the Tokens.
- 15.4 *Release of Liability:* You acknowledge and agree that We shall not be liable to You for and You irrevocably release Us from all liability whatsoever (irrespective of the basis upon which the liability is claimed) for any damages, liability or losses arising out of or in connection with:
- 15.4.1 Your reliance on the functionality of the Tokens made available via the Online Tools;
 - 15.4.2 Your Use of, or inability to Use the Tokens including as a result of Online Tool Unavailability; and/or
 - 15.4.3 any transaction or relationship between You and any Third Party provider, including where such transaction or relationship is associated with the ability to Use the Tokens including through the provision of the Online Tools.
- 15.5 *No Guarantees for Sale or Transfer or Repurchase:* You acknowledge and agree that neither We nor Our Affiliates shall guarantee in any way that Tokens may be issued to You or sold or transferred by You or repurchased by Us or any Third Party either during or after the Platform Token Issuance.
- 15.6 *No Liability for Circumstances Beyond Our Control:* You shall not have any claim of any nature whatsoever against Us for any failure or delay by Us to carry out any of Our obligations herein as a result of causes beyond Our control, including:
- 15.6.1 as a direct or indirect result of a Force Majeure Event; or
 - 15.6.2 an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Us, to provide the Token functionality; or
 - 15.6.3 any other cause whatsoever beyond Our absolute and direct control.
- 15.7 *Consumer law:* The limitations and disclaimer in this Clause 15 do not purport to limit Our liability or alter Your rights as a consumer in any manner impermissible under Applicable Law.
- 15.8 *Affiliates:* You acknowledge and agree that for the purposes of this Clause 15, We shall be deemed to include Us, Our Affiliates and the employees, agents, directors, shareholders and officers of Us and Our Affiliates.

16. INDEMNITY

- 16.1 *Indemnity:* You acknowledge and agree that You shall fully indemnify Us from and against any and all claims and/or losses of whatever nature suffered, sustained or incurred, arising out of or in connection with:
- 16.1.1 Your breach of this Token Usage Agreement;
 - 16.1.2 Your use of the Tokens; or
 - 16.1.3 Our use of any and all information that You submit to Us including via the Use of the Tokens or through the Online Tools in connection with the acquisition, prospective purchase, storage or holding of a Token or use of the Token functionality.
- 16.2 *Affiliates:* For the purposes of Clause 16.1, We shall be deemed to include Us, Our Affiliates and the employees, agents, directors, shareholders and officers of Us and Our Affiliates.

17. TERMINATION

- 17.1 *Deletion by You:* You may delete Your User Account at any time solely in accordance with the Terms of the Use.
- 17.2 *Deletion by Us:* We may, in Our sole and absolute discretion and at any time, terminate or procure the termination of Your ability to Use the Tokens including through termination of Your User Account if:
- 17.2.1 a Regulatory Event occurs; or
 - 17.2.2 if We believe that You are a Restricted Person.
- 17.3 *Consequences of termination on accrued rights and obligations:* Upon termination of the User Account (whether by You or by Us or as We otherwise procure), this Token Usage Agreement stands terminated save in respect of any accrued rights and obligations.
- 17.4 *Consequences of Termination for You:* Upon termination of this Token Usage Agreement for any reason, all rights You have in respect of the Tokens shall immediately end.

18. GENERAL PROVISIONS

- 18.1 *Media References:* You acknowledge and agree that You shall not refer to Us, Our Affiliates or Our licensors in any public media for any purposes.
- 18.2 *Revisions to this Token Usage Agreement:* You acknowledge and agree that We may revise this Token Usage Agreement at any time (including to specify and/or update the Additional Token Specific Terms applicable to a Token at the time of its issue or thereafter) so it is Your responsibility to review the Token Usage Agreement for updates each time You use the Tokens.
- 18.3 *Consequences of Continued Use:* Your continued Use of the Tokens shall be deemed an acceptance by You of the terms of this Token Usage Agreement as revised from time to time pursuant to Clause 18.2.
- 18.4 *Relevant Legal Information:* You will be able to view, and You agree to check each time You Use the Tokens, the current version of this Token Usage Agreement within The Site by clicking the "Token Usage Agreement" link at the bottom of the landing page of the Site.
- 18.5 *Acknowledgment of Reliance:* You acknowledge and agree that We can and will rely on the warranties, representations and undertakings You provide to Us in Clauses 6 to 13 inclusive.
- 18.6 *Suspension of Your Access:* We may, in Our sole and absolute discretion and at any time, modify, suspend or terminate operation of or access to the Use of Tokens (including through procuring the termination of your access to the Online Tools) (or any part thereof) which may affect Your access to the Token functionality.
- 18.7 *Entire Agreement:* This Token Usage Agreement constitutes the entire agreement between You and Us:
- 18.7.1 relating to Your Use of the Tokens to the exclusion of all other terms and conditions, and any prior written or oral agreement between both parties; and
 - 18.7.2 save in respect of Your use of the Online Tools to Use the Tokens which, as set out in the Terms of Use, shall be governed by the Terms of Use.
- 18.8 *No Rights against Affiliates:* You acknowledge and agree that this Token Usage Agreement does not create any rights that are enforceable against any of Our Affiliates.
- 18.9 *Assignment and Novation by You:* You may not assign, novate, or otherwise transfer all or any of Your rights, benefits or obligations under this Token Usage Agreement without Our prior written approval

