

## TERMS OF TOKEN SALE

*Last updated: January 16, 2018*

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS TOKEN SALE, DO NOT PURCHASE TOKENS.

This document acts as an agreed upon Terms of Token Sale (“Terms”) between you (“Purchaser”, “User”, “you”) and Crypterium OU, registered in the Republic of Estonia with the company number 14352837 and registered office address Parnu mnt 141, pk 59, 11314 Tallinn, Estonia (“Crypterium”, “Company”, “we”, “us”). Each of you and the Company are a “Party”, and together the “Parties.” You accept these Terms when you purchase Crypterium’s CRPT tokens (“CRPT Tokens”, “Tokens”).

CRPT tokens is usual digital product (digital goods, digital commodities), developed by the Company as variety of digital tokens, specified by standard Ethereum ERC20 Token Standard (ERC20). The existence of this good maintains by smart contract developed by the Company and Ethereum blockchain developed by third parties. The Purchaser states that he knows all the aspects of such goods. The CRPT Tokens can be issued by the Company only once during token sale period and within the limits stipulated by token sale, i.e. no more than 300 000 000 items (including 18 digits displayed to the right of the decimal point). CRPT Tokens issuance is technically impossible after token sale neither for the Company nor for any other persons including the developers of Ethereum. CRPT Tokens functions are determined by standart ERC20 and possibilities included into smart contract CRPT tokens of the Company – this is, for example, receiving and storing, termination (“burning”), transfer to the other user of Ethereum. Some of those mentioned above of others sphere of application of CRPT Tokens may appear in course of time – upon an initiative of the Company or without the participation and intention of the Company in accordance with blockchain technology. Since the moment of receiving of CRPT Tokens by the Purchaser into its ownership for the aim of individual usage, the Company losses the possibility as well as instruments of full influence on CRPT Tokens – since that moment CPRT Tokens are considered to be Purchaser’s property, and the deal on the creative and transfer of such property form the Company to the Purchaser is considered to have been paid and legally closed. CRPT Tokens are proposed for utilitarian usage in the capacity of service fee payment only (“Gas”, “Transactional gas”) in other independent product of the Company – Crypterium platform and its derivatives (“Platform”). Transactional gas in the capacity of CRPT Tokens is necessary to the Crypterium system for making and confirmation of transactions. Usage of Platform, including, but not limited to usage of CRPT Tokens in Platform are guided by separate agreements with Crypterium users. Crypterium project will be issued in 2018. Company reserves the right to amend any of Platform features announced during token sale if ground of such amendments are insuperable and they could not be prevented by the Company. For example, the reason for such a correction could be legislation amendments, court decisions, amendments into politics of credit organizations and payment systems. So, CRPT Tokens product is one of the type of permanent tickets (certificates, coupons) for making of specified transactions on Platform in the future. That is why repeated usage of one and the same CRPT Tokens for payment of Gas is not permitted. The

token sale is the form of pre-order for usage of Platform. Blockchain was determined as database for keeping of data about release of good, its movement and redemption due to the fact of its reliability (permanence guaranteed by decentralizing) and popularity. Purchase of CRPT Tokens is subject to these Terms.

By purchasing CRPT Tokens from us, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact a CRPT Tokens sales team at [support@crypterium.io](mailto:support@crypterium.io).

You and the Company agree as follows:

**1. Purchase of CRPT Tokens.** Subject to the Terms of Service and these Terms, the Company agrees to sell to you and you agree to purchase from Company a specific number of CRPT Tokens at the price listed on [tokensale.crypterium.io](http://tokensale.crypterium.io) (“Site”) depending on the time of purchase.

## **2. Scope of Terms.**

(a) Unless otherwise stated herein, these Terms govern purchase of CRPT Tokens from the Company during sale period from October 31, 2017 to January 13, 2018 (“Sale Period”) or until a hard cap as provided in White Paper is reached, whichever is sooner (“Hard Cap”). Any payment received by the Company after the end of the Sale Period will be accepted only if it was originated during the Sale Period. Company may request to provide evidence of payment from Purchaser. Since CRPT Tokens are sold for bitcoins, but Hard Cap is determined in USD, justifiable overrun of Hard Cap is deemed allowable within margin related to exchange rate fluctuations, volatility (thence amount of collected funds should exceed Hard Cap for not less than 1 business day). Such overrun of Hard Cap does not result the Company obligations to cancel some CRPT tokens purchase.

