

## **Terms of Digital Asset Sale**

NOTHING IN THIS DOCUMENT SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION.

NO INVITATION IS MADE HEREUNDER TO ANY RESIDENT OR CITIZEN OF THE USA TO (I) ENTER INTO THESE TERMS WITH US OR (II) ACQUIRE EGO DIGITAL ASSET FROM US. NO SALE OF EGO DIGITAL ASSET SHALL BE MADE TO ANY RESIDENT OR CITIZEN OF THE USA.

YOU SHOULD BE AWARE THAT THE RISK OF LOSS IN TRADING OR HOLDING DIGITAL ASSETS, CRYPTOCURRENCIES, TOKENS OR ANY CRYPTO ASSETS CAN BE SUBSTANTIAL. YOU TAKE SOLE RESPONSIBILITY FOR ANY RESTRICTIONS AND RISKS ASSOCIATED WITH RECEIVING AND HOLDING THE EGO DIGITAL ASSET. WHEN PURCHASING DIGITAL ASSETS OR CRYPTO ASSETS THERE IS AN INHERENT RISK THAT YOU MAY LOSE ALL AMOUNTS PAID. PURCHASING EGO DIGITAL ASSET ENTAILS A NUMBER OF RISKS CONCERNING ITS VALUATION, SAFEKEEPING AND CONTINUOUS ACCESS TO TECHNICAL INFRASTRUCTURE.

WE DO NOT ACT AS YOUR BROKER-DEALER, INTERMEDIARY, AGENT OR ANY KIND OF ADVISOR, INCLUDING COMMODITY TRADING ADVISOR. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER TRADING OR HOLDING CRYPTOCURRENCIES, TOKENS OR ANY CRYPTO ASSETS ARE SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CIRCUMSTANCES.

### **1. Acceptance of these Terms**

- a. This is a contract between you and MAX ATTN CAPITAL LTD, a private company incorporated in the Republic of Cyprus with the company number HE 426942. References in these Terms to "PaySenger", "we", "our" or "us", are to MAX ATTN CAPITAL LTD and references to "you", "your" or "purchaser" is to the person with whom PaySenger enters into these Terms.
- b. These Terms apply to the purchase of the cryptographic digital asset named EGO ("Digital Asset") and regulate purchasing, holding, using and owning of the Digital Asset. Upon accessing the Asset Sale (as defined below), purchasing or acquiring the Digital Asset, filling forms for identification and/or

for purchase of the Digital Asset, clicking the button “Confirm” at the purchase form or any similar buttons reflecting your intent to purchase the Digital Asset, you agree to be legally bound by and to comply with these Terms and all additional terms, policies and agreements incorporated herein by reference and amended from time to time at our sole discretion. If you decide to sell, transfer, donate or gift your Digital Assets, you shall inform their acquirer of the existence of these Terms and you shall make sure that these Terms are acceptable to your Digital Assets acquirer.

- c. By accepting these Terms, you represent and warrant that you have read, understood and accept these Terms and that you have had the possibility to obtain advice related to these Terms from an attorney, legal advisor or any other relevant professional.

## 2. Definitions

- a. “Asset Generation Event” shall mean, as determined by us at our sole and absolute discretion, the day when the Digital Asset was officially listed on any swap protocol, digital assets exchange, decentralised exchange or other marketplaces or decentralised protocols for trading.
- b. “Asset Sale” shall mean a single event or a group of related events (we may also refer to them separately as “rounds”) when we make the Digital Asset available for purchase, including event(s) available by invites to a limited number of purchasers and/or event(s) available to the general public. For the avoidance of doubt, when we refer to the Asset Sale, it shall cover all the rounds of the Asset Sale both individually and collectively.
- c. “Governmental Authority” shall mean any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.
- d. “Platform” shall mean the PaySenger marketplace platform accessible via the website [www.paysenger.com](http://www.paysenger.com) and/or mobile applications.
- e. “Whitepaper” shall mean the document describing in detail the Platform, the Digital Asset and related services, as well as other issues related thereto and associated therewith, the latest version is available at <https://egoco.in/whitepaper>.