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- 18.10 *Assignment and Novation by Us:* We may assign, transfer or deal in any way with Our rights under this Token Usage Agreement including to an Affiliate or any Third Party without any prior consent or approval from You.
- 18.11 *Failure or Delay:* No failure to exercise, nor any delay in exercising, any right, power or remedy under this Token Usage Agreement shall operate as or be deemed a waiver of the same. Waivers must always be given in writing.
- 18.12 *Waiver:* Any waiver of any breach of this Token Usage Agreement shall not be deemed to be a waiver of any subsequent breach.
- 18.13 *Illegality:* If any provision of this Token Usage Agreement is determined to be invalid, illegal or void by any court or administrative body of competent jurisdiction, this Token Usage Agreement shall be deemed modified to the minimum extent necessary to make it valid and enforceable.
- 18.14 *Deemed Modification Not Possible:* Where the deemed modification in Clause 18.13 is not possible, the relevant invalid, illegal or void provision(s) shall be deemed deleted and the rest of this Token Usage Agreement shall still remain in full force and effect.
- 18.15 *No Rights for Third Parties:* Except as expressly stated herein, this Token Usage Agreement does not create any rights that are enforceable by any Third Parties. You acknowledge and agree that only the following Persons have rights under this Token Usage Agreement:
- 18.15.1 You;
- 18.15.2 Us and Our Affiliates; and
- 18.16 *Notices to Us:* All notices under this Token Usage Agreement shall be in writing and shall be delivered by email to the party due to receive it at the party's designated email address. In Our case, please send it to hello@minty.art.
- 18.17 *Notices By Us:* If We decide, in Our sole discretion, to make any information publicly available to Users in connection with the matters described in this Token Usage Agreement, We shall do so through an Important Notice.
- 18.18 *English Language:* This Token Usage Agreement is drawn up in the English language and the English language version of the same shall always prevail over any translation. This Token Usage Agreement shall be construed, interpreted and administered in English.
- 18.19 *Governing Law:* This Token Usage Agreement is governed by and shall be construed in accordance with English law.
- 18.20 *Arbitration:* Any dispute arising out of or in connection with this Token Usage Agreement shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") and the following shall apply:
- 18.20.1 the arbitration shall be conducted in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**"), which are deemed incorporated by reference in this Clause;
- 18.20.2 the number of arbitrators shall be three;
- 18.20.3 the arbitrators nominated by the claimant and the respondent shall jointly nominate the third arbitrator who, subject to confirmation by SIAC, will act as president of the arbitral tribunal;
- 18.20.4 the arbitrators nominated by the parties to the dispute shall endeavour to agree on the nomination of the third arbitrator within 30 days from the confirmation or appointment of the co-arbitrators;
- 18.20.5 where the arbitrators nominated by the parties to the dispute are unable to agree on the nomination of the third arbitrator within the time period specified in Clause 18.20.4, the third arbitrator shall be appointed by the SIAC in accordance with the SIAC Rules;

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- 18.20.6 the seat or legal place of arbitration shall be Singapore;
 - 18.20.7 the language used in the arbitral proceedings shall be English;
 - 18.20.8 all documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation; and
 - 18.20.9 any award of the tribunal shall be final and binding from the day it is made.

18.21 *No Class Action Rights:* Any dispute is personal to You and Us 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. There will be no class arbitration or arbitration in which any individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

19. INTERPRETATION

19.1 In this Token Usage Agreement, the following rules of interpretation shall apply:

- 19.1.1 except where expressly indicated otherwise, references to exhibits are references to the exhibits of this Token Usage Agreement;
- 19.1.2 a reference to a numbered Clause or Paragraph is a reference to the clause or paragraph of this Token Usage Agreement;
- 19.1.3 the word “including” and its other grammatical forms shall be construed without any limitation;
- 19.1.4 headings in this Token Usage Agreement (including headings of sub-clauses) are for convenience only and do not affect the construction or interpretation of this Token Usage Agreement;
- 19.1.5 a reference to a party shall include that party’s successors and permitted assigns;
- 19.1.6 any reference to this Token Usage Agreement includes the exhibits to it, each of which forms part of this Token Usage Agreement for all purposes;
- 19.1.7 the singular includes the plural and vice versa and reference to any gender includes a reference to all other genders;
- 19.1.8 references in this Token Usage Agreement to any English legal term, English statute or enactment shall be deemed to include any equivalent or analogous terms, or laws or rules, respectively, in any other jurisdiction; and
- 19.1.9 references in this Token Usage Agreement shall be deemed to be references to this Token Usage Agreement as may from time to time be amended, varied, supplemented, substituted, novated or assigned.

20. DEFINITIONS

- 20.1 In this Token Usage Agreement, the defined terms set out below shall have the meaning ascribed to them herein.
- 20.2 “**Affiliate**” means any entity that is Controlled by a Person or under common Control of that Person.
- 20.3 “**Additional Token-Specific Terms**” means the specific terms that apply to a particular Token as set out in the White Paper.
- 20.4 “**AML Representations**” means the representations and warranties pertaining to anti-money laundering and “know your client” laws set out in Part C of Exhibit 1.

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- 20.5 **"Applicable Law"** means all national, state, local, municipal legislation, regulations, statutes, by-laws, approvals and/or other laws and any other instrument having the force of law as may be issued and in force from time to time (and any amendment or subordinate provisions) relating to, or connected with, the activities contemplated under this Token Usage Agreement wherever so located or performed.
- 20.6 **"Bonus Tokens"** shall have the meaning given to it in Exhibit 3.
- 20.7 **"Control"** means the:
- (a) ownership or control (whether directly or indirectly) of more than 50 percent of the voting share capital of the relevant entity;
 - (b) ability to direct the casting of more than 50 percent of the votes exercisable at general meetings of the relevant entity on all, or substantially all, matters; or
 - (c) right to appoint or remove directors of the relevant entity holding a majority of the voting rights at meetings of the board on all, or substantially all, matters,
- and the terms "Controls", "Controlled" and "Controlling" shall have the equivalent grammatical meaning;
- 20.8 **"Cryptocurrency"** means Ether or such other digital assets, fiat or other currency that We permit as a medium of payment for Platform Tokens in the Platform Token Issuance.
- 20.9 **"Force Majeure Event"** means any unforeseeable event or occurrence which is beyond the reasonable control of a party and which prevents or delays that party from performing any or all of its obligations under this Token Usage Agreement (e.g. acts of God, civil unrest, political situations, pandemics etc.).
- 20.10 **"Important Notice"** means a notice accessible at The Site by clicking the **"Important Notice"** link at the bottom of the landing page of The Site.
- 20.11 **"IPR"** means patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trade-marks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered, and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights, and rights to sue for passing off.
- 20.12 **"Platform"** means the platform which is maintained for the use of the Tokens.
- 20.13 **"Platform Token Issuance"** means the issuance of the Tokens by Us through sale or otherwise.
- 20.14 **"Platform Token Issuance Procedures"** means the procedures in respect of the issue of the Platform Tokens by Us as part of the Platform Token Issuance set out in Exhibit 3.
- 20.15 **"Online Tools"** means The Site.
- 20.16 **"Other Tokens"** shall have the meaning given to it in Clause 6.1.5.
- 20.17 **"Person"** means a legal person, a firm, a body corporate, an unincorporated association, or an authority and such entities' legal successors or an individual.
- 20.18 **"Platform Provider"** means Us in our capacity as the provider of the Platform.