(b) Any use of CRPT Tokens will be governed primarily by other applicable terms and policies, [which will be available on the Site or affiliated sites upon the distribution of the CRPT Tokens] (collectively, “Crypterium Terms of Use”). The Crypterium Terms of Use may change from time to time at the Company’s sole discretion with the amended Crypterium Terms of Use posted instead of the previous version.

(c) To the extent of any conflict with these Terms, the Crypterium Terms of Use shall control with respect to any issues relating to the use of CRPT Tokens.

(d) During Sale Period Crypterium can carry out marketing events which includes those when Tokens are provided for free. Such events are intended to the increase of total tokens sales amount during Sale Period. Rules of the events may be published at [crypterium.io](http://crypterium.io) or [tokensale.crypterium.io](http://tokensale.crypterium.io), in White Paper or announced to Purchaser by any other means.

(e) Terms of Token Sale, Terms of Service and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and Crypterium. You cannot accept it the partially, this set of rules should be accepted in full.

(f) Should any conflict between Terms of Token Sale and Terms of Service, Terms of Token Sale shall prevail.

(g) Should any conflict between Terms of Service and Privacy Policy, Terms of Service shall prevail.

(h) Crypterium has the right to enter into agreement with any of Purchasers on special conditions (including commercial conditions) which may be different from those stipulated by this

Terms.

**3. Purchase Procedure.** Purchase procedure will largely depend on the time of transfer of the funds for the purpose of the Token purchase:

(a) Purchase of CRPT Tokens requires a creation of the Account on the Site.

(b) If you transfer the fund for the purpose of purchasing CRPT Tokens to your Account on or before January 4, 2018, the funds will be treated as a deposit and you would be required to manually complete the purchase due to the additional bonuses available for purchases over certain amounts. If you fail to purchase CRPT Tokens at the time the bonuses are offered, you would be deemed to purchase CRPT Tokens at the highest price available at the end of the token sale. The number of purchased CRPT Tokens shall be determined based on the total amount you used for the purchase of the CRPT Tokens with applicable bonuses available to you, and/or total amount of your transfer you made for the purpose of purchasing CRPT Tokens if you fail to make a purchase during the time when bonuses were offered.

(c) If you transfer funds for the purpose of purchasing CRPT Tokens to your Account on or after January 5, 2018, your funds will be treated as a payment for CRPT Tokens and bonuses available at the time of payment will apply to your purchase automatically when receipt of your payment is confirmed. The number of purchased CRPT Tokens shall be determined based on the total amount received by Company for the purpose of purchasing CRPT Tokens and applicable bonuses available to you at the time of receipt of your payment.

(d) You understand if at the end of token sale the balance of your account is less than sum which is equivalent of cost per one Token those sum is transferred to ownership of Company as its revenue, because refund of such a sum to the Purchaser would mean the losses which are bigger (for Company as well as for the Purchaser) than such sum on Purchaser's account.

(e) Prior to distribution of CRPT Tokens, you are required to provide an address of the third party digital wallet ("External Wallet"), where your purchased CRPT Tokens would be distributed to and complete necessary steps to connect your External Wallet to the Account according to the instructions placed by Company in your Account prior to the distribution of the CRPT Tokens. The External Wallet must support the ERC-20 token standard. For any assistance with the setup of the External Wallet, Purchaser shall contact [support@crypterium.io](mailto:support@crypterium.io).

(f) Following the successful purchase, the information about purchased CRPT Tokens will be reflected within 72 hours in your Account and External Wallet if provided by you inside of your Account. The purchased CRPT Tokens would be available for withdrawal upon distribution by Crypterium as set forth in Sections 4 and 5 of these Terms.

#### **4. Timeframe of Distribution.**

(a) Distributes CRPT tokens to the Purchaser bought by it from the Purchaser's account on the Site into External Wallet is initiated by the Company during 10 business days since the end of token sale on any provided grounds of end of token sale: 1) maturing of last stipulated day of public sale of CRPT tokens; 2) sum of selling of CRPT tokens is equal to the one stipulated by Hard Cap. 3) operation of maximum technical limit of CRPT tokens issuing. 4) on any other ground which was not provided previously. Such distribution of CRPT tokens does not require a separate application from the Purchaser to the Company. Within 10 business days mentioned above the Company can still process CRPT Tokens purchases since payments can be processed with considerable delay. The Company starts to cancel still outstanding income if their total value after end of token sale has already exceeded 20% of Hard Cap or since the end of token sale have

passed more than 10 business days.

(b) In the special context of the good the transfer of CRPT tokens to External Wallet provided by the Purchaser in Account on the Site is the event and fact of successful delivery of good to the Purchaser by the Company and considers as confirmation of accepting of respective quality good in respective volume by the Purchaser from the Company. From that moment the deal on sale of CRPT tokens between the Company and the Purchaser is considered to have been closed with the all of characteristics of finality, unconditionality and irrevocability of this deal, and Parties' obligations is considered to have been performed in a proper way and fully. This term does not depend on the current condition of CRPT tokens (whether they are active or inert in accordance with subparagraph d) of this paragraph) or condition of term of CRPT tokens receiving (before maturity or on time in accordance with subparagraph a) and e) of this paragraph). CRPT tokens must to be the variety of digital property which operates on blockchain technology Ethereum in accordance with the standards and guidelines digital property of its kind with all the consequences that come with it – this is basic characteristic which ought to be in accordance with the CRPT token as the good to satisfy the needs of the Purchaser in its purchase from the Company. Both Parties of these Terms of Token Sale agree and stipulate that from the moment of transfer of CRPT tokens from the Company to the External Wallet provided by the Purchaser in its Account on Site, the company and the Purchaser have no claims and demands against each other.

(c) Distribution of CRPT tokens at the time stipulated by subparagraph a) on this paragraph is carried out if only the Purchaser provided its External Wallet in its Account on the Site (in accordance with paragraph 5 of these Terms of Token Sale) necessary for receiving of CRPT tokens bought by it. In case the Purchaser did not provide such address at the time of tokens distribution stipulated by subparagraph a) on this paragraph, all tokens bought by the Purchaser are transferred to the Company temporary storage until claiming of such CRPT tokens personally by the Purchaser. For the aim of such late claiming the Purchaser sends application in free form at [support@crypterium.io](mailto:support@crypterium.io) from email which was used for registration of Account on Site. Such late claiming is possible during one calendar year since the end of token sale. After expiring of that time CRPT tokens paid by the Purchaser are considered to have been unclaimed and shall become property of the Company. The last day before activation (unblocking) of CRPT Tokens the calculation of CRPT Tokens which were not transferred into their owners' External Wallet is carried out, following which the respective number of CRPT Tokens is issued by one transaction into special temporary Company's Ethereum address. Then activation (unblocking) of CRPT Tokens takes place and the Company is going on to make transactions from its temporary ETH address (the Company bears commission expenses) since it is possible to make transactions of CRPT Tokens from one address into another after the activation (unblocking) of CRPT Tokens. CRPT tokens unclaimed in the time stipulated by subparagraph a) on this paragraph as well as the actions with CRPT tokens taken by the Company on the conditions of this paragraph have the same legal implications in respect of completeness and undeniability of deal which is stipulated in subparagraph b) of this deal. By reason of the Company has possibility of single-shot issue of CRPT tokens only during token sale and within of certain restrictions (as in regard of the sum as well as in respect of maximum amount of issued tokens which is regulated by smart contract of CRPT tokens). So, purchasing of CRPT tokens in itself by some of Purchaser even without of transfer of CRPT tokens into some External Wallet affects irreparably on commercial activity of the Company, token sale process and profiting from token sale. Knowing that, the Company ask the Purchaser not to buy CRPT tokens if the Purchaser doubts in worthwhileness in such buying in order for “not take the seat” of other Purchaser, since “amount of seat is severely restricted and

limited”.