### 3. Eligibility

- a. Purchase of the Digital Asset is available and is intended solely for persons who are 18 or older and who satisfy the criteria described in these Terms. You hereby represent and warrant that you are of a legal age to form a binding contract (at least 18 years old under Cyprus law).
- b. You are not allowed to purchase, whether directly or not, the Digital Asset through any means, be it on the primary or secondary market, and/or take part in the Asset Sale if you are:
  - i. a citizen, a permanent resident or located in Afghanistan, Burundi, Central African Republic, Democratic Republic of Congo, Cote d'Ivoire, Cuba, the Crimea region, Democratic People's Republic of Korea, Islamic Republic of Iran, Republic of Iraq, Lebanon, Liberia, Libya, Myanmar, Puerto Rico, Somalia, Sudan, Syrian Arab Republic, Venezuela, Zimbabwe, United States of America (including its states and the district of Columbia), the Virgin Islands of the United States, or any other possessions of the United States of America;
  - ii. a citizen, a permanent resident or located at any state, country, territory or other jurisdiction that is embargoed by the United Nations, the Republic of Cyprus or the European Union;
  - iii. a citizen, a permanent resident or located at any state, country, territory or other jurisdiction where your purchase, ownership and/or use of the Digital Asset would be illegal or otherwise violate any applicable law;
  - iv. an entity established at or carrying day-to-day management from any state, country, territory or other jurisdiction, specified in subsections (i)-(iii) of this Section;
  - v. restricted or barred from conducting banking or financial transactions, in any jurisdiction or under any applicable laws;
  - vi. placed on any list of suspicious persons banned from travelling or conducting business or financial transactions in any jurisdiction;
  - vii. a politically exposed person ("PEP") or a person connected with the PEP;
  - viii. a trustee, nominee, representative or agent of any of such persons specified in subsections (i)-(vii) of this Section.
- c. Also, we may not allow you to purchase the Digital Asset, and/or take part in the Asset Sale, if you are a citizen, permanent resident or located in the country which based on various criteria selected by our anti-money laundering team as imposing anti-money laundering or counter-terrorist

financing high risk (for example Corruption Perceptions Index by Transparency International, FATF warnings, countries with weak anti-money laundering and terrorist financing regimes determined by the Republic of Cyprus or the European Union authorities) or you are an entity established at or carrying day-to-day management from such country.

- d. You hereby acknowledge and agree that we shall have the right at any stage of the process and/or at any moment to cease any allocation, transfer, release or distribution of the Digital Asset to you and terminate your participation in the Asset Sale or further release or distribution of the Digital Asset without the obligation of any refunds to you in the following cases:
- i. you provided us with false or incomplete information, you are reluctant to provide complete information or you refused to provide us with any requested information;
  - ii. you are or become a citizen of, a permanent resident of, you redomiciled to or your entity's day-to-day management is transferred to any of country, territory or jurisdiction specified in subsections (i)-(iii) of Section 3(b) or in Section 3(c);
  - iii. you are or become restricted or barred from conducting banking or financial transactions, in any jurisdiction or under any applicable laws;
  - iv. you are or were placed on any list of suspicious persons banned from travelling or conducting business or financial transactions in any jurisdiction;
  - v. you are or become the PEP or a person connected with the PEP;
  - vi. you made a payment from cryptocurrency wallets or blockchain wallets placed at common blacklists or having known security discrepancies;
  - vii. we have the suspicion that you are engaged in illegal activity or you using funds that come from illicit sources.

We shall have no liability to you for any damage caused by such cessation of allocation, transfer, release or distribution of the Digital Asset to you.

- e. You hereby represent and warrant that you are not a person specified in the Section 3(b). We may take technical and/or organisational measures to prevent you from purchasing the Digital Asset and/or participating in the Asset Sale from the state, country, territory or other jurisdiction specified in Sections 3(b) and 3(c). You agree to comply with these requirements, even if our methods to prevent you from purchasing the Digital Asset and/or participating in the Asset Sale are not effective or can be bypassed. We reserve the right to use any commercially and legally permitted means of determining whether

you are in compliance with or in violation of any applicable geographic restrictions.