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- 20.19 **"Privacy Policy"** means the privacy policy and (as and when available, the cookie policy) in respect of the Online Tools, as amended from time to time accessible at The Site by clicking the "Privacy Policy" link at the bottom of the landing page of The Site.
- 20.20 **"Regulatory Event"** means actual action taken, or potential action that We (in Our sole discretion) expect to be taken, by a court or regulatory authority in any jurisdiction in relation to the Use of the Token and all related matters.
- 20.21 **"Restricted Person"** means a User who is unable or unwilling to give any of the Securities Law Representations, the Sanctions Law Representations or the AML Representations.
- 20.22 **"Sanctions Law Representations"** means the representations and warranties pertaining to sanctions laws set out in Part B of Exhibit 1.
- 20.23 **"Securities Law Representations"** means the representations and warranties pertaining to securities laws set out in Part A of Exhibit 1.
- 20.24 **"Terms of Use"** shall mean the terms of use of the Online Tools, as amended from time to time, that is confirmed as between a User and the Platform Provider, and which is accessible at The Site by clicking the "Terms of Use" link at the bottom of the landing page of The Site.
- 20.25 **"The Site"** means the website at www.minty.art.
- 20.26 **"Third Party"** means a natural person or legal entity who is neither You nor Us.
- 20.27 **"Tokens"** shall mean each of the Platform Tokens and the Other Tokens listed in Exhibit 4 and Token shall mean any one of them.
- 20.28 **"Token Acquisition Date"** means the date of acquisition of Tokens through electronic or other means.
- 20.29 **"Token Electronic Contract"** means, in relation to a Token, the blockchain-based electronic protocol used to facilitate the Use of that Token.
- 20.30 **"Token Usage Agreement"** means this agreement as amended from time to time.
- 20.31 **"Token Usage Agreement Date"** means the date You confirm Your acceptance of this Token Usage Agreement (and the Exhibits hereto), whether through electronic or other means.
- 20.32 **"Use"** of the Tokens means any use you may make of the Tokens via the Online Tools either directly or indirectly in connection with:
- (a) the acquisition of Platform Tokens in the Platform Token Issuance or as otherwise permitted by Us;
 - (b) the acquisition of the Other Tokens through permitted means;
 - (c) holding the Tokens;
 - (d) storing the Tokens; and/or
 - (e) utilising any functionality of the Token.
- 20.33 **"User"** means any natural person who has visited The Site or the legal entity that they are authorised to represent who Uses the Tokens.
- 20.34 **"User Account"** has the meaning given to it the Terms of Use.

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- 20.35 **"Virus"** means any viruses, worms, trojan horses, cancel bolts or any other computer code designed to disrupt or adversely impact computer systems, networks or devices.
- 20.36 **"White Paper"** means the document describing the Tokens and their functionality, the Platform and other matters related to the Token (as may be amended from time to time) and available on The Site.

EXHIBIT 1- REPRESENTATIONS

1. PART A - SECURITIES LAW REPRESENTATIONS

- 1.1 You acknowledge and agree and undertake that:
- 1.1.1 You are familiar with all related regulations in the specific jurisdiction in which You are based and that acquiring cryptographic Tokens (through purchase or otherwise) in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
 - 1.1.2 You agree and acknowledge that no regulatory authority has examined or approved of the information set out in the White Paper or any other material in connection with the Token;
 - 1.1.3 You will not Use the Token if such Use would constitute a public offering of the Token in any country or jurisdiction where action for that purpose is required;
 - 1.1.4 You confirm that the distribution or dissemination of the White Paper, any part thereof or any copy thereof, or any Use of the Tokens by You, is not prohibited or restricted by the applicable laws, regulations, or rules in Your jurisdiction, and where any restrictions in relation to possession are applicable, You have observed and complied with all such restrictions at Your own expense and risk without liability to Us;
 - 1.1.5 You will also ensure that no obligations are imposed on Us in any such jurisdiction as a result of any of the actions taken by You in Clause 1.1.4 above; and
 - 1.1.6 We will have no responsibility for and You will obtain any consent, approval or permission required by You for, the acquisition, offer, sale or delivery by You of the Token under the laws and regulations in force in any jurisdiction to which You are subject or in or from which You Use the Token.
- 1.2 You acknowledge and agree the following jurisdiction-specific restrictions:
- 1.2.1 *United States:* You are not located or resident in the United States. In addition, the Tokens have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) or any state securities laws in the United States and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws in the United States. Accordingly, the Tokens are being offered and sold outside the United States in “offshore transactions” as that term is defined in, and in reliance on, Regulation S of the U.S. Securities Act. The Tokens have not been recommended by any U.S. federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of the Whitepaper.
 - 1.2.2 *People’s Republic of China:* You are not:
 - (a) a citizen or resident (tax or otherwise) of the People’s Republic of China (“**PRC**”);
 - (b) a natural person residing in the PRC; or
 - (c) any entity organized or incorporated under the laws of the PRC.
 - 1.2.3 *Singapore:* You understand and acknowledge that users of this Platform are hereby notified that nothing in the Platform constitutes or shall be deemed to constitute:
 - (a) an offer to provide, or an advertisement containing any offer to provide, to the public in Singapore or any section of the public in Singapore, any type of payment service in the Republic of Singapore or elsewhere;

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- (b) the making of an offer or invitation, or an advertisement containing any offer or invitation, to the public in the Republic of Singapore or any section of the public in the Republic of Singapore, to enter into any agreement relating to the provision by any person of any type of payment service, whether in Singapore or elsewhere.

