

*This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.*

## **ADH Sale Terms and Conditions**

IMPORTANT LANGUAGE DISCLAIMER – IN ORDER TO AVOID ANY POTENTIAL TRANSLATION INCONSISTENCIES WHICH MAY BE OUT OF THE COMPANY FOUNDATION CONTROL, THE TERMS AND CONDITIONS ARE ONLY AVAILABLE IN ENGLISH. IF YOU ARE UNABLE TO UNDERSTAND THE LANGUAGE, PLEASE SEEK THE ASSISTANCE OF A PROFESSIONAL TRANSLATOR BEFORE CONTINUING.

-----Chinese language disclaimer -----

如果您无法阅读或理解英文，请寻找一个专业的翻译人员帮助您。

-----Russian language disclaimer -----

Если вы не можете читать и понимать Английский язык, обратитесь к профессиональному переводчику

-----Filipino language disclaimer -----

MAARI PONG HUMINGI NG TULONG SA ISANG BIHASANG TAGASALIN KAPAG NAHIHIRAPAN O DI MAKAINTINDI NG WIKANG INGLES.

-----Indonesian language -----

JIKA ANDA TIDAK BISA MEMBACA DAN MEMAHAMI BAHASA INGGRIS, MINTALAH BANTUAN DARI AHLI PENTERJEMAH

-----Hebrew language disclaimer ----- אם אינך יכול לקרוא ולהבין אנגלית אנא פנה למתרגם מקצועי

IMPORTANT WARNING: IF YOU ARE UNDER LEGAL AGE (MINIMUM AGE OF 18 OR, IN SOME CASES, AGE OF 21, ACCORDING TO YOUR JURISDICTION), YOU ARE PROHIBITED FROM ADHIVE TOKEN PURCHASE DURING THE “TOKEN SALE” AND REQUESTED TO LEAVE THE WEBSITE AT ONCE.

IMPORTANT WARNING: IF YOU ARE NOT IN FULL CONTROL OF YOUR MENTAL POWERS, OR YOU ARE UNDER THE INFLUENCE OF ALCOHOL, PSYCHOTROPIC OR NARCOTIC SUBSTANCES, YOU ARE PROHIBITED FROM ADHIVE TOKEN PURCHASE DURING THE “TOKEN SALE” AND REQUESTED TO LEAVE THE WEBSITE AT ONCE.

IMPORTANT WARNING: DO NOT PURCHASE ADHIVE TOKENS DURING “TOKEN SALE” IF YOU ARE A CITIZEN, RESIDENT OR REPRESENTATIVE OF ANY LEGAL ENTITY OF THE REPUBLIC OF CHINA, THE UNITED STATES, THEIR TERRITORIES OR POSSESSIONS OR ANY OTHER JURISDICTION FORBIDDING CRYPTOGRAPHIC TOKENS PURCHASE DURING THE TOKEN CROWD-SALES (INITIAL COIN OFFERINGS).

IMPORTANT WARNING: DO NOT PURCHASE ADHIVE TOKENS DURING “TOKEN SALE” IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKEN AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASE AMOUNTS DURING THE “TOKEN SALE” ARE NON-REFUNDABLE AND NO ALLOCATION OF TOKEN CAN BE ASSURED OR WARRANTED BY THE COMPANY. ONLY THOSE WHO WON'T PASS KYC WILL BE REFUNDED.

BY PURCHASIND ADHIVE TOKENS DURING THE “TOKEN SALE” YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY AND ENTIRELY REVIEWED THE TERMS AND FULLY UNDERSTAND THE RISKS, POTENTIAL COSTS, AND BENEFITS OF PURCHASING ADHIVE TOKENS AND YOU EXPLICITLY AGREE TO BE BOUND BY THESE TERMS

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IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISOR(S).

## **1. INTRODUCTION**

These terms and conditions (hereinafter the “Terms”) is published on the Website being [adhive.tv](http://adhive.tv) constitute the legal relationship and agreement between you, a legal entity or individual person, (hereinafter – “you” or the “Purchaser” individually and “Purchasers” collectively), and the AdHive Platform OÜ (hereinafter - the “Company” or “AdHive”), in respect of your Purchase Amounts (“hereinafter – the Purchase Amounts”), receiving and holding the AdHive Tokens (“hereinafter – “ADH”) (as they are described in Paragraph 3 of this Terms), ADH purchase and your use of the Website.