- f. You hereby acknowledge and agree that you will be solely liable for violation of this Section 3, we will not be liable for any violation of any applicable regulation, law, including but not limited to, securities regulation, or any breach of an embargo in case of your violation of this Section 3, and you hereby irrevocably agree to defend, indemnify and hold us harmless, our affiliates and our/their respective shareholders, members, directors, officers, employees, agents and representatives (“Representatives”) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising out of or related to your violation of this Section 3.
- f. You hereby acknowledge and agree that we may refuse you to purchase the Digital Asset and/or to participate in the Asset Sale at our sole discretion, without explaining reasons for such refusal.
- g. You represent and warrant that any crypto assets used to pay for the Digital Asset have no origins that may be connected to any breach of money laundering or financing of terrorism regulations whatsoever or any criminal activity, as defined in the jurisdiction of origin, or internationally, and have a clear and non-criminal origin.

#### **4. Identity Verification**

- a. We require you to pass identity verification prior we allow you to purchase the Digital Asset, participate in the Asset Sale and/or prior we transfer any portion of the purchased Digital Asset to you and at any moment thereafter till the moment the purchased Digital Asset is distributed to you in full.
- b. We conduct identity verification for the purposes of, but not limited to, preventing participation in the Asset Sale of any ineligible persons, underaged person as well as to prevent participation in the Asset Sale of individuals or entities from the state, country, territory or other jurisdiction specified in the Sections 3(b) and 3(c) of these Terms.
- c. For the purposes of these Terms we may require you to provide us with the following information: first name, last name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and, if applicable, blockchain wallet addresses, information regarding your bank account (such as the name of the bank, SWIFT or the

bank code, and account number). Also, we may request from you your driving license or any other national ID, internal or international passport, bank statement, utility bill, tax document and/or other documents that we consider necessary for your identification. We may request from you video identification or your selfie with a specified ID or passport.

- d. When you act on behalf of an entity, in addition, we may require such entity to pass entity verification prior we allow such entity to purchase the Digital Asset, participate in the Asset Sale and/or receive any distribution of the purchased Digital Asset and at any moment thereafter till the moment the purchased Digital Asset is distributed to such entity in full. In this case, we may require you to provide us with the following information: business name of the entity, registry code or registration number and the date of registration, address of the entity, blockchain wallet addresses, ID of the shareholders (same as for the identification of individuals), the ID of the director(s) and/or members of the management board (same as for the identification of individuals), ID's of the representatives (same as for the identification of individuals), proof of the registered office/seat of the entity, ID's of the beneficial owners (same as for the identification of individuals), certificate of good standing, bank statements, proof of representation and powers, articles of association and/or other information and documents that we consider necessary.
- e. The submitted documents (other than driving license, national ID, internal or international passport) should be issued no more than three months prior to the date of identification and should list your name and your current address. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information or document you provide changes.
- f. You acknowledge and agree that we may use subcontractors for the purpose of your identity verification. In this case processing of the requested information and documents would be governed by such subcontractor's privacy policy and you would be able to read such privacy policy before you submit any information.
- g. You hereby agree to provide us or our subcontractors with the information we or our subcontractors request and you hereby permit us and our subcontractors to keep a record of such information.

- h. You authorise us and our subcontractors to make inquiries, whether directly or through third parties, that we and our subcontractors consider necessary to verify your identity, to ensure enforcement of geographic restrictions or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries.
- i. We shall have the right to verify your identity on an ongoing basis. We reserve the right to request up-to-date documents from you and/or represented entity, even though you have passed identity verification in the past.

