

## TERMS AND CONDITIONS

“FORUS Digital” is the trading name for FORUS Digital Pty Ltd (the “Company”).

The following terms and conditions govern your purchase of cryptographic tokens from the Company.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SITE, CREATE AN ACCOUNT, POST OR DOWNLOAD ANY CONTENT OR PURCHASE TOKENS, COINS OR ANY DERIVATIVE PRODUCTS FROM THE COMPANY OR ANY OTHER SOURCE.

IF YOU PURCHASE TOKENS YOU WILL AUTOMATICALLY BE BOUND BY THESE TERMS.

WE STRONGLY RECOMMEND THAT YOU DO NOT PURCHASE TOKENS, COINS OR ANY DERIVATIVE PRODUCTS IF YOU ARE NOT AN EXPERT IN CRYPTOCURRENCIES AND BLOCKCHAIN TECHNOLOGY. EVEN IF YOU HAVE KNOWLEDGE OF THE TECHNOLOGY YOU SHOULD CONSULT YOUR OWN SOLICITOR / LAWYER, ACCOUNTANT AND OTHER PROFESSIONALS WHERE SO REQUIRED. THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR ANY LOSS INCURRED BY YOU RESULTING FROM THE PURCHASE OF THESE TOKENS.

BY PURCHASING TOKENS, COINS OR ANY DERIVATIVE PRODUCTS USING OR OTHERWISE ACCESSING THE WEBSITE, CREATING OR REGISTERING AN ACCOUNT, DOWNLOADING CONTENT OR OTHER INFORMATION, YOU SHALL BE DEEMED TO ACKNOWLEDGE THAT YOU DO SO WITH FULL CONSENT AND FULL KNOWLEDGE OF THESE TERMS HAVING FIRST OBTAINED LEGAL ADVICE AS TO THE FULL FORCE AND EFFECT OF THESE TERMS. YOUR PARTICIPATION WILL BE DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THIS REQUIREMENT AND SHALL BE DEEMED TO BE YOUR UNEQUIVOCAL AND EXPRESS AGREEMENT TO BE BOUND BY THE TERMS.

## DEFINITIONS

“Account” means your unique client account set up on the Exchange with the Company.

“Business” means an online trading platform that allows users to exchange currencies (fiat or crypto) for other currencies or assets including its own unique cryptocurrency, ewallet mobile app and exchange (essentially a one-stop shop for cryptocurrency users).

“Company” means FORUS Digital (Pty) Ltd.

“Exchange” means the FORUS Digital exchange including its ewallet and mobile app when developed.

“Platform” means a state of the art innovative technology composed of several independent modules stationed in a virtual private cloud.

“Purchaser” or “You” refers to you the Purchaser of tokens herein.

“Restricted Persons” means any person who is a citizen or resident or a green card holder of the USA.

“Technology” means the FORUS Digital blockchain technology used by the exchange on the proposed Platform.

“Terms” refer to these terms and conditions of use as set out hereunder including any update thereto.

“This jurisdiction” means the Republic of South Africa.

“Token(s)” means the FORUS Digital Tokens. “Website” means the [www.forus.co.za](http://www.forus.co.za)

“Whitepaper” means the Whitepaper which is available on the Website.

The Whitepaper may be amended from time to time and is hereby incorporated for reference purposes only.

The Website is owned and operated by the Company.

These Terms are intended to make you aware of the Terms and Conditions of your use of the Website, and any content or other products or services that are offered or provided by the Company.

## DEFINITIONS

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

You hereby agree that by purchasing the Token(s), Coin or any derivative product, you warrant and represent the following to be true:

You are not a Restricted Person. If you purchase a Token, Coin or any derivative product, we are deeming the purchase to be your undertaking that you are not a Restricted Person.

You have not received advice from the Company or any employee or agent of the Company regarding investing in the Token(s), Coin or any derivative product.

You are legally permitted to purchase and hold the Token(s), Coin or any derivative product in your jurisdiction.

You are of legal age to purchase and hold the Token(s), Coin or any derivative product and are not aware of any legal reason preventing you from so doing in your jurisdiction or in This jurisdiction.