For the avoidance of doubt, reference to providing a payment service to persons in Republic of Singapore in the preceding sentence shall include, without limitation: (i) e-money or any digital payment token being available for purchase or other acquisition by persons in Republic of Singapore; (ii) e-money denominated in Singapore dollars being available for purchase or other acquisition; and (iii) the facilitation of the exchange of digital payment tokens for Singapore dollars.

You confirm that you understand and agree that the Whitepaper has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

You confirm that you understand and agree that neither We nor the Platform have been or are proposed to be registered with the Monetary Authority of Singapore and/or licensed under the Singapore Payment Services Act.

2. PART B - SANCTIONS LAW REPRESENTATIONS

2.1 You acknowledge and agree that:

2.1.1 You are not:

(a) currently subject to any U.S. sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"), the United Nations Security Council, the European Union, the United Kingdom or other relevant sanctions authority (collectively, "**Sanctions**"); nor

(b) located, organized or resident in a country or territory that is the subject of Sanctions;

2.1.2 You are not listed in any list of sanctioned persons including those maintained under the Sanctions including the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by OFAC;

2.1.3 You are not directly or indirectly owned or controlled by any Person subject to Clauses 2.1.1 and 2.1.2 above; and

2.1.4 "You" in this Clause 2.1 includes, if You are not a natural person, You and any of Your subsidiaries or, to Your knowledge any director, officer, or employee of You or Your subsidiaries.

2.2 You:

2.2.1 represent and covenant that you will not use the proceeds of the sale of any Tokens and will not, directly or indirectly, use, lend, contribute or otherwise make available such proceeds to any of Your subsidiaries, joint venture partners or other Person (A) for the purpose of funding or facilitating any activities or business of or with any Person or in any country that, at the time of such funding or facilitation, is the subject of Sanctions; or (B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the acquisition of Tokens as adviser or otherwise); and

2.2.2 acknowledge and agree that none of the Use of the Tokens, the execution, delivery and performance of the Token Use Agreement, the consummation of any other transaction contemplated under the Token Usage Agreement will result in a violation by You or Your subsidiary of any of the Sanctions.

3. PART C - AML REPRESENTATIONS

3.1 You undertake that You are not acquiring the Tokens through the proceeds of any illegal activity, including money laundering and the financing of terrorism.

3.2 You confirm that:

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- (a) You shall comply with all laws relating to anti-money laundering and countering the financing of terrorism including all applicable statutes of all jurisdictions in which You are located, resident, organized or operate, and/or to which you may otherwise be subject and the rules and regulations thereunder (collectively, the "**Money Laundering Laws**"); and/or
 - (b) no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving You or any of Your Affiliates with respect to the Money Laundering Laws is pending or, to the best of Your knowledge (after due and careful enquiry), threatened.

EXHIBIT 2 - RISK FACTORS

An acquisition of the Tokens involves a high degree of risk. Users should carefully consider the following information about these risks before they decide to buy the Tokens. If any of the following risks actually occurs, it could have a material, adverse effect on the business, the Platform and/or the value of the Tokens.

We have described the risks and uncertainties that We believe are material, but these risks and uncertainties may not be the only ones the parties ultimately face. Additional risks and uncertainties, including those We are currently not aware of or deem immaterial, may also have a material, adverse effect on the business, the Platform and/or the value of the Tokens.

1. RISKS CONNECTED TO THE VALUE OF TOKENS

- 1.1 *No Rights, Functionality or Features:* The Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are specifically described in the White Paper and which may change from time to time.
- 1.2 *Lack of Development of Market for Tokens:* There may be no active or liquid market for the Tokens, and their price may be highly volatile. If a liquid trading market for the Tokens does not develop, the price of the Tokens may become more volatile and the Token holder may be unable to sell or otherwise transact in the Tokens at any time. We do not in any way give any assurances that the Tokens will be exchangeable on any cryptographic exchanges or secondary markets.
- 1.3 *Risks Relating to Price:* The prices of assets such as Ether and non-fungible tokens have historically been subject to dramatic fluctuations and are highly volatile. Even if “stablecoins” may be used in providing the services delivered through the Platform, the stability of such assets also cannot be guaranteed or assured. As relatively new products and technologies, blockchain-based assets are not widely accepted as a means of payment for goods and services. A significant portion of demand for these assets is generated by speculators and investors seeking to profit from the short- or long-term holding of blockchain assets. The market value of any Tokens may decline below the price paid. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time, resulting in prolonged inability to access or use the Services. The valuation of digital Tokens in a secondary market is usually not transparent, and highly speculative. The Tokens do not hold any ownership rights to Our assets or the assets of Our Affiliates and, therefore, are not backed by any tangible physical asset that We own. There is a high risk that a Token holder could lose his/her entire contribution amount and that the Tokens could be rendered worthless.
- 1.4 *Tokens May Have No Value:* The Tokens may have no value and there is no guarantee or representation of liquidity for the Tokens. We are not and shall not be responsible for or liable for the market value of the Tokens, the transferability and/or liquidity of the Tokens and/or the availability of any market for the Tokens through third parties or otherwise. You will be solely responsible for identifying the correct Platform Tokens required to access the features of the Platform that you require. You should be aware that there may be digital tokens with a similar name to the Platform Tokens. In particular, while We understand that the Tokens could be listed or available for purchase on digital asset exchanges including decentralized exchanges, We will not have control over any such listing and/or purchase process.
- 1.5 *Tokens are Non-Refundable:* We are not obliged to provide the Token holders with a refund related to the Tokens for any reason, and the Token holders acknowledge and agree that they will not receive money or other compensation in lieu of a refund. No promises of future performance or price are or will be made in respect to the Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Tokens will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the laws in the jurisdiction of the Token holder.
- 1.6 *Cryptocurrency paid may be non-refundable:* Users should be aware that we accept cryptocurrency as a medium of payment. In certain circumstances, any such cryptocurrency does not constitute property or an entitlement to property and therefore may not be returned to You in the same form or at all. As an example, We are entitled, at Our discretion (including for the avoidance of doubt, the occurrence of a Regulatory Event), to perform a refund of payment (partially or in full) made by a person in favour of Us in order to acquire the Platform Tokens. In such a scenario, We are not obliged to make a refund of payments in the

same amount and same type of cryptocurrency received from You and may make a refund in such digital form and through such digital means that we choose at Our discretion.

- 1.7 *Risks Relating to Eligibility Criteria:* Your purchase of the Tokens may not automatically entitle you to use all the functionality of the Tokens as you may have to comply with certain eligibility criteria to access certain features of the Platform- which could include both qualitative and quantitative criteria.

2. BLOCKCHAIN AND SOFTWARE RISKS

- 2.1 *Blockchain Delay Risk:* On most blockchains used for cryptocurrency transactions, timing of block production is determined by proof of work so block production can occur at random times. The respective blockchain may not include the User's transaction at the time User expects and the payment for the Tokens may not reach the intended wallet address on the same day that the User sends the cryptocurrency.
- 2.2 *Blockchain Congestion Risk:* Most blockchains used for cryptocurrency transactions are prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the network in an attempt to gain an advantage in purchasing Tokens. That may result in a situation where block producers may not include the User's transaction when the User wants or the User's transaction may not be included at all.
- 2.3 *Risk of Software Weaknesses:* The Token Electronic Contract concept, the underlying software application and software platform are still in an early development stage and unproven. There are no representations and warranties that the process for creating the Tokens will be uninterrupted or error-free. There is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of the cryptocurrency and/or the Tokens.
- 2.4 *Risk of New Technology:* The Platform, the Tokens and all of the matters set forth in the White Paper are new and untested. It is possible that no blockchain utilizing the full proposed functionality of the Platform will be ever launched. User should not rely on the Platform, the Token Electronic Contract or the ability to receive the Tokens associated with the Platform in the future. Even if the Platform is fully completed, implemented and adopted, it might not function as intended, and any Tokens may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Platform and the Tokens may become outdated. The technology utilized in the Platform depends on public peer-to-peer networks that are not under Our control or influence and are subject to many risks and uncertainties. You are solely responsible for the safekeeping of the private key associated with the blockchain address associated with your use of the services accessed through the Platform. We will not be able to restore or issue any refund in respect of any use of the Platform due to lost private keys.
- 2.5 *Fork Handling:* The blockchain networks utilized by the Platform may be subject to "forks." Forks occur when some or all individuals or entities running the software clients for a particular blockchain adopt a new client or a new version of an existing client that: (a) changes the protocol rules in backwards-compatible or backwards-incompatible manner that affects which transactions can be added into later blocks, how later blocks are added to the blockchain, or other matters relating to the future operation of the protocol; or (b) reorganizes or changes past blocks to alter the history of the blockchain. Some forks are "contentious" and thus may result in two or more persistent alternative versions of the protocol or blockchain, either of which may be viewed as or claimed to be the legitimate or genuine continuation of the original. We may not be able to anticipate, control or influence the occurrence or outcome of forks, and does not assume any risk, liability, or obligation in connection therewith. Without limiting the generality of the foregoing, We do not assume any responsibility to notify you of pending, threatened, or completed forks. We will respond to any forks We determine in Our sole and absolute discretion, and We shall not have any duty or obligation or liability to you if such response (or lack of such response) acts to your detriment. You assume full responsibility to independently remain apprised of and informed about possible forks, and to manage your own interests in connection therewith.
- 2.6 *Risks association with the Ethereum protocol:* Because Tokens are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum protocol may result in the loss of or inability to transfer Tokens. The Ethereum network is prone to periodic congestion during which transactions could be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. That may result in a situation where block producers may not include a user's transaction at the time such user expects, or a user's transaction may not be included at all. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks by undermining or vitiating the cryptographic consensus mechanism that underpins the

Ethereum protocol. Also, governmental and regulatory agencies could prohibit the use of current and/or future cryptographic protocols which could adversely impact the ability to transfer the Tokens, resulting in a significant loss of value of the Tokens.

3. SECURITY RISKS

- 3.1 *Risk of Loss of Access to Wallet:* The Tokens may be held by a User only a Token wallet that is capable of holding the Tokens. Accordingly, loss of any details required to obtain access to such wallet could result in an inability to access the User's Tokens, access to the User's Token balance and/or any initial balances in blockchains created by third parties. Your Tokens will be held in a crypto-wallet. Your crypto-wallet stores your private key and public keys. Public keys allow outside parties to transmit cryptocurrencies into your digital wallet. Private keys allow you to receive, hold, access and transfer Tokens. Accordingly, loss of requisite private key(s) associated with your wallet will result in your inability to access your Tokens, and they will be unrecoverable. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the wallet you choose to receive and store Tokens, including your own failure to properly maintain or use such wallet, may also result in the loss of your Tokens.
- 3.2 *No Assurance of Token Security:* While we believe our platform offers a high degree of security, there can be no assurance of this. The Tokens may be subject to expropriation and or/theft. Hackers or other malicious groups or organizations may attempt to interfere with the Token Electronic Contract or the Tokens in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Platform rests on an open source software, there is the risk that the Token contracts may contain intentional or unintentional bugs or weaknesses which may adversely affect the Tokens or result in the loss of Tokens, or the loss of ability to access or control the Tokens. In the event of such a software bug or weakness, there may be no remedy and Users are not guaranteed any remedy, refund or compensation.
- 3.3 *Attacks on Token Electronic Contract:* The blockchain used for the Token Electronic Contract is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Token Electronic Contract, expected proper execution and sequencing of the Token transactions, and expected proper execution and sequencing of contract computations.