## **5. Digital Asset**

- a. EGO is a blockchain-based digital asset issued by us and is designed to be used in relation to the Platform and paid services available through the Platform. You are expected to purchase and own Digital Assets only for the purpose of using Digital Assets with relation to the Platform and related paid services. We may further add at our sole discretion, but do not guarantee this, support of the Digital Asset to our other software products or services.
- b. You hereby acknowledge and agree that the Digital Asset is not designed to be used in any way outside of the Platform, our other products and services, if any. The Digital Asset is also not, and shall not be considered and/or used in any way as, equity, assets, bonds, securities, derivatives or any other financial instruments.
- c. The Digital Asset may provide you with one or more specific access, participation, engagement, or interaction functionalities for the Platform as well as other functionalities as further described in the Whitepaper ("Functionalities"). While we can define specific Functionalities before the Asset Sale, we can also do so at a later point in time. This means that the Functionalities of the Digital Asset are not conclusively defined at the time of the Asset Sale. You acknowledge and agree that we have the right to add and remove Functionalities at any time at our sole discretion. You acknowledge and agree that by purchasing the Digital Asset, you do not purchase the right to make use of Functionalities in the future. This means that you do not have a contractual right to claim any Functionalities. Since the addition of Functionalities by us is not guaranteed, you are aware of the fact that the Digital Asset may not provide you with any Functionalities at all.
- d. You hereby acknowledge and agree that (i) we are under no obligation to update and maintain the Whitepaper, (ii) we may at any time, at our sole and absolute discretion, modify the integration of the Digital Asset into the

Platform's design and functionality, the integration of the Digital Asset into our software products or services, if any, and the design, manner and provisions of the Whitepaper, (iii) the Whitepaper is for general information purposes only and may be amended by us from time to time without notice to you, and (iv) the Whitepaper does not form any part of a contract, arrangement or understanding (or otherwise) between PaySenger and you.

## **6. Asset Sale. Distribution**

- a. Participation in the Asset Sale and further distribution of the Digital Asset are subject to identity verification. However, we may refuse you to purchase the Digital Asset, to participate in the Asset Sale at our sole discretion, without explaining reasons for such refusal, at any stage, even if you passed identity verification.
- b. We will determine the price of the Digital Asset ("Purchase Price") at our sole discretion and we may set separate Purchase Prices for each and any round of the Asset Sale. You hereby acknowledge and agree that we are free to change the Purchase Price at any time and at our sole discretion. We may denominate the Purchase Price in fiat currencies or crypto assets, provided that any designation in fiat currency does not represent that we accept or may accept in future any such fiat currency for the purchase of the Digital Asset.
- c. You shall make the payment for the Digital Asset by transferring the applicable amount of fiat currency or digital assets to our bank account or blockchain wallet address. We will inform you and provide you with an option to choose from the list of fiat currencies and digital assets we accept for payment.
- d. The payment for the Digital Asset shall be made either in fiat currencies (that are listed as accepted for payment for the Digital Asset) or in USDT issued on one of the following blockchains: Ethereum, Binance Smart Chain or Tron. We will inform you of our bank account or our wallet address in a blockchain. You hereby acknowledge and agree that it is your responsibility to check the correctness of the details of the bank account, blockchain wallet or smart contract address where you transfer purchase amount for Digital Assets notwithstanding if it is executed via automated means or not. All expenses related to making payments to us, including, but not limited to, bank fees, blockchain network fees (including transaction fees, gas fees), fees and any other charges of any systems via which the payment is made, shall be covered by you.



- e. You acknowledge and agree that not all of the total supply of the Digital Asset would be distributed through the Asset Sale, we have the right to distribute any amount of the Digital Asset free of charge or at any price to any persons for any purpose.
- f. We set rules for the release and distribution of the Digital Asset purchased at specific rounds of the Asset Sale, including that the Digital Asset would be transferred to your blockchain wallet in several instalments and would be locked for up for a specific time after the Asset Generation Event. The rules of distribution, lock-up and release are set in the Whitepaper, provided that such rules are subject to change at our sole discretion. You hereby acknowledge and agree that the Digital Asset will not become available and will not be transferred to you immediately upon the Asset Generation Event and would become available in accordance with lock-up and release rules and schedules.
- g. You shall have a blockchain wallet on Binance Smart Chain in order to be able to receive the Digital Asset. You shall provide the address of your blockchain wallet prior to the Asset Generation Event or upon our request, but in no case later than fourteen (14) days prior to the date of the first distribution of the Digital Asset. You hereby acknowledge and agree that your failure to timely provide us with the address of your blockchain wallet may result in a delayed release of the Digital Asset to you.
- h. You hereby acknowledge and agree that all purchases of the Digital Asset are final and that the payments made for the purchase of the Digital Asset and/or during the Asset Sale are non-refundable, unless otherwise specified in these Terms. Subject to the above, by participating in the Assets Sale, you acknowledge and agree that you have no right to request a refund from us for any reason unless specifically set out in these Terms.
- i. Your blockchain wallet for the distribution of the Digital Asset must be under your direct or indirect control and shall not be under the direct or indirect control of any third party. You shall not use blockchain wallet addresses associated with a third party exchange or service that has custody over the private key. It is solely your responsibility to keep safe and guard your passwords and/or private keys related to your blockchain wallets to be used for the distribution of the Digital Asset. We assume no responsibility or liability for lost or misplaced passwords, personal information, or private keys, your inability to access or use the purchased Digital Asset or to incompatibility of