(d) The Purchaser has the right to submit a request to the Company for early transfer of CRPT tokens bought by it from its Account on the Site to the External Wallet provided by the Purchaser. The Company has the right to reply to the request for an indefinite amount of time. Such Purchaser request means accelerated phase-out of CRPT tokens purchase cancellation right as well as cancellation of refund sum paid by the Purchaser for respective CRPT tokens in accordance with information in the Account on the Site, since all the CRPT tokens transaction reflected in smart contract and blockchain Ethereum cannot be cancelled, refunded or corrected in some other way. This is the one of key feature of CRPT tokens as good which known for the Purchaser and with which it agrees and understands. Sending of such request by the Purchaser to the Company among others is order of the Purchaser for early onset of all the events provided by subparagraph b) of this paragraph. The Company has the right to impose restrictions in regard of minimal purchase of CRPT Tokens which the Purchaser may receive prematurely in accordance with this paragraph. In such cases CRPT Tokens will be transferred in External Wallet provided by the Purchaser within the time-limit fixed by the subparagraph a) of this paragraph, despite Purchaser’s requests sent to the Company. These restrictions are related with the expenses in cryptocurrency Ethereum (ETH) for initial issuance of CRPT Tokens from smart contract in External Wallet, which the Company bears under rules of Ethereum blockchain (CRPT Tokens are used).

(e) The Company has the right to deliver CRPT Tokens in External Wallet provided to the Company by the Purchaser initially in inactivated (blocked) form for the aims of countering of fraud and speculation on CRPT Tokens, as well as for possibility to correctly finalize all the settlement before the definitive finalization of issue of CRPT Tokens under smart contract (further inaccessibility of this possibility for the Company). This temporary circumstance does not affect on global properties and only means the impossibility of making further transactions of CRPT tokens from External Wallet for a certain period of time. The Company one-time activates (unblocks) all the issued CRPT tokens at a time provided by subparagraph a) of this paragraph. It is stipulated by CRPT tokens smart contract that CRPT Tokens can be inactivated (blocked) only at the moment of their initial issue and activation (unblocking) of CRPT Tokens can be performed only once without the possibility of deactivation (blocking) of activated (unblocked) CRPT Tokens. Information about current conditions of CRPT Tokens may be taken from CRPT tokens smart contract in blockchain Ethereum.

(f) Transactions of CRPT Tokens into External Wallet provided by the Purchaser are subjected to number CRPT Tokens priorities system. The more CRPT Tokens the Purchaser is going to withdraw the more priority is given to such an operation on getting of CRPT Tokens by such Purchaser among others purchasers in the queue of operations which the Company forms in Ethereum blockchain under Company’s smart contract. Concrete term for getting of CRPT Tokens into External Wallet which the Purchaser indicated in its Site Account is not regularized. The Company does its best to do this as soon as possible but it depends on possibilities, load and stability of Ethereum blockchain. If there is inaccessibility, failures or crashes of Ethereum blockchain and impossibility of well-timed transferring of CRPT Tokens in time provided by subparagraph a) of this paragraph, then further interaction with the Purchaser in regard of getting of bought CRPT Tokens will be carried out by the company under the terms set out in subparagraph c) of this paragraph.

**5. Receipt of CRPT Tokens.** On the date of distribution, purchased CRPT Tokens will be distributed by Company to the External Wallet of the Purchaser if one is provided, or become

available for withdrawal in the Account. Failure to provide a correct address of the External Wallet will result in the loss of purchased CRPT Tokens, which shall be the sole responsibility of the Purchaser. Failure to provide the External Wallet or to complete its set up, will delay the withdrawal of the purchased CRPT Tokens, which shall be a sole responsibility of Purchaser. Purchaser shall be responsible for implementing reasonable measures for securing the External Wallet, vault or other storage mechanism Purchaser decides to use to receive and hold Tokens outside of the Account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to the purchased CRPT Tokens. Company shall not be responsible for any such losses.