4. RISKS RELATING TO PLATFORM DEVELOPMENT

- 4.1 *Risk Related to Reliance on Third Parties:* Even if completed, the Platform will rely, in whole or in part, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it including through supporting many of the key technological functions of our Platform. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet requirements, all of which might have a material adverse effect on the Platform.
- 4.2 *Dependence of Platform on Senior Management Team:* The success of the senior management team of the Platform Provider, is dependent to a large degree on the services of each member of that team. The loss or diminution in the services of any member of the senior management team or an inability to attract, retain and maintain additional senior management personnel, could have a material adverse effect on the Platform. Competition for personnel with relevant expertise is intense due to the small number of qualified individuals, and this situation may adversely impact the Platform Provider's ability to retain existing senior management and/or attract additional qualified senior management personnel, which could, in turn, have a material adverse effect on the Platform.
- 4.3 *Dependence of Platform on Various Factors:* The development of the Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial feasibility or departure of key personnel. Even if the Platform is completed, adopted and launched, the ongoing success of the Platform relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the Platform.
- 4.4 *Changes to the Platform:* The Platform is still under development and may undergo significant changes over time. Although the project management team of the Platform Provider intends for the Platform to have the features and specifications set forth in the White Paper, changes to such features and specifications can be made for any number of reasons, any of which may mean that the Platform does not meet expectations of holder of the Tokens.

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- 4.5 *Risk associated with Other Applications:* The launch of the Platform may encourage other, alternative projects with a similar business model, promoted by unaffiliated third parties, under which the Token will have no intrinsic value.
- 4.6 *Risk of an Unfavorable Fluctuation of Cryptocurrency Value:* The proceeds of the sale of the Tokens will be denominated in cryptocurrency, and may be converted into other cryptographic and fiat currencies. If the value of cryptocurrencies fluctuates unfavorably during or after the issue of any Tokens, We, in our capacity as Platform Provider may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that it intended.

5. RISKS ARISING IN THE COURSE OF THE COMPANY'S BUSINESS

- 5.1 *Risks Relating to the Commercial success of Our Platform:* The commercial success of the Platform is subject to a number of factors beyond Our control and/or the control of the Platform Provider, such as:
- 5.1.1 ability / inability to meet users' expectations regarding the functionality of the Platform;
 - 5.1.2 interest from a limited number of users;
 - 5.1.3 limited bandwidth to manage unexpected growth;
 - 5.1.4 inability to continuously adapt the business model underlying the Token to meet market needs;
 - 5.1.5 significant competition from new and existing players in this space who introduce similar platforms; and
 - 5.1.6 any other new and untested technology that underlies the Platform in the future may not function as planned.
- 5.2 *Risks Relating to the Development and Acceptance of Blockchain Networks:* The further development and acceptance of blockchain networks, including the network on which the Token is based, are part of a new and rapidly changing industry, which is subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of blockchain networks and blockchain-enabled digital representation of rights could have an adverse material effect on the utility of the Tokens. The growth of the blockchain industry in general, as well as the blockchain networks with which the Token will rely and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:
- 5.2.1 worldwide growth in the adoption and use of Bitcoin, Ether and other blockchain technologies;
 - 5.2.2 government and quasi-government regulation of Bitcoin, Ethereum and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
 - 5.2.3 the maintenance and development of the open-source software of the Bitcoin, Ethereum and other cryptocurrency networks;
 - 5.2.4 changes in consumer demographics and public tastes and preferences;
 - 5.2.5 the availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
 - 5.2.6 general economic conditions and the regulatory environment relating to cryptocurrencies; and
 - 5.2.7 a decline in the popularity or acceptance of the Bitcoin, Ethereum or other networks.

The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the Tokens.

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- 5.3 *Limited Historical Information:* We and our Affiliates are start-up companies, and, therefore have limited prior business operations, financial historical information and other business information relating to the business operations or future prospects of the group.
- 5.4 *Risk of Conflicts of Interest:* We may be engaged in transactions with related parties, including companies controlled by Us or in which We own an interest, and other Affiliates, and may continue to do so in the future. Conflicts of interest may arise between any of Our Affiliates and Us, potentially resulting in the conclusion of transactions on terms not determined by market forces.
- 5.5 *Risks Related to Invalidation of Transactions:* We and Our Affiliates may take a variety of actions relating to the business that, if successfully challenged for not complying with Applicable Law, could be invalidated or could result in the imposition of liabilities on Us. Since applicable legislation may be subject to many different interpretations, We may not be able to successfully defend any challenge brought against such transactions, and the invalidation of any such transactions or imposition of any such liability may, individually or in the aggregate, have a material adverse effect on the Platform.
- 5.6 *Risk Arising from Emerging Markets:* We may operate in several emerging markets. Emerging markets are subject to greater risks than more developed markets, including significant legal, economic and political risks. Emerging economies are subject to rapid change and the User understands that the information set out in this Token Usage Agreement and the White Paper may become outdated relatively quickly.
- 5.7 *Lack of Information:* A holder of Tokens may not be able to obtain all information it would want regarding the Token on a timely basis or at all going forward. It is possible that the holder may not therefore be aware on a timely basis of material adverse changes that have occurred which could affect the Tokens.
- 5.8 *Compliance Burden:* Our business and industry is subject to compliance with a number of laws including those relating to data protection, security, privacy, and other government- and industry-specific requirements including those that could require Us to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm Our reputation, erode user confidence in the effectiveness of Our security measures, adversely impact Our ability to attract new users, or cause existing users to stop using the Platform.

6. GOVERNMENTAL RISKS

- 6.1 *Uncertain Regulatory Framework:* The regulatory status of cryptocurrency, digital assets, blockchain technology and decentralised exchanges is unclear or unsettled in many jurisdictions. Advances in code cracking or technical advances such as the development of quantum computers may present risks to the services delivered through the Platform, which could result in the theft, loss or inaccessibility thereof. It is difficult to predict how or whether governmental authorities will regulate such technologies particularly as We believe the Platform offers several first-of-its-kind features. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptocurrency, digital assets, blockchain technology and its applications. Such changes could adversely impact the Tokens in various ways, including, for example, through a determination that the Tokens are regulated financial instruments that require registration. You should be aware that neither We nor the White Paper nor the Tokens are registered with any securities regulator in any jurisdiction including, in Hong Kong, the Securities and Futures Commission or the Hong Kong Monetary Authority or in Singapore, the Monetary Authority of Singapore. We and/or the Platform Provider (as applicable) may cease the distribution of the Tokens, the development of the Platform and/or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
- 6.2 *Failure to Obtain, Maintain or Renew Licenses and Permits.* We may require a number of permits, licenses, authorisations, consents, decrees, waivers, approvals and filings (statutory, regulatory or otherwise) to lawfully operate the business in accordance with Applicable Law (the “**Approvals**”). There is a risk that requirements for Approvals for the issue of Tokens through the Platform or otherwise may be adopted in the future and may relate to Us. In this case, the business will depend on obtaining such required Approvals, the continuing validity of such Approvals and Our compliance with their terms. Regulatory authorities will exercise considerable discretion in the timing of Approval issuance and renewal and the monitoring of Our compliance with the terms of such Approvals. Requirements which may be imposed by these authorities and which may require Us and/or the Platform Provider to comply with numerous standards, recruit qualified personnel, maintain necessary technical equipment and quality control systems, monitor operations, maintain appropriate filings and, upon request, submit appropriate

information to the licensing authorities, may be costly and time- consuming and may result in delays in the commencement or continuation of operation of the Platform. Further, private individuals and the public at large may possess rights to comment on and otherwise engage in the Approval process, including through intervention in courts and political pressure. Accordingly, the Approvals We may need may not be issued or renewed, or if issued or renewed, may not be issued or renewed in a timely fashion, or may involve requirements which restrict Our ability to conduct operations or to do so profitably.

- 6.3 *Risk of Government Action:* The industry in which We operate is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine Our operations and/or pursue enforcement actions against Us. All of this may subject Us and/or the Platform Provider to judgments, settlements, fines or penalties, or cause Us to restructure Our operations and activities or to cease offering certain products or services, all of which could harm Our reputation or lead to higher operational costs, which may in turn have a material adverse effect on the Tokens and/or the development of the Platform.
- 6.4 *Risk of Burdensomeness of Applicable Laws, Regulations, and Standards:* Failure to comply with Applicable Law or the findings of government inspections, or increased governmental regulation of Our operations, could result in substantial additional compliance costs or various sanctions, which could materially adversely affect Our business and the Platform. Our operations and properties are subject to regulation by various government entities and agencies, in connection with ongoing compliance with Applicable Law. One example is a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm our reputation, erode user confidence in the effectiveness of our security measures, negatively impact our ability to attract new users, or cause existing users to stop using our Platform. Regulatory authorities exercise considerable discretion in matters of enforcement and interpretation of Applicable Law. Respective authorities have the right to conduct periodic inspections of Our operations and properties throughout the year. Any such future inspections may conclude that We have violated laws, decrees or regulations, and We may be unable to refute such conclusions or remedy the violations. Our failure to comply with existing laws and regulations or the findings of government inspections may result in the imposition of fines or penalties or more severe sanctions or in requirements We cease certain business activities, or in criminal and administrative penalties applicable to Our officers. Any such decisions, requirements or sanctions, or any increase in governmental regulation of respective operations, could increase Our costs and have a material adverse effect on the business and the Platform.
- 6.5 *Unlawful or Arbitrary Government Action:* Governmental authorities may have a high degree of discretion and, at times, act selectively or arbitrarily, without hearing or prior notice, and sometimes in a manner that is contrary to law or influenced by political or commercial considerations. Moreover, governmental authorities also have the power in certain circumstances, by regulation or government act, to interfere with the performance of, nullify or terminate contracts. Unlawful, selective or arbitrary governmental actions have reportedly included the denial or withdrawal of licenses, sudden and unexpected tax audits, criminal prosecutions and civil actions. Federal and local government entities have also used common defects in matters surrounding a Token issue as pretexts for court claims and other demands to invalidate or to void any related transaction, often for political purposes. In this environment, Our competitors may receive preferential treatment from the government, potentially giving them a competitive advantage over Us.
- 6.6 *Risks Relating to Taxation:* The tax treatment of acquisition of Tokens (through purchase or otherwise) is uncertain and there may be adverse tax consequences for acquirers. Each acquirer must seek its own tax advice in connection with the purchase of Tokens. The acquisition of Tokens may result in adverse tax consequences to acquirers, including withholding taxes, income taxes and tax reporting requirements. Each acquirer should consult with and must rely upon the advice of its own professional tax advisors with respect to the tax treatment of the acquisition of Tokens.

7. RISKS RELATING TO THE PLATFORM TOKEN ISSUANCE PROCESS

- 7.1 *Risks Relating to the Platform Token Issuance Process:* You are subject to certain risks as a result of the Platform Token Issuance process. You understand that these risks include the fact that You may not be able to acquire and/or hold any Tokens if among other things, We believe you are a Restricted Person or that a Regulatory Event has occurred.