your blockchain wallet. We shall never be liable for any loss or damage due to the lack of security of your wallet or its incompatibility.

- j. If the Asset Generation Event has not occurred on or before 30.04.2022 (“Deadline Date”), PaySenger shall return to you the amount of funds (either fiat or digital assets) paid for the Digital Asset, provided that prior to this date you (i) have executed and delivered to us or our subcontractor all documents related to the purchase of Digital Assets as been requested, including, but not limited to, for verification purposes, and you passed an identity verification, and (ii) provided to us your blockchain wallet address to which the purchased Digital Assets shall be distributed to you. The refund specified in this Section 5(j) shall be made from the available assets of PaySenger.
- k. PaySenger, at its sole and absolute discretion, shall have the right to extend the Deadline Date by a further three hundred sixty five (365) calendar days. PaySenger shall also have the right to extend the Deadline Date, if PaySenger is required to obtain any relevant approvals, licenses or permits from any relevant Governmental Authorities, including Governmental Authorities that are foreign to us, prior to generation or distribution of the Digital Asset, for the whole period of applying and obtaining such approvals, licenses or permits, including any further appealation process.

## **7. Acknowledgements**

- a. You hereby acknowledge and agree that the Digital Asset does not and shall not be construed to grant you any license or right of any nature with respect to any intellectual property rights, rights of publicity or equivalent rights in or related to the Platform, our software products or services.
- b. You hereby acknowledge and agree that allocation or release of the Digital Asset to you may be subject to prior approval of one or more Governmental Authorities and the timing of such approval (if any) may be beyond our control or influence that can lead to delay in the release of any portions of the Digital Asset to you. You hereby acknowledge and agree that we will have no responsibility or liability for such delays.
- c. You hereby acknowledge and agree that the Digital Asset does not and shall not be construed to grant you any kind of the right to convert the Digital Asset into shares of PaySenger or any of its affiliates or other equity of PaySenger, does not and shall not be construed to grant you any other right whatsoever, does not and shall not be construed to represent or confer any ownership right or stake, share or security or equivalent rights, voting right or any right

to receive dividends, future revenue shares, intellectual property rights or any other form of participation in PaySenger and/or any of its affiliates and/or any of their products or services.

- d. You hereby acknowledge and agree that your purchase of the Digital Asset does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction. You will not have any influence over the corporate governance of PaySenger and its affiliates. You hereby acknowledge and agree that the purchase of the Digital Asset is not meant to generate any profit, interest, gain, dividend nor even to maintain the substance of your contribution, but only allows you to benefit from Functionalities of the Digital Asset.
- e. You hereby acknowledge and agree that we have no debt towards you with respect to the Digital Asset and will have no obligation to buy back any amount of the Digital Asset from you. The Digital Asset is not and will never represent a loan to us or any of our affiliates.
- f. You hereby acknowledge and agree that blockchain, digital assets, crypto assets, wallet gateways and smart contract technologies are still in an early development stage and their application are of experimental nature. They, therefore, carry significant operational, technological, financial, regulatory and reputational risks. You are fully aware of such risks and accept them as part of your purchase of the Digital Asset and participation in the Asset Sale.