## **2. THE TOKEN SALE**

The “Token Sale” (hereinafter - “Token Sale” or the “TS”) refers to the period specified on the Website, during which the Company will be receiving Purchase Amounts from Purchasers in BTC or ETH, sent to the Company in exchange for ADH according to the current exchange rate. The main goal of the TS is the crowdfunding for financing the AdHive project that is more detailed specified in the White Paper of the project.

ADH purchase during the TS is voluntary. No person will be deemed as committed or obliged to purchase ADH during the TS or visiting the Website, registering himself/herself with the Website, requesting or reading any materials (such as this Terms or the White Paper) made available by the Company or communicating with the Company in any manner.

By clicking the “I Accept” button or checking the checkbox presented with the Terms, you are, out of your own free will, agreeing that you are purchasing ADH during the TS under the Terms set forth in detail in this document and White Paper at your own risk. If you are purchasing ADH during the TS for another entity or any third party, such as the company you work for or represent, you hereby warrant that you have legal authority to bind that entity to these Terms as set forth in this document.

By purchasing ADH during the TS, you expressly agree to all of the Terms set forth in this document. If you do not understand or do not agree to the Terms, you should not purchase ADH.

By purchasing ADH Tokens during TS, you give your consent to the processing of your personal details by AdHive partner who provide the latter the services aimed at assisting AdHive in performing Customer Due Diligence procedures required by anti-money laundering and countering the financing of terrorism regulations that are applicable to AdHive (the “KYC Data Processor”) and their transmission to third parties for the purpose of complying with the AdHive Anti-Money Laundering and Know Your Customer Policies. As KYC Data Processor AdHive appoints the following company:

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DATA DEPOT ASIA PTE.LTD, a Singapore limited company (company number 201713091C) having its registered address at Block79 @ Launchpad 79 Ayer Rajah Crescent, 05#08 Singapore, 139955.

### **3. DESCRIPTION OF LEGAL NATURE OF ADH TOKENS**

ADHs are the cryptographic tokens that serve as a proof of token purchase during the TS and gives the opportunity to obtain services and products using the ADHs (after the end of TS), as described in the White Paper. During the TS, the ADHs are sent by the Company to the Purchaser's AdHive wallet in exchange of Purchase Amounts according to the current exchange rate specified by the Company on the Website. By nature, AdHive Token is NOT and shall in NO case be understood, deemed, interpreted or construed as:

- (a) any kind of currency or money, whether fiat or not;
- (b) equity interest, voting or non-voting securities (or its like) in, or claims against, the Company or any other entity in any jurisdiction;
- (c) equity or debt investment of any kind in any venture;
- (d) stocks, bonds or stocks, bonds or any securities/class of securities;
- (e) any form of financial derivatives;
- (f) any commercial paper or negotiable instrument;
- (g) any form of investment contract between the relevant holder and any other person;
- (h) any commodity or asset that any person is obliged to redeem or purchase; or
- (i) any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person.
- (j) the rights under the price difference (margin) contract or any other contract whose purpose or its intended purpose is to ensure profit or avoid losses;
- (k) structural units in the collective investment mechanism / the institution of joint investment
- (l) structural units (units) in the trust unit investment fund / in the trust investment fund.

The Company might predict the growth of the ADH rate that could be specified in the White Paper, on the Website or other materials provided by the Company, or even orally. However, such prediction should not be in any way perceived as a promise for such growth, promise of profit or proposal for investment.

### **4. RISKS OF TOKEN PURCHASE DURING THE TOKEN SALE**

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Purchasing ADHs during the TS carries significant financial risk. This document is not, under any circumstances, a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.

The Company believes that there are numerous risks involved in the development, maintenance and running of AdHive, many of which are beyond the control of the Company. Each Purchaser should peruse, comprehend and consider carefully the risks described below in addition to the other information stated herein before deciding to purchase ADH during the TS.

Purchasing ADH during the TS shall be an action based upon prudent decision and will be deemed as the relevant Purchaser having been fully aware of and agreed to take all the risks below:

- **Risk of abandonment / lack of success**

The creation and issue of the ADHs and the development of the AdHive may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). You therefore understand and accept that there is no warranty or assurance that, even if the AdHive is partially or fully developed and launched, you will receive any benefits through the ADHs that you hold;

- **Regulatory Measures**

Crypto-tokens are being, or may be, overseen by the regulatory authorities of various jurisdictions. The Company may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with the TS, the AdHive development or the ADHs.

The development, marketing, promotion or otherwise of the AdHive or the TS may be seriously affected, hindered or terminated as a result. And since regulatory policies could change from time to time, existing regulatory permission or tolerance on the AdHive or the TS in any jurisdiction could be just temporary. ADH could be defined from time to time as virtual commodity, digital asset or even securities or currency in various jurisdictions and therefore could be prohibited from being traded or held in certain jurisdictions pursuant to local regulatory requirements;

- **Cryptography**

Cryptography is evolving and cannot guarantee absolute security at all times. Advances in cryptography, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems including the ADHs. This could result in the theft, loss, disappearance, destruction or devaluation of the ADHs held by any person. To a reasonable extent, the Company will be prepared to take proactive or remedial steps to update the protocol underlying the ADHs in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. The future of cryptography or security innovations is unpredictable while the Company will try its best to accommodate the continuing changes in the domains of cryptography and security;

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- **Development Failure or Abortion**

The AdHive project is still in the process of development, rather than a finished product ready to launch. Due to the technological complexity of the AdHive system, the Company could be faced with unforeseeable and/or insurmountable difficulties from time to time. Accordingly, the development of the AdHive could fail or abort at any time for any cause (including insufficiency of funds). The development failure or abortion would result in non-availability of the purchased ADHs for TS to any Purchaser;

- **Theft of Token Sale proceeds**

There may be attempts to steal the TS proceeds received by the Company (including the fiat currency amount converted therefrom). Such a theft or attempted theft may impact the ability of the Company to fund the development of the AdHive. While the Company will adopt cutting-edge technical solutions to keep the TS proceeds safe, certain cyberthefts could be hardly unpreventable;

- **Flaws in Source Code**

Nobody can guarantee the source code of the AdHive to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaws, if any, would compromise the usability, stability, and/or security of the AdHive and consequently bring adverse impact on the value of ADHs. Open source codes rely on transparency to promote community-sourced identification and solution of problems within the code. The Company will work closely together with the community to keep improving, optimizing and perfecting the source code of the AdHive onwards;

- **Cyber Attacks**

There is a risk for cyber-attacks from time to time. Such attacks will adversely affect, stagnate or paralyze the network of the AdHive system or related software systems, which might negatively affect the AdHive and ADHs in unpredictable way. Each Purchaser shall take care of the security of his/her registered email and registered account throughout by taking such actions as: (i) using a highly secure password; (ii) refraining from opening or responding to any scam emails; and (iii) keeping strictly confidential all the secret or personal information about himself/herself;

- **Loss or Destruction of the Private Key of ADH Wallet**

The loss or destruction of a private key required to access ADH Wallet may be irreversible. ADHs are controllable only by possessing both the relevant unique public and private keys through the local or online ADH wallet. Each Purchaser is required to safeguard the private keys contained in his/her own ADH wallet(s). Where such private key of a Purchaser is lost, missing, divulged, destroyed or otherwise compromised, neither the Company nor anyone else will be able to help the Purchaser access or retrieve the related ADHs;

- **The ADH's depreciation and inflation**

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No one, including the Company, can predict with absolute accuracy where the token rate will go. The possible inflation of ADHs could lead to the drop of market price, and consequently ADHs holders (including the Purchasers) could suffer economic losses. It is not guaranteed that a Purchaser or ADH holder would be compensated or made good somehow for the ADH inflation;

- **Liquidity**

ADH is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit. The circulation and trading of ADHs on the market are not what the Company is responsible for or pursues. Trading of ADHs merely depends on the consensus on its value between the relevant market participants.

Nobody is obliged to redeem or purchase any ADHs from any ADHs holder (including the Purchaser). Nor does anyone guarantee the liquidity or market price of ADH to any extent at any time. To divest his/her ADH portfolio, a ADH holder would have to locate one or more willing buyers to purchase the same at a mutually agreed price, which attempt could be costly and time-consuming and does not necessarily bear fruit. And there could be no crypto-currency exchange or other marketplace having ADH listed thereon for trading;

- **Price Volatility**

Cryptographic tokens, if traded on public markets, usually have extremely volatile prices. Fluctuations in price over short periods of time frequently occur, which price may be denominated in Bitcoin, Ether, US Dollars or any other crypto or fiat currency.

Such fluctuations could result from market forces (including speculations), regulatory changes, technical innovations, availability of exchanges and other objective factors and represent changes in the balance of supply and demand.

The Company is not responsible for any secondary market trading of ADHs, no matter whether or not there would be such markets for ADHs.

Therefore, the Company neither is obliged to tame the price volatility of ADHs nor cares about that. The risks associated with ADHs trading price have to be taken by the ADHs traders themselves;

- **ADH is not allowed for exchange before the end of Token Sale**

In addition to the risk described above, you must be aware that the ADH is not allowed for exchange or secondary market trading before the end of the TS, i.e. this means that you will not have possibility to exchange or sell the ADH before the end of period designated by the Company on the Website, and if, ignoring this fact, you plan to do this, you should keep in mind that this is impossible;

- **Use of ADHs in restricted activities by third parties**

Programs or websites banned or restricted in certain jurisdictions, such as gambling, betting, lottery, sweepstake, pornography and otherwise, could accept different crypto-currencies or

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tokens in their operation. The regulatory authorities of certain jurisdictions could accordingly take administrative or judicial actions against the very programs or websites or even the developers or users thereof. The Company neither intends nor is able to act as a censor to scrutinize to any extent any program or website that uses ADHs with such goals. Therefore, any punishment, penalty, sanction, crackdown or other regulatory effort made by any governmental authority may more or less frighten or deter existing or potential users away from using and holding the ADHs, and consequently bring material adverse impact on the prospect of the ADHs.

- **No guarantee of growth of the ADH rate**

The Company might predict the growth of the rate of the ADH that could be specified in the Whitepaper, on the Website or other materials provided by the Company, or even orally. However, such predictions could be incorrect, because they are based only on the subjective point of view of Company's specialists and, therefore, the growth of the rate of ADH could not be guaranteed in any way. Taking into account that the Company do not issue and propose ADHs as an object for investments or speculative trading, some Purchasers, on their own discretion, could decide to obtain the AdHive Tokens for speculative means orienting on the Company's predictions of growth of the rate of ADH. However, it could happen that the rate of ADH drops or remains on the same level, that might lead to Purchasers financial losses.

## **5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

5.1. By purchasing ADH during the TS, you further represent and warrant that:

- a) you have a good understanding of the usage and intricacies of cryptographic token based on ETH (ERC 20 based standard), you have familiarize yourself with the smart contract (at the link available on the Website) and understand its contents;
- b) you are of legal age, you are not a politically exposed person and are legally permitted to purchase cryptographic tokens and have verified that by doing so you are not violating any law in your jurisdiction and you agree and warrant that you are solely responsible if any such law or laws are violated;
- c) you understand the legal nature of ADH, described in the Paragraph 3 of this Terms;
- d) when performing the Purchase Amounts, you do this by your own will, you are sane and in full control of your mental powers, you are not under the influence of alcohol, psychotropic or narcotic substances, and nobody has influence on your mind. You have all necessary rights, permissions and capacity, and equally all the rights and powers necessary and sufficient for purchasing ADH during the TS, making transfers of Purchase Amounts or receiving and holding ADHs. You are not under the influence of delusion, deceit, violence, threat, willful arrangement;
- e) you fully understand and accept all risks of purchasing ADH during the TS, described in Paragraph 4 above, under the text of the Terms or White Paper;