**6. Terms and Conditions of CRPT Token.** Also, the CRPT Token terms and conditions are as set forth in the White Paper (since it is custom for blockchain community in respect of sale of goods which are similar to CRPT Tokens) located at [crypterium.io](http://crypterium.io), which terms are incorporated hereto by reference.

**7. Cancellation; Refusal of Purchase Requests.**

(a) The purchase of CRPT Tokens from Company is final upon the distribution of CRPT Tokens and there will be no refunds or cancellations except as specifically provided in these Terms. However, prior to the distribution of CRPT Tokens, purchaser may request a refund by contacting Company at [support@crypterium.io](mailto:support@crypterium.io). In addition, Company reserves the right to cancel any CRPT Token purchase or refuse any purchase requests at Company's sole discretion for any reason. In such case, Company will issue a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third party payment processor where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any. At least, this is the cost for payment receiving through CoinPayments.Net (0.5% of the payment amount) + the cost for the outgoing transaction from us in the blockchain of a certain cryptocurrency at the moment of sending the funds or \$65 for refund in USD + the cost for converting of any other cryptocurrency to BTC (commission and rate) based at CoinPayments.Net tariffs or, on discretion of the Company, re-count of cryptocurrency calculated at the current BTC exchange rate (since Tokens are evaluated and sold on the Site for bitcoins).

(b) On security grounds the Company has the right to refuse to return payments made by you as the deposit of funds, if the payments details of their sending to us are different with the requisites given by you for receipt of the requested refund. The Purchaser shall be solely liable for the risks of losses of its funds in relation with mentioned Company right (for example, in most cases of transferring of funds from exchanges the subsequent return into exchanges addresses leads to loss of funds).

(c) The Company has the right to refuse the Purchaser to cancel the purchase of CRPT Tokens which have not been transferred to External Wallet provided to the Company by the Purchaser if since the day of the purchase 5 business days have passed or 5 business days remain until the end of tokens sale. This fact is due to public characteristics of token sale, which provide for the Company the possibility of gaining of profit from issue of CRPT Tokens in limited value and once for all the time of existing of CRPT Tokens. The sale of CRPT Tokens even without their transfer to External Wallet reflect on statistical measures of token sale. In case of delay of cancel of accomplished purchase CRPT Tokens the losses of the company may exceed the amount of funds refunding by the Purchaser owing to risk of loss of profit. The Company may not be in time to sale

again those CRPT Tokens which were released on Site after cancel of purchase, till the end of token sale. In this regard, the Purchaser agrees with its obligation to take final decision about CRPT Tokens purchase before depositing its fund in the Account on the Site. Due to the same reasons the Company has the right not to cancel purchases and not to refund after end of token sale on any ground. The Purchaser is obliged to control its balance and process of token sale in order that timely ask for refund unused money (apart from that initially the deposits must be carried out on the ground of irreversible decision on buying of CRPT Tokens).

(d) The Company returns of payments initiated after the end of token sale or violating the paragraph 4a) of these rules. The Purchaser shall be solely liable for the risks of returns expenses mentioned in subparagraph a) of this paragraph as well as risks of total loss of its funds mentioned in subparagraph b) of this paragraph.

(e) Funds received by the Company which were not recognized and which the Company cannot return to the transferor (due to lack of payment details or high risks of loss) are property of the Company till the Purchaser's application on that matter. The Company does not process the funds as well as not refund those transferred to the Company made through means which were not announced as official and not stipulated within token sale. In all such cases the Purchaser is obliged to apply to address arisen situations to [support@crypterium.io](mailto:support@crypterium.io).

**8. Acknowledgment and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing CRPT Tokens, holding CRPT Tokens, and using CRPT Tokens, as disclosed in the White Paper. In case of questions regarding these risks, you shall contact the sales team at [support@crypterium.io](mailto:support@crypterium.io). BY PURCHASING CRPT TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

**9. Representations and Warranties.** In connection with the purchase of the CRPT Tokens, you represent to Company the following:

(a) You are aware of the terms and conditions of the CRPT Tokens and have acquired sufficient information about the CRPT Tokens to reach an informed and knowledgeable decision to acquire the CRPT Tokens.