## **8. Your Representations and Warranties**

By participation in the Asset Sale, and/or purchasing the Digital Asset, you hereby represent, warrant and covenant to the following:

- a. You are not the person specified in Sections 3(b) and 3(c) of these Terms;
- b. You will not sell, donate, gift or transfer, directly or indirectly, any portion of the Digital Asset to any person specified in the Section 3(b) or to any person or entity controlling, controlled by or under common control with such a person;
- c. You will not sell, donate, gift or transfer, directly or indirectly, any portion of the Digital Asset to any person unless this person has made the same representations and warranties as set out in these Terms;

- d. You have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of the Digital Asset that you decided to purchase. You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of digital assets, cryptographic tokens, digital assets storage mechanisms (such as wallets), blockchain technology and blockchain-based software systems to evaluate the risks and implications of purchasing the Digital Asset. You have obtained sufficient information about the Digital Assets and the Platform to make an informed decision to purchase the Digital Assets;
- e. The execution and delivery of, and performance under, these Terms require no approval or other action from any Governmental Authority or person other than you;
- f. You have read and fully considered and understands available Information Materials and these Terms and you have evaluated your purchase of the Digital Assets in the light of your financial condition and resources. You should not acquire or hold the Digital Asset unless you have sufficient financial resources and can afford to lose all value of the Digital Asset;
- g. You purchase the Digital Asset for your own use and utility, to use the Platform, our products and services and not for investment, speculative or financial purposes. You will not manipulate the price of the Digital Asset in any way and will not use the Digital Asset for any other kind of market manipulation;
- h. There are no actions or investigations, pending or threatened before or by any Governmental Authority against you which, if determined adversely, could reasonably be expected to have a material adverse effect on your ability to enter into and perform your obligations under these Terms;
- i. There is no unsatisfied judgment or any open injunction binding upon you which could reasonably be expected to have a material adverse effect on your ability to enter into and perform your obligations under these Terms;
- j. If you are a legal entity, you make the same representations with respect to your directors (or equivalent) and senior executive officers, and your affiliates and their respective directors (or equivalent) and senior executive officers.

## 9. Disclaimer of Risks

- a. Participation in the Asset Sale, purchasing, using and holding the Digital Asset, interaction with smart contracts involve significant risks and potential for financial losses, including, without limitation, the following:
  - i. the features, functions, characteristics, operation, use and other properties of any crypto assets, digital assets, including the Digital Asset (“Asset Properties”) and smart contracts, blockchains, distributed ledgers, networks, protocols, systems, and other technology (“Underlying Technology”) used to administer, create, issue, transfer, cancel, use or transact in digital assets may be complex, technical or difficult to understand or evaluate;
  - ii. any digital asset, including the Digital Asset, and its Underlying Technology may be vulnerable to attacks on the security, integrity or operation of the digital asset or its Underlying Technology (“Attacks”), including Attacks using computing power sufficient to overwhelm the normal operation of a blockchain or other Underlying Technology;
  - iii. any technology, smart contract, decentralised protocol and blockchain may be vulnerable to Attacks, including phishing attacks. Any smart contract, decentralised protocol or blockchain may cease to operate as expected due to various reasons, including Attacks, enforcement and regulatory activities, scamming activities, technical and communication issues. We do not make any representation and warranty that these smart contracts, decentralised protocols and blockchains are safe, secure, verified or verifiable, or of any value or quality or legality. We do not make any representation and warranty that distribution of Digital Assets would not be delayed or not be executed due to the transaction volume on blockchains, Attacks and/or similar events;
  - iv. any Underlying Technology may change or otherwise cease to operate as expected due to a change made to the Underlying Technology, a change made using features or functions built into the Underlying Technology or a change resulting from an Attack. These changes may include, without limitation, a “fork” or “rollback” of the digital asset or blockchain;
  - v. any digital asset, including the Digital Asset, may decrease in value or lose all of its value due to various factors including the discovery of

wrongful conduct, market manipulation, changes to Asset Properties or perceived value of Asset Properties, Attacks, and other factors outside our control;

- vi. if your private key gets lost or stolen, your crypto assets, including the Digital Asset, will be unrecoverable and will be permanently lost;
  - vii. any Underlying Technology may be exposed to attacks by hackers or other individuals that could result in theft or complete loss of digital assets, including Digital Assets.
- b. You hereby acknowledge and agree that the Platform is under continued development by us and may undergo significant changes. Any expectations or assumptions regarding the form and functionality of the Platform or the Digital Asset (including participant behaviour) held by or you may not be met, for any number of reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and changes in the execution of the Platform. Moreover, we may not be able to retain full and effective control over how other participants will use the Platform, what services will be offered through the Platform by third parties.
- c. You hereby acknowledge and agree that the development and acceptance of the cryptographic and algorithmic protocols and smart contracts governing the issuance of, and transactions in, digital assets is subject to a variety of factors that are difficult to evaluate and predict. The use of digital assets to, among other things, buy and sell goods and services is part of a new and rapidly evolving commercial practice that employs digital assets based on a computer-generated mathematical and/or cryptographic protocol. The growth of this commercial practice in general, and the use of digital assets in particular, is subject to a high degree of uncertainty. Factors affecting the further development of the digital assets industry include, among other things, the continued worldwide adoption of digital assets, governmental and quasi-governmental regulation of digital assets and/or digital assets service providers, changing consumer demographics, tastes and preferences, sustained development and maintenance of open-source software protocols, the popularity and availability of alternative and/or new payment services, and general economic conditions. If these factors negatively affect or impede the development of the digital assets industry, your holding of the Digital Asset may also be negatively affected.

- d. You hereby assume and agree that we will have no responsibility or liability for such risks described in this Section 9. You hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against PaySenger, its affiliates and our/their Representatives related to any of the risks set forth herein.

## **10. Taxation**

- a. It is your responsibility to determine whether, and to what extent, any taxes apply to your purchase and/or use of the Digital Asset, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. By purchasing, holding, or using the Digital Asset, and to the extent permitted by law, you agree not to hold us or our affiliates and our/their Representatives liable for any tax liabilities arising from the purchase, ownership or use of the Digital Asset.

## **11. Warranties**

- a. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS, WE HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PLATFORM, OUR PRODUCTS, SERVICES, INFORMATION MATERIALS, SMART CONTRACTS OR THE DIGITAL ASSET, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE PLATFORM, OUR PRODUCTS, SERVICES, SMART CONTRACTS AND/OR THE DIGITAL ASSET. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT: (I) THE OPERATION OR USE OF THE PLATFORM, OUR PRODUCTS, SERVICES OR SMART CONTRACTS WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE, (II) THE QUALITY AND FUNCTIONALITY OF THE PLATFORM, OUR PRODUCTS, SERVICES, SMART CONTRACTS OR THE DIGITAL ASSETS WILL MEET YOUR REQUIREMENTS, OR (III) THE ABILITY OF ANYONE TO PURCHASE OR USE THE DIGITAL ASSET.
- b. YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET AND BLOCKCHAINS, AND THAT THE

PLATFORM, OUR PRODUCTS, SERVICES OR SMART CONTRACTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR GUARANTEE THAT ANY OR ALL SECURITY ATTACKS WILL BE DISCOVERED, REPORTED OR REMEDIED, OR THAT THERE WILL NOT BE ANY SECURITY BREACHES BY THIRD PARTIES. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY US, THE PLATFORM, OUR PRODUCTS, SERVICES, SMART CONTRACTS AND THE DIGITAL ASSET ARE PROVIDED TO YOU ON AN “AS IS”, “AS DEVELOPED” AND “AS AVAILABLE” BASIS.

- c. YOU FURTHER ACKNOWLEDGE THAT PAYSSENGER DOES NOT ACT AS YOUR BROKER-DEALER, INTERMEDIARY, AGENT OR ADVISOR AND OWES YOU NO FIDUCIARY DUTY. ANY COMMUNICATION BY PAYSSENGER TO YOU SHALL NOT BE CONSTRUED UNDER ANY CIRCUMSTANCES AS LEGAL, TAX, ACCOUNTING OR FINANCIAL ADVICE. OUR ASSET SALE AND YOUR PURCHASE OF THE DIGITAL ASSET SHALL NOT BE CONSTRUED AS THE FACILITATION OF ANY SALE OR EXCHANGE OF SECURITIES AS AN EXCHANGE.

## **12. Limitation of Liability**

- a. IN NO EVENT WE WILL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (I) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, (II) FOR LOSS OF USE, INACCURACY, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOSS OF PROFITS, DATA OR BUSINESS INTERRUPTION, OR (III) FOR ANY MATTER BEYOND OUR REASONABLE CONTROL, WHETHER OR NOT FORESEEABLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN HAS FAILED ITS ESSENTIAL PURPOSE.

## **13. Indemnification**

- a. You agree to defend, indemnify and hold harmless PaySenger, its affiliates and its/their Representatives from and against any and all claims, damages,



obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to: (i) your participation in the Asset Sale, purchase, using owning and holding of the Digital Asset, (ii) your misrepresentation or provision wrong, misleading information, documents for identity verification, (iii) your violation of any provision of these Terms, including without limitation your breach of any of the representations and warranties above, (iv) your violation of any applicable law, rule or regulation, (v) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms, (vi) your negligent or willful misconduct, or (vii) any other party's access and use of other appropriate security code. The foregoing shall include the actions of any third party who wrongfully commit these actions under your blockchain wallet, by accessing your blockchain wallets or by utilising your password, passphrases and/or private keys.

#### **14. Privacy Notice**

- a. We will act as a data controller in relation to personal information about you that is either provided by you or collected by us in relation to your purchase of the Digital Asset, participation in the Asset Sale and related verification of your identity.
- b. We may process information when we verify your identity. This verification data may include the information specified in Section 4(c), including, but not limited to, your name, address, telephone number, e-mail address, date of birth, national identification number, government identification documents, blockchain wallet addresses and information regarding your bank account (such as the name of the bank, SWIFT or the bank code, and account number).

The source of this data is you. This data may be processed for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime, and/or performance our obligations to verify the identity of our customers. The legal basis for this processing is the compliance with our legal obligation, the protection and assertion of our legal rights, your legal rights and the legal rights of others, the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract.

- c. We may process your personal information where necessary for the establishment, exercise or defence of legal claims, whether in court

proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interest, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

- d. We may process your personal information where necessary for the purposes of managing risks or obtaining professional advice. The legal basis for this processing is our legitimate interest, namely the proper protection of our business against risks.
- e. We may disclose your personal information to our affiliates and contractors as reasonably necessary for the purposes, and on the legal basis, set out in these Terms, including as described in the Section 4.
- f. We will retain your personal information for as long as it is necessary for us to use your information as described above or to comply with our legal obligations and legitimate interests. For instance, we may retain your data as necessary to meet our legal obligations, such as for detection of money laundering, terrorist financing, fraud, or any other financial crime, tax and accounting purposes.

## **15. General Terms**

- a. We shall not be liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us.
- b. We may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through any of our websites or forms for purchase of the Digital Asset, or updating the “Last Updated” date at the bottom of these Terms. By continuing holding or owning the Digital Asset, you confirm your agreement to the modified Terms.
- c. These Terms of Digital Assets Sale and all other documents incorporated by reference herein and therein, comprise the entire agreement between you and us.
- d. Section headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms.

- e. These Terms are personal to you, you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights, licenses, interests and/or our obligations at any time, including as part of a merger, acquisition or other corporate reorganization involving our software or services.
- f. If any provision of these Terms is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision.
- g. We may not always strictly enforce our rights under these Terms. If we do this, it will be just a temporary measure and we may enforce our rights strictly again at any time.
- h. These Terms and any information or notifications that you or we are to provide should be in English. Any translation of these Terms or other documents is provided for your convenience only. In the event of any inconsistency, the English language version of these Terms or other documents shall prevail.
- i. Upon termination of these Terms, all sections of these Terms which by their nature should survive termination or expiration will survive, including without limitation, the following sections: Section 1, Section 3, Section 4, Section 5, Sections 6(h)-5(i), Section 7, Section 8, Section 9, Section 11, Section 12, Section 13, and this Section 15(i).
- j. These Terms are deemed entered into by the parties in the Republic of Cyprus. These Terms shall be governed exclusively under the laws of the Republic of Cyprus and shall be subject to the exclusive jurisdiction of the Republic of Cyprus courts.

Last Updated on 18 November 2021.