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- f) if you are a representative of a legal entity, you represent and warrant that you have obtained all necessary permissions of the regulating body of the legal entity and state authorities, if applicable and needed in your jurisdiction for purchasing ADH during the TS;
- g) you waive your right to participate in a class action lawsuit or a class-wide arbitration against any person or entity involved with the TS or with the Company;
- h) you understand that the purchasing ADH during the TS carries significant financial risk, and may carry regulatory and other risks according to your jurisdiction, and that you take sole responsibility for any restrictions and risks associated with the TS as set forth below;
- i) you do not purchase or and will not exchange the ADH for the purpose of activities forbidden by local or international laws and regulations (including, but not exclusively – fraud, money laundering, financing of terrorism, etc.), or for any illegal purpose within your jurisdiction;
- j) you understand that purchasing ADH during the TS does not involve the purchase of shares or equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction;
- k) you understand that there is no warranty whatsoever on the ADH, express or implied, to the extent permitted by law, and that it remains in the Company's discretion to adopt or not to adopt the smart contract proposal and the allocation proposal of ADH as deployed by the Company, and that ADHs are on an "as is" basis;
- l) you understand that you bear the sole responsibility to determine if your Purchase Amount transferred to the Company, the creation, use or ownership of ADH, the potential appreciation or depreciation in the value (if any) of the ADH over time, the sale and purchase of the ADH and/or any other action or transaction related to the Company or the AdHive have tax implications for you.
- m) you further agree to accept sole risk for your ADH purchase during the TS. You also recognize and accept that the AdHive is continuously being developed and may undergo significant changes over time subject to Company's decisions.
- n) you understand and confirm, that any statements about the growth of the rate of ADH are just a predictions of the potential growth, and not a promise of such growth of the rate of ADH, not a promise of profit and not a proposal for investment.
- o) you have a deep understanding in dealing with cryptographic tokens and blockchain-based software systems;
- p) you understand that ADH Tokens are not being offered or distributed to, as well as can not be resold or otherwise alienated by their Purchasers and holders to citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the Republic of China, the United States, their territories or possessions, or in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable



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laws or regulations, or will become so prohibited or restricted at any time after the Terms becomes effective (the "Restricted Territories").

- q) you understand and confirm that ADH Tokens are not allowed to be purchased by the persons from the Restricted Territories;
- r) you will not forge, or otherwise manipulate any personal or non-personal data requested by AdHive or KYC Data Processor in the process of the User's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by AdHive in the event when such necessity arises in connection within the requirements of AML and KYC frameworks of AdHive or in accordance with the applicable law.

5.2. By using the Website and purchasing ADH Tokens during the TS, you further represent that you are:

- a) NOT a citizen of the Restricted Territories;
- b) NOT a corporation, partnership or other legal entity formed under the laws of the Restricted Territories;
- c) NOT an agency, branch or office, located in the Restricted Territories, of a corporation, partnership or other legal entity that was formed under laws other than those of the Restricted Territories;
- d) NOT a trust of which any trustee is described in (a), (b) or (c) above;
- e) NOT a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;
- f) NOT a member of any branch of the military of the Restricted Territories;
- g) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or (f) above.

AdHive reserves the right in case of violation of present Terms or under the request of respective state authorities to block the IP addresses from the Restricted Territories. AdHive reserve the right to refuse or cancel the ADH Token purchase requests at any time at our sole discretion when the information provided by the Purchasers within the KYC procedure is not sufficient, inaccurate or misleading, or the Purchaser is deemed to be a person from the Restricted Territories.

## **6. APPLICABLE JURISDICTION AND DISPUTE RESOLUTION PROCEDURE**

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This Terms are regulated by the laws of Estonia. However, each Purchaser should pay particular attention to the fact that AdHive and ADHs lie in cyberspace only without physical presence and hence do not fall within or pertain to any specific jurisdiction.

It means that the TS is initiated and takes place worldwide, is not linked to any specific jurisdiction, and the Purchasers may be from any jurisdiction in the world (except for the Restricted Territories as specified in section 5 above).

All disputes are considered by the parties by sending a written claim in electronic form by e-mail. If the dispute is not resolved during two months from the date of its initiation parties could apply to the arbitration court according to applicable legislation.

## **7. TAXATION**

The Company makes no representations concerning the tax implications of purchasing ADH during the TS, paying Purchase Amounts, or receiving and holding ADHs.

You bear the sole responsibility for determining or assessing the tax implications of your ADH purchase during the TS, Purchase Amounts or receiving and holding ADHs in all respects and in any relevant jurisdiction.

By purchasing ADH during the TS, paying Purchase Amounts, or receiving and holding ADHs, to the extent permitted by applicable law, you agree that no other party (including, without limitation the Company) may be held liable for any loss arising out of, or in any way connected to, any tax liability you may incur in connection with your ADH purchase during the TS, Purchase Amounts, or receiving and holding ADHs.

## **8. PRIVACY**

If otherwise is not required by any legislation that might be applicable, the Company will not publish or disclose any identifying information relating to you without your prior written consent except the cases when such information have to be provided to state authority of any jurisdiction under official request.

Purchasers may be contacted by the Company regarding the TS before, during and after the TS.

The Company may request additional information from Purchasers if such information is required by applicable laws or required to provide any technical support requested by the Purchaser.

## **9. INTELLECTUAL PROPERTY**

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The content and information on the Website and White Paper are the property of the Company or other parties. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. The Website is to be used by the Purchasers only. You, the Purchaser, are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only.

All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website or White Paper shall vest in and remain property of the Company. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach these Terms.

## **10. ANTI-MONEY LAUNDERING**

The Company reserves the right to conduct “Know your customer” and “Anti-Money Laundering” checks on Purchasers if it becomes required by the applicable laws.

The Company has the right to refuse accepting the Purchase Amounts from Purchasers that, according to the information available to the Company, are suspected in using the TS with the aim of money laundering, terrorism financing or any other illegal activity. In addition, the Company has the right to use any possible efforts for preventing the money laundering and terrorism financing, such as block of the Purchasers ADH wallet, disclosing any information about such Purchaser to the state authorities on their request, etc.

## **11. FORCE MAJEURE**

The Company is not liable in any way for failure to perform due to any force majeure event, such as fire, floods, earthquake, war, military actions of any kind, blockade, embargo on exports or imports, or other force majeure circumstances as they are designated in any applicable jurisdiction. By purchasing ADH during the TS, transferring Purchase Amounts, or receiving and holding ADHs, to the extent permitted by applicable law, you agree that no other party (including, without limitation the Company) may be held liable for any loss arising out of, or in any way connected to, any force majeure event.

In the case of force majeure the time stipulated for the fulfilment of the obligations under the Terms shall be extended for the period equal to that during which such circumstances and their consequences will remain in force.

## **12. COMPLETE AGREEMENT**

These Terms together with the White Paper and other documents that might be published from time to time on the Website, set out the entire understanding between each Purchaser and

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the Company in relation to your ADH purchase during the TS, Purchase Amounts, or receiving and holding ADHs.

To the extent this document conflicts with the Website or any other document, including but not limited to the White Paper, this document prevails.

To the extent that these Terms, the White Paper any terms and conditions that might be published from time to time on the Website conflict with translated copies, the English version prevails.

If any provision of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

This Terms come into force from the moment of the beginning of the TS.

The Company has the right to change any conditions of this Terms on Company's sole discretion in any time with notification about such changes on the Website.

### **13. NO WAIVER**

The failure of Company to require or enforce strict performance of any provision of these Terms or Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of Company's right to assert or rely upon any such provision or right (or any other provision and/or right contained this document in its entirety, as the case may be) in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these Terms or be legally binding.

### **14. LIMITATION OF LIABILITY**

Usage and receiving Tokens may carry financial risk. You acknowledge and agree that the Company or its representatives will not be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any financial losses even if the Company or its representatives are advised of the possibility of such losses, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

- (a) your ADH purchase during the TS, transferring Purchase Amounts or receiving and holding ADHs;
- (b) any access, the use of, or inability to access or use, the Website;

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- (c) your reliance on or use of or inability to use the content and information of the Website or any linked website;
- (d) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;
- (e) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website;
- (f) unauthorized access to or alteration of your transmissions or data;
- (g) statements or conduct of any third party on the Website; or
- (h) any other matter relating to the Website.

## **15. FORWARD LOOKING STATEMENTS**

This Terms, the Website, the White Paper and any other information provided by the Company or its' representatives in writing or orally may include forwardlooking statements. Often, but not always, forwardlooking statements can be identified by the use of words such as "believes," "expects," "does not expect," "is expected," "targets," "outlook," "plans," "eta", "scheduled," "estimates," "forecasts," "intends," "anticipates" or "does not anticipate" or variations of such words and phrases or statements in different languages that certain actions, events or results "may," "could," "would," "might" or "will" be taken, occur or be achieved. Forwardlooking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by the forwardlooking statements. Although the Company believes it has a reasonable basis for making these forwardlooking statements, you must not place undue reliance on such forwardlooking information. By its nature, forwardlooking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forwardlooking statements will not occur.

[NO CONTENT BELOW]