(b) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the CRPT Tokens.

(c) You understand that the CRPT Tokens confer only the rights described in the White Paper, and confer no other rights of any form with respect to Crypterium, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

(d) You shall not purchase CRPT Tokens for any uses or purposes other than to use CRPT Tokens as provided in the White Paper, including, but not limited to, any investment, speculative or other financial purposes.

(e) You understand that the CRPT Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the securities law of Estonia, the Securities Act and securities laws of any state of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which Purchaser is resident.

(f) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the CRPT Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the CRPT Tokens, (ii) any

foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.

(g) Your purchase, payment for, and continued beneficial ownership of the CRPT Tokens will not violate any applicable laws of your jurisdiction.

(h) You shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of CRPT Tokens.

(i) You understand that websites [crypterium.io](http://crypterium.io) and [tokensale.crypterium.io](http://tokensale.crypterium.io), as well as White Paper, can be translated into several languages, but only the information placed in English shall bound the Parties of this Terms. Versions of websites and documents translated into others languages are for informational purposes only.

(j) You understand that you shall be guided by that version of White Paper which is put on website [crypterium.io](http://crypterium.io) at the moments of CRPT Tokens purchase or later.

(k) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly).

(l) You understand that Crypterium cannot comply with the requirements of all the jurisdictions worldwide while doing business. If any provisions of this document break or to transgress or to violate the law to which Purchaser is subjected to, then Purchaser's jurisdiction law shall prevail. The Purchaser entering into relationship with Crypterium shall oblige its jurisdiction law.

## **10. Indemnification.**

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless Company and Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns ("Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) purchase or use of CRPT Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your breach of these Terms, or (iv) your violation of any rights of any other person or entity, and (v) your violation of any laws.

(b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 10(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

## **11. Disclaimers.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE CRPT TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCRPTAIM ALL IMPLIED WARRANTIES AS TO THE CRPT TOKENS, INCRPTUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE CRPT TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE CRPT TOKENS WILL BE CORRECTED; AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE



CRPT TOKENS OR THE DELIVERY MECHANISM FOR CRPT TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

## **12. Limitation of Liability.**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE CRPT TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE CRPT TOKENS, EXCEED THE AMOUNT YOU PAY TO THE COMPANY FOR THE CRPT TOKENS.

(b) THE LIMITATIONS SET FORTH IN SECTION 12(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

**13. Release.** To the fullest extent permitted by applicable law, you release Company and the Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law principles that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

**14. Governing Law.** The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Estonia, without giving effect to principles of conflicts of law.

## **15. Dispute Resolution; Arbitration.**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES

YOU TO ARBITRATE CERTAIN DISPUTES AND CRPTAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY.

(a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company’s respective rights to have any and all Disputes arising from or related to this Agreement resolved in a county court, and (ii) waive your and Company’s respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to this Agreement is personal to you and Company 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 an 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.

(c) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by email to the support team at [support@crypterium.io](mailto:support@crypterium.io). Notice to you shall be sent to the email address provided by you in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15(a), file a claim in court.

(d) **Process.** If allowed under the applicable law, any Dispute shall be referred to and finally resolved by arbitration administered by the Arbitration Court of the Estonian Chamber of Commerce and Industry (“ACECCI”) in accordance with the Code of Civil Procedure (“CoCP”) of Estonia for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Estonia. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English. Otherwise, the jurisdiction for arbitration shall be determined according to the applicable law.

## **16. Miscellaneous.**

(a) **Entire Agreement.** These Terms set forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) **Amendments.** These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by

posting any revised terms to the Site and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of CRPT Tokens.

(c) **Binding Agreement.** These Terms provide the legally binding terms and conditions for the sale and purchase of the CRPT Tokens. By purchasing the CRPT Tokens, you acknowledge its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of CRPT Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(d) **Successors and Assigns.** Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(e) **Severability.** In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

(f) **Headings.** The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.

(g) **Acceptance.** You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of CRPT Tokens.

(e) **Termination.** Crypterium may terminate this Agreement with any one of you, i.e. to refuse the further service.