You are of sound mind and have the requisite power and authority to understand and agree to these Terms and to carry out and perform the obligations as set out hereunder.

You will supply all AML and KYC documentation required as set out below and any other such documentation that may be so reasonably required from time to time to fulfil any legal, regulatory or other obligation.

The funds you provide including any fiat, cryptocurrency has not been derived from or related to any unlawful activity including but not limited to money laundering, terrorist financing and furthermore you agree that you will not use the Tokens, Coin or any derivative product Website, Account, Technology or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes. The Company reserves the right to terminate your use thereof should you use or attempt to use the Tokens, Coin or any derivative product Website, Account, Technology or Platform for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes.

You will notify us of any change in the information you supply to us.

You may only access the Website using authorized means. The Company is not liable if you do not have a compatible mobile device, computer, operating system, browser, or any other software or hardware with which the Technology is not compatible. The Company reserves the right to terminate your use thereof should you use or attempt to use an incompatible or unauthorized device.

You must immediately notify us of any known or suspected unauthorized use of your account or any known or suspected breach of security, including, but not limited to loss, theft, or unauthorized disclosure of your password. YOU

ARE RESPONSIBLE FOR ALL ACTIVITY IN YOUR ACCOUNT. Any fraudulent, misleading, abusive, or illegal activity may be grounds for termination of your account at our sole discretion and we may refer you to appropriate law enforcement agencies in This jurisdiction or any other appropriate jurisdiction.

You will only use the Website, Account, Tokens, Technology and Platform for your personal and sole use and will not resell it to a third party;

You will not authorize others to use your Account; You will not assign or otherwise transfer your Account to any other person or legal entity;

You will not use an Account that is subject to any rights of a person other than you without appropriate authorization;

You will not use the Website, Account, Token(s), Coin or any derivative product, Technology or Platform to cause nuisance, annoyance, or inconvenience;

You will not impair the proper operation of the Business of the Company;

You will not try to harm the Business of the Company; or the Tokens, Coin or any derivative product in any way whatsoever;

You will not copy or distribute any content, information or Terms without written permission from the Company;

You will keep secure and confidential your account password or any identification we provide you which allows access to any of the Account or Token(s);

You will only use an access point or other data account which you are authorized to use;

You hereby note you are solely responsible for your own tax liability if any in relation to the Token(s), Coin or any derivative product which may adversely affect you including but not limited to withholding taxes, income tax, VAT, CGT or other applicable taxes.

You hereby note that you have sole responsibility for the acquisition, appreciation or depreciation of the value of the Token(s), Coin or any derivative product.

You will hold a suitable online or offline ewallet or storage mechanism to support the Token(s), Coin or any derivative product.

## DISCLAIMER

The Purchaser hereby expressly acknowledges that they the Purchaser is purchasing Token(s) at their own sole risk and that the Tokens, Coin or any derivative product are provided on an "as is" and on an "AS AVAILABLE" basis without any warranty, representation, promise or guarantee whatsoever of any kind either express, implied or statutory including but not limited to title, merchantability, fitness for use by the Company and the Purchaser shall rely on its own examination and investigation thereof. The Company disclaims any

liability for an interruption, delay or errors in use and is not liable for any loss whatsoever whether direct, indirect or consequential loss.

The disclaimers, terms and conditions on these pages are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by Company, including through a registration or subscription process, or other means. In the event of a conflict between the Terms of Use and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of the specific application shall control.

The Company reserves the right, at its discretion, to change, modify, add or remove portions of these Terms at any time by posting such changes to this page. Please see our clause below in relation to Updates.

The Company does not guarantee warranty or represent that any item downloaded from the Internet on this Website is free from viruses. You are explicitly responsible for implementing appropriate procedures, anti-virus protection and software to protect yourself and your data. In this regard, The Company is not liable for any damage caused to your equipment due to the use of the Website or through material posted on or linked to any Website. Your use is entirely at your own risk.

YOU HEREBY AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY



MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF THE COMPANY'S TECHNOLOGY, IN WHOLE OR IN PART, OR OF ANY SERVICE, CONTENT, FEATURE, OR PRODUCT OFFERED THROUGH THE FORUS Digital TECHNOLOGY.

As the Token(s), Coin or any derivative product and Platform are based on the Company network which is a new and innovative technology. Any malfunction, breakdown or abandonment of the network may have an adverse effect on the Platform and /or Exchange. Furthermore, advances in cryptography or technical advances such as quantum computing could present a risk to the Platform, Exchange and /or Technology or could render the network ineffective. As with other decentralized cryptographic tokens based on other Networks, the Token(s) are susceptible to attacks. Hackers, miners or other malicious groups may attempt to interfere with the Platform or Technology. The Company disclaims all liability in relation to any such malfunction, breakdown or attack in full.

The Company bears no responsibility for the success or otherwise of the Token(s), Coin or any derivative product. You hereby acknowledge that the Token is in a development stage and therefore the Company cannot provide any warranty whatsoever in relation to the success or otherwise of the Token(s). The Token, Coin or any derivative product may have no value and you as Purchaser may lose all amounts paid. The Purchaser agrees, understands and assumes all risks in relation to purchasing price and the ability to resell or transact on the Platform.

The Company bears no responsibility for the success of the Network upon which the Token, Coin or any derivative product is based. The Purchaser understands that the Blockchain can be subject to periodic congestion during which transactions may be delayed or lost. Furthermore, individuals can intentionally spam the network. The Purchaser acknowledges and understands all risk in relation to blockchain delays or issues.

#### PROPRIETARY INFORMATION

The Purchaser acknowledges that the Platform, the source code, object code and all Platform documentation relating thereto (“Proprietary Information”) are confidential and proprietary to the Company; and the Purchaser agrees to use reasonable care to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof.

#### WAIVER OF LIABILITY

Neither the Company, employees, agents or any licensors, supplier or affiliates shall be liable for any data or content provided to the Company, subject to the terms of the Privacy Policy. We do not recommend or endorse any information or content that you or any other party sends regarding the Company, Website or Tokens, Coin or any derivative product.

The Company assumes no responsibility for the accuracy or completeness of the content of any information provided whether through the website or a third party whether affiliated or not.

The Company will not be responsible for any losses, expenses, or costs incurred whatsoever resulting from your use of the Technology, Website, Account or Platform or any information found therein even if such information was relied upon.

The Purchaser hereby acknowledges that to the fullest extent permitted by law, that the Disclaimer and Waiver of Liability contained herein apply to any and all damages or injuries whatsoever caused or howsoever occurring by or related to:

The use or of inability to use the Website, Technology, Platform or Tokens, Coin or any derivative product.

The interruption to or unavailability of the Website of unavailable at any time.

The FORUS Digital team and the Company under any cause of action whatsoever of any kind and in any jurisdiction including without limitation actions for breach of warranty, breach of contract or tort (including negligence) and that none of the team or the Company shall be liable for any direct, indirect, incidental, special, exemplary or consequential damages including loss of profits, goodwill, data, in any way arising out of the use of the technology, website or Token(s). The Purchaser agrees not to seek any refund compensation or reimbursement regardless of the reason and regardless of whether the reason is identified in these Terms.

In no circumstances will the aggregate joint liability of the Company or FORUS Digital team whether in contract, tort or other law for damages or any kind to

the Purchaser under these Terms exceed the amount received by the Company from the Purchaser.

You are solely responsible for having ready access to the Account, Website Technology and Exchange and you are responsible for the payment of all third-party service provider fees to have the Technology available, including, but not limited to, internet service provider fees and/or cellular or personal device service fees. The Company is not responsible for communication errors or lapses in your provider's communication network or your device's reliability and/or service failures.

The risks of purchasing and using the Token(s) and Technology rests entirely with the Purchaser.

#### WAIVER OF LIABILITY

Neither the Company, employees, agents or any licensors, supplier or affiliates shall be liable for any data or content provided to the Company, subject to the terms of the Privacy Policy. We do not recommend or endorse any information or content that you or any other party sends regarding the Company, Website or Tokens, Coin or any derivative product.

The Company assumes no responsibility for the accuracy or completeness of the content of any information provided whether through the website or a third party whether affiliated or not.

The Company will not be responsible for any losses, expenses, or costs incurred whatsoever resulting from your use of the Technology, Website,

Account or Platform or any information found therein even if such information was relied upon.

The Purchaser hereby acknowledges that to the fullest extent permitted by law, that the Disclaimer and Waiver of Liability contained herein apply to any and all damages or injuries whatsoever caused or howsoever occurring by or related to:

The use or of inability to use the Website, Technology, Platform or Tokens, Coin or any derivative product.

The interruption to or unavailability of the Website is unavailable at any time.

The FORUS Digital team and the Company under any cause of action whatsoever of any kind and in any jurisdiction including without limitation actions for breach of warranty, breach of contract or tort (including negligence) and that none of the team or the Company shall be liable for any direct, indirect, incidental, special, exemplary or consequential damages including loss of profits, goodwill, data, in any way arising out of the use of the technology, website or Token(s). The Purchaser agrees not to seek any refund compensation or reimbursement regardless of the reason and regardless of whether the reason is identified in these Terms.

In no circumstances will the aggregate joint liability of the Company or FORUS Digital team whether in contract, tort or other law for damages or any kind to

the Purchaser under these Terms exceed the amount received by the Company from the Purchaser.

You are solely responsible for having ready access to the Account, Website Technology and Exchange and you are responsible for the payment of all third-party service provider fees to have the Technology available, including, but not limited to, internet service provider fees and/or cellular or personal device service fees. The Company is not responsible for communication errors or lapses in your provider's communication network or your device's reliability and/or service failures.

The risks of purchasing and using the Token(s) and Technology rests entirely with the Purchaser.

## REGULATORY STATUS

The regulatory status of the Token(s), Platform and Technology remains unclear or unsettled in many jurisdictions. Indeed some jurisdictions may implement legislation that will affect the Token(s), Coin or any derivative product, Platform and Technology. The Company accepts no liability in relation to the regulatory action that may be taken or which may affect the Company. Furthermore, the Company may cease operations in a jurisdiction which takes regulatory action, changes laws adversely or makes it commercially undesirable to trade in such jurisdiction.

## NOT A SECURITY

The sale of Token(s), Coin or any derivative product and the Token(s), Coins or any derivative products themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind.

The Purchase of Token(s), Coin or any derivative product is not subject to or protected by any laws governing those types of financial products or instruments.

These Terms, the Whitepaper and any other documentation does not constitute a prospectus or offering and are not an offer to sell or a solicitation to buy an investment, security, commodity or a swap on either a security or commodity.

Furthermore, the purchase of Tokens, Coin or any derivative product should not be for investment purposes. The Token(s), Coin or any derivative product are not designed for investment purposes but are designed to allow access to the Platform. The Purchaser acknowledges and confirms that they are not purchasing Token(s), Coin or any derivative product for the purposes of Investment, speculation or for immediate resale or other financial purposes.

## INDEMNITY

To the fullest extent possible, you, the Purchaser, indemnify defend and hold harmless the Company, employees and agents from and against any claims, demands, notices, actions, damages, losses, costs and expenses which for the avoidance of doubt includes legal expenses that arise from or in relation to your purchase of the Token, Coin or any derivative product, your use of the

Website, Platform, Exchange or Technology; your responsibilities or obligations under the Terms; your violation of the Terms.

The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under these Terms.

#### INJUNCTIVE RELIEF

Purchaser recognises and acknowledges that any breach or threatened breach of these terms by Purchaser may cause the Company irreparable harm for which monetary damages may be inadequate. Purchaser agrees, therefore, that the Company shall be entitled to an injunction to restrain Purchaser from such breach or threatened breach. Nothing in these terms shall be construed as preventing the Company from pursuing any remedy at law or in equity for any breach or threatened breach of these Terms.

#### ATTORNEY FEES

If any legal action arises relating to these terms, the prevailing party shall be entitled to recover all court costs, expenses and reasonable attorney fees.

#### DISCLAIMER OF WARRANTY

The Purchaser understands and acknowledges that the Platform is a new technology and its accuracy and reliability are not guