

TOKEN SALE TERMS

Last updated: April 01, 2018

PLEASE READ THESE TOKEN SALE TERMS CAREFULLY. NOTE THAT SECTIONS 14 AND 15 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TOKEN SALE TERMS YOU SHALL NOT PURCHASE TOKENS.

YOU ARE NOT ELIGIBLE AND YOU ARE NOT TO PURCHASE TOKENS IF YOU ARE (I) A PERMANENT RESIDENCE PERMIT (GREEN CARD) HOLDER IN THE UNITED STATES OF AMERICA, OR (II) A CITIZEN OR A RESIDENT (TAX OR OTHERWISE) OF THE UNITED STATES OF AMERICA, PUERTO RICO, THE VIRGIN ISLANDS OF UNITED STATES, OR ANY OTHER POSSESSIONS OF THE UNITED STATES OF AMERICA, OR PEOPLE'S REPUBLIC OF CHINA OR A PERSON OF THESE STATES, ISLAMIC REPUBLIC OF AFGHANISTAN, BOSNIA AND HERZEGOVINA, DEMOCRATIC REPUBLIC OF THE CONGO, ERITREA, FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA, REPUBLIC OF GUINEA-BISSAU, ISLAMIC REPUBLIC OF IRAN, REPUBLIC OF IRAQ, STATE OF LIBYA, LEBANESE REPUBLIC, FEDERAL REPUBLIC OF SOMALIA, REPUBLIC OF THE SUDAN, SYRIAN ARAB REPUBLIC, REPUBLIC OF UGANDA, REPUBLIC OF VANUATU, REPUBLIC OF YEMEN OR (III) A CITIZEN OR RESIDENT (TAX OR OTHERWISE) OF ANY COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS AND/OR DIGITAL CURRENCIES ARE PROHIBITED OR IN ANY OTHER MANNER RESTRICTED BY APPLICABLE LAW. "PERSON" IS GENERALLY DEFINED AS A NATURAL PERSON RESIDING IN THE RELEVANT STATE OR ANY ENTITY ORGANIZED OR INCORPORATED UNDER THE LAWS OF THE RELEVANT STATE. PURCHASED TOKENS CANNOT BE OFFERED OR DISTRIBUTED AS WELL AS CANNOT BE RESOLD OR OTHERWISE ALIENATED BY THEIR HOLDERS TO MENTIONED PERSONS ("RESTRICTED PERSON"). THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES, NOR FOR THE TOKENS.

This document acts as an agreed upon token sale terms ("Token Sale Terms", "Terms") between you ("Purchaser", "User", "you") and Tradelize, a limited liability company registered under the laws of Republic of Georgia ("Company", "us" or "we"). Each of you and Company are a "Party" and collectively the "Parties". You accept these Terms when you purchase TDZ Tokens ("TDZ", "TDZ Tokens", "Tokens").

TDZ Tokens is a digital product made by Company for the use by token holders within the Tradelize platform located at www.tradelize.com and www.tradelize.me (including all and any subdomains, collectively, the "Website") ("Platform") as a payment for the Platform and Company's or third parties service fee, which is collected by Company and/or third parties for providing services within the Platform. Any purchase of TDZ Tokens is subject to these Terms. TDZ Tokens are not digital currency, commodity, or any other kind of financial instrument and has not been registered under relevant securities regulations, including the securities laws of any jurisdiction in which you are a resident.

We will provide notice of any amendment to these Terms by posting any revised document to the Website 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 purchase of TDZ Tokens.

Information about the Tokens and Tokens sale is set forth in the Whitepaper located at the Website. Purchaser is required to read the Whitepaper and any other documents located at the Website in their entirety prior to purchase of TDZ Tokens.

By purchasing TDZ Tokens from Company, you will be bound by these Terms and any other terms incorporated by reference as well as with any other document located at the Website. If you have any questions about these Terms, please contact us at support@tradelize.com.

You and Company agree as follows:

1. Purchase of TDZ Tokens. Subject to these Terms, Terms of Service and Privacy Policy located at the Website, Company agree to sell to you and you agree to purchase from Company a specific number of TDZ Tokens at the price listed on Website, depending on the time of purchase.

2. Main Terms

(a) Unless otherwise provided herein and/or at the Website, Company will conduct TDZ Tokens sale during the following period: May 1 – August 31, 2018 00:00 GMT (“Sale Period”) or until hard cap as provided in Whitepaper is reached, whichever is sooner (“Hard Cap”). Any Payment received after the end of Sale Period will be accepted only if such payment was originated during the Sale Period and Company may request for reasonable evidence of payment from Purchaser. No Payment will be accepted when Hard Cap is reached. If Hard Cap is not reached until August 31, 2018 00:00 GMT Company reserve the right to continue the Token sale period or conduct additional Token sale period.

(b) Any use of TDZ Tokens will be governed by other applicable terms and policies, which will be available at Website upon the distribution of TDZ Tokens (“TDZ Tokens Terms of Use”). Company at any time at its sole discretion may from time to time amend such TDZ Tokens Terms of Use. To the extent of any conflict with these Terms, TDZ Tokens Terms of Use shall control with respect to any issues relating to the use of TDZ Tokens.

(c) All of the Tokens are of equal value and functionality.

3. Purchase Procedure

(a) During the Sale Period, you may purchase TDZ Tokens at price provided on Website, depending on the time of purchase. Purchase of TDZ Tokens requires you to create an account at the Website (“Account”). You may transfer funds to your Account for the purpose of purchasing TDZ Tokens, all funds transferred to your Account will be treated as a deposit and you would be required to manually complete the purchase. The number of purchased TDZ Tokens shall be determined based on the total amount received by Company (when such transaction is confirmed) for the purpose of purchasing TDZ Tokens with applicable bonuses and/or discounts available to you and will be indicated in Account within 72 hours upon receipt the payment of Purchase Price (when such transaction is confirmed). If you fail to complete purchase after funds deposition during the Sale Period, all funds deposited in your Account by the end of such Sale Period will be treated as a payment for TDZ Tokens with applicable bonuses and/or discount available to you. You hereby confirm and agree that if at the end of Sale Period the balance of your Account is less than sum which is equivalent of cost per one TDZ Token (or smaller number if that provided on Website) those sum shall be transferred to ownership of the Company as its revenue. Company may require you to provide additional information to verify your identity, address, source of funds or any other information in your account (form), such as your date of birth, copy of ID, citizenship, country of residence, and other information directly or through a third party (“KYC”). You are responsible for relevance and validity of information to be provided when registering an account. Company is not obligated to verify your identity or any other personal information and may do it at its own discretion.

(b) Payment can be made in ETH, BTC. You shall not use any crypto currency exchange address for security reasons.

(c) Registration, Payment collection and KYC may be outsourced by the Company to any third party. For the avoidance of any doubt, the Company did not and will not authorize any third party to receive any payments for the purposes of the Sale Period, or to provide any information for making transfers for the purposes of the TDZ Tokens sale, unless otherwise provided herein. The Company shall not be responsible or liable for any losses of the Purchaser related to incorrect or misleading information obtained by the Purchaser from the third parties and/or from unauthorized websites.

(d) Company has the right to enter into agreement with any of Purchasers on special conditions which may be different from those stipulated by these Terms.

4. Distribution and Receipt of TDZ Tokens. Once you have made a Payment to the Company, the Company will perform a verification procedure whereby the received Payment will be linked to your Account. Company will distribute Tokens to your Account by the later of: (a) within Two (2) weeks upon completion of Tokens sale or within Ten (10) business days from the date when Hard Cap is reached (although we may extend the delivery deadline for additional time if necessary to address any unforeseen technical difficulties and provided that we notify you of the same), or (b) within Two (2) weeks after you have provided complete and accurate details of your Account or any additional information required by us (KYC). For the avoidance of doubt, any such extension shall not affect our obligation to deliver, and your obligation to accept, the Tokens that have been acquired in accordance with these Terms. To be used within Platform Tokens must be stored in digital wallet associated (linked) with your account on Platform or in any other manner as prescribed by Tokens Terms of Use.

You hereby confirm and agree that distribution of TDZ Tokens to you is the fact of successful delivery of goods to you by the Company and deemed a confirmation of accepting of respective quality good in respective volume by you. From said moment the deal on Tokens sale executed between you and Company under terms and conditions provided herein is

considered to have been closed with the all applicable characteristics of finality and irrevocability of such deal and all of the Parties obligations arising out of such deal are considered to have been performed duly and in a proper way.

We reserve the right to migrate the Ethereum based Tokens to another platform and to generate replacement Tokens on the new protocol in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Ecosystem.

Funds will be allocated to ProTraders after marketing and business operations needs have been met.

5. Cancellation

(a) All purchases of TDZ Tokens from Company are final and there are no any partial or full refunds or cancellations except as specifically provided in these Terms. However, prior to the distribution of TDZ Tokens you may request a refund by contacting Company at support@tradelize.com. The Company reserves the right to refuse or reject any Payment made or purchase requested at any time in its sole and absolute discretion. To the extent that the Company refuses or rejects a transfer from the Purchaser, the Company will exercise reasonable endeavors to procure that the transferred amount is returned to the Purchaser, however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such transfers. Company may deduct the transaction cost from the refunded amount, if any.

6. Terms and Conditions of TDZ Tokens. TDZ Token terms and conditions are set forth in the Whitepaper located at Website, which terms are incorporated hereto by reference.

7. Acknowledgement and Assumption of Risks. You acknowledge and agree that there are risks associated with purchasing, holding and using of TDZ Tokens, as disclosed and explained in Whitepaper. By purchasing TDZ Tokens, you expressly acknowledge and assume all and any of these risks.

8. Representations and Warranties. In connection with the purchase of TDZ Tokens and by sending ETH, BTC, LTC, IOTA, USD (wire transfer) or other Payment to purchase TDZ Tokens, you represent and warrant the following:

(a) you are aware of the terms and conditions of the TDZ Tokens and have acquired sufficient information about the TDZ Tokens to reach an informed and knowledgeable decision to acquire the TDZ Tokens;

(b) you have read and understand these Terms and you acknowledge and agree that there are risks associated with purchasing, holding and using of TDZ Tokens, as disclosed and explained in these Terms and Whitepaper;

(c) 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 TDZ Tokens;

(d) you understand that the TDZ Tokens confer only the rights described in the Whitepaper, and confer no other rights of any form with respect to Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(e) you shall not purchase TDZ Tokens for any uses or purposes other than to use TDZ Tokens as provided in the Whitepaper, including, but not limited to, any investment, speculative or other financial purposes;

(f) you understand that the TDZ Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the securities law of any country, including the securities laws of any jurisdiction in which Purchaser is resident;

(g) you have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the TDZ Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the TDZ Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(h) your purchase, payment for, and continued beneficial ownership of the TDZ Tokens will not violate any applicable laws of your jurisdiction;

(i) you shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of TDZ Tokens.

(j) you understand that Website, as well as Whitepaper, can be translated into several languages, but only the information placed in English shall bound the Parties of these Terms. Versions of Website and documents translated into others languages are for informational purposes only;

(k) you are not Restricted Person and you are not acting on behalf of any third party, including Restricted Person.

9. Indemnification

(a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your purchase or use of TDZ 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, or (v) your violation of any laws.

(b) The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under section 9(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

10. Disclaimers

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE TDZ TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TDZ TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (II) WE DO NOT REPRESENT OR WARRANT THAT TDZ TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN TDZ TOKENS WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT TDZ TOKENS OR THE DELIVERY MECHANISM FOR 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 10 may not apply to you.

11. Liability and Limitation of Liability

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE 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 TDZ 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 THE 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 TDZ TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR TDZ TOKENS.

(B) THE LIMITATIONS SET FORTH IN SECTION 11(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 11 may not apply to you.

12. Release. To the fullest extent permitted by applicable law, you release the Company and the other 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 other users of the Platform and the acts or omissions of any third parties. You expressly waive any rights you may have under any applicable law as well as any other 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.

13. Applicable Law and Venue. 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 the Republic of Georgia, without giving effect to principles of conflicts of law.

These Terms, Terms of Service and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and Company. You cannot accept it the partially, this set of rules should be accepted in full. Should any conflict between these Terms, Privacy Policy and Terms of Service, these Terms shall prevail.

14. Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims tribunals or 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 the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the 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).

15. No Class Arbitration, Class Action or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the 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. To the extent permitted by applicable laws, all Disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be settled and finally resolved in accordance with the laws of the Republic of Georgia in competent court at the place of Company's registration.

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) Binding Agreement. These Terms provide the legally binding terms and conditions for the sale and purchase of the TDZ Tokens. By purchasing the TDZ Tokens, you acknowledges its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of TDZ 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.

(c) 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.

(d) 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.

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

(f) Acceptance. You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of TDZ Tokens as well as any other documents located at the Website.

(g) Termination. Company may terminate these Terms with you, i.e. to refuse the further services.

17. Intellectual property.

(a) We retain all rights, titles and interests in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

(b) In particular, we retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming Tokens. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in this Agreement.

(c) You are being granted a non-exclusive, non-transferable, revocable license to access and use the Ecosystem. Limitation to the transferability of license shall not be understood in a way, that the users are not allowed to transfer Tokens to third parties.

(d) You shall use the Website, the Ecosystem and the Tokens strictly in accordance with the provisions of this Agreement and the respective Whitepaper. As a condition of your use of the Website, the Ecosystem and Tokens you warrant to the Company that you will not use the Website, the Ecosystem and Tokens for any purpose that is unlawful or prohibited by the provisions of this Agreement. You may not use the Tokens in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website and the Ecosystem. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website, the Ecosystem and/or Tokens and/or other services provided thereto.

(e) All content included on the Website, including the Tokens, the Ecosystem, and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the Website is the property of the Company and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

18. AML and KYC policy

(a) The Company and its Affiliates strictly follow Anti-Money Laundering (AML), "KnowYour-Customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any User fully agrees to assist the Company in fulfillment of the mentioned regulations and provide any necessary information if such is required from the User by the authorized authority. For more detail on AML and KYC Policy please read Tradelize AML & KYC Policy that can be accessed on the Website.

(b) As part of our commitment to the prevention of money laundering, Company will not tolerate any TDZ tokens-holder abusing their services for such matters. If Company suspects any client is abusing their services for the purposes of money laundering, they reserve the right to freeze any funds used to purchase TDZ Tokens. Company reserves the right to report any suspicious activities to the police or relevant authorities without the client's knowledge.

19. Risks. By purchasing, holding and using TDZ Tokens, you expressly acknowledge and assume the following risks:

(a) Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error
A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a digital wallet or vault service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures for buying and receiving Tokens, including, for instance, if you provide the wrong address for receiving Tokens, may result in the loss of your Tokens.

(b) Risks Associated with the Ethereum platform

Because Tokens and the Ecosystem are based on the Ethereum platform, any malfunction, breakdown or abandonment of the Ethereum platform may have a material adverse effect on the Ecosystem or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Tokens and the Ecosystem, including the utility of Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum platform.

(c) Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ecosystem is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and Tokens, including Tokens' utility for using the Ecosystem.

(d) Risks Associated with Markets for Tokens

Tokens are intended to be used only for exchanging for TDZ Tokens, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens and could therefore create illiquidity risk with respect to Tokens you hold. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

(e) Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us, to offer recourse to you.

(f) Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Ecosystem and Tokens. Regulatory actions could negatively impact the Ecosystem and Tokens in various ways. Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

(g) Risks Arising from Taxation

The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

(h) Risk of Alternative Platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Ecosystem. The Ecosystem may compete with these alternative platforms, which could negatively impact the Ecosystem and Tokens.

(i) Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Ethereum platform and Tokens, which could result in the theft or loss of tokens.

(j) Risk of Insufficient Interest in the Ecosystem or Distributed Applications

It is possible that the Ecosystem will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed technologies (such as the Ecosystem) more generally. Such a lack of use or interest could negatively impact the development of the Ecosystem and the potential utility of Tokens.

(k) Risks Associated with the Development and Maintenance of the Ecosystem

The Ecosystem is still under development and may undergo significant changes over time. Although we intend for Tokens and the Ecosystem to follow the specifications set forth in **Whitepaper**, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of Tokens or the Ecosystem for any number of legitimate reasons. This could create the risk that Tokens or the Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchasing Tokens. Furthermore, despite our good faith efforts to develop and maintain the Ecosystem, it is still possible that the Ecosystem will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Ecosystem and the potential utility of Tokens.

(l) Risk of Dissolution of the Company

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Ecosystem may no longer be viable to operate and the Company may dissolve.

(m) Risks Arising from Lack of Governance Rights

Because Tokens confer no governance rights of any kind with respect to the Ecosystem or Company, all decisions involving the Ecosystem or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Ecosystem, to sell more Tokens for use in the Ecosystem, or to sell or liquidate the Company. These decisions could adversely affect the Ecosystem and the utility of Tokens that you hold.

(n) Unanticipated Risks

Cryptographic tokens such as Tokens are a new and untested technology. In addition to the risks included in this list, there are other risks associated with your purchase, holding and use of Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this list.