8. RISKS RELATING TO DIGITAL COLLECTIBLES

- 8.1 *Limited information; No independent investigation:* There may be limited information available on the origin of the digital collectibles available for sale on the Platform and no independent investigation done on various aspects of the digital collectibles. Users should note that unlike financial assets, there is no standardised diligence methodology for a digital collectible. There is no assurance being given by the Platform or any Third Party that the digital collectibles are not forgeries or fakes or unauthorised copies. We have not undertaken and will not undertake any investigations, searches or other actions to fully verify all relevant details in respect of the digital collectibles. The Platform will not evaluate the claims of a potential purchaser against a creator, resolve disputes between a creator and a purchaser or offer refunds on digital collectibles purchased through the Platform.
- 8.2 *No standardised art valuation methodology:* Investors should note that unlike financial assets, there is no standardised valuation methodology for digital collectibles. Standards for valuation are ambiguous and little consensus exists about how to conduct a valuation of digital collectibles. While we expect that our Platform will enable genuine price discovery in relation to the value of a digital collectible, users should not that any price estimate there will depend on valuations, projections, forecasts and estimates that could be speculative in nature, and it can be expected that some or all of the underlying assumptions may differ or may prove substantially incorrect. Therefore, there can be no assurance that the price at which a digital collectible is sold on the Platform either as part of an initial sale or a resale will genuinely reflect its value.
- 8.3 *No assurance in relation to completion of digital collectibles:* There can be no assurance that any creator of a digital collectible that has been prefunded or otherwise supported under the Patron program will actually complete the creation process in time or at all or in the manner expected.

EXHIBIT 3 –ISSUANCE PROCEDURES FOR PLATFORM TOKENS

1. Process for Purchase of paid Platform Tokens-Payment Information

- 1.1 Payment for the purchase of Platform Tokens from Us shall take place on such terms as shall be agreed between You and Us at the relevant time.
- 1.2 We may facilitate the sale of certain Other Tokens through purchase and resale from time to time and in such a scenario, payment for the purchase of the Other Tokens from Us shall take place on such terms as shall be agreed between You and Us at the relevant time.

2. Process for Purchase of paid Platform Tokens-Additional Information

- 2.1 To purchase the Platform Tokens, We may require a User to complete Our KYC process including:
 - 2.1.1 submitting any required documentation to our service providers; and
 - 2.1.2 await verification.
- 2.2 Users are reminded that given the complexity of the KYC process, if we exercise our discretion to conduct verification, the verification may fail or be delayed and that they can only purchase the Platform Tokens once the verification process has been completed.
- 2.3 We reserve the right to refuse or cancel purchase requests for Platform Tokens at any time in Our sole discretion, including cases when
 - 2.3.1 the information provided by User upon any requests is not sufficient, inaccurate or misleading;
 - 2.3.2 a User is believed to be a Restricted Person; or
 - 2.3.3 a User has not complied with any of the requirements of the Platform.
- 2.4 In the case specified in Clause 2.3 hereof, We may, at Our sole discretion, either:
 - 2.4.1 retain all the funds paid by the respective payer if required by Applicable Law; or
 - 2.4.2 refund to the payer of the funds in accordance with Clause 6 hereof.

3. Bonus Programs and Airdrops

- 3.1 Certain Users may be eligible to receive Platform Tokens at no payment ("**Bonus Tokens**") including additional Platform Tokens based on their existing holding of Platform Tokens or other eligibility criteria as detailed in our White Paper.
- 3.2 We may launch different bonus programs enabling different persons to receive the Bonus Tokens. Different bonus programs may be launched for the benefit of different persons.
- 3.3 Programmes for the issue of Bonus Tokens may be additive.
- 3.4 Bonus Tokens may also be issued in fractional components of Platform Tokens.

4. Receipt of Platform Tokens by Users

- 4.1 You can only receive the Platform Tokens in a wallet that is capable of holding the Platform Tokens.

5. Stop of Distribution Process

- 5.1 We reserve a right in an emergency to stop the process of distribution of the Platform Tokens in limited situations, such as, but not limited to:
- 5.1.1 detection of a serious security issue;
 - 5.1.2 serious network performance issue, depriving all users of equal treatment;
 - 5.1.3 any type of material attack on the Platform Tokens, the Platform, The Site or the cryptocurrency networks;
 - 5.1.4 the occurrence of a Regulatory Event; or
 - 5.1.5 We believe that you are a Restricted Person.

6. Refund of Payments

- 6.1 We are entitled, at Our discretion (including for the avoidance of doubt, the occurrence of a Regulatory Event), to perform a refund of payment (partially or in full) made by a person in favour of Us in order to acquire the Platform Tokens ("**Refund Receiver**").
- 6.2 We are not obliged to make a refund of payments in the same amount and same type of cryptocurrency received from You and may make a refund in such digital form and through such digital means that we choose at Our discretion. For the avoidance of doubt, the price of any cryptocurrency received by Us shall not be set in fiat currency and We are under no obligation to the refund the fiat currency equivalent of any cryptocurrency received by Us.
- 6.3 If we elect to make payments in a cryptocurrency, the Refund Receiver shall only receive refund payments into a wallet that is capable of receiving that cryptocurrency and We will not be liable for any delay or failure to make refund where the delay or failure results from failure of the Refund Receiver to maintain such a wallet.
- 6.4 Any refunds made in favor of the Refund Receiver will be reduced by an amount of any expenses that We have incurred or may incur in future in this regard, including any exchange fees, bank fees, agency and brokerage fees, taxes, charges, fees for blockchain transactions including gas fees, etc.

7. Changes to Sale and Distribution procedures

- 7.1 We reserve the right to amend the terms and conditions of the Platform Token Issuance set out therein, at Our sole discretion, at any time.
- 7.2 We shall publish a notice on The Site to inform Users of any material changes to the terms and conditions of the Platform Token Issuance as soon as reasonably practicable. It is Your responsibility to regularly check The Site for any such notices.

EXHIBIT 4 – LIST OF TOKENS

1. Platform Tokens

- 1.1 Such Platform Tokens that are set out in the list of Platform Tokens made available by way of an Important Notice.

2. Other Tokens

- 2.1 Such Other Tokens that are set out in the list of Other Tokens made available by way of an Important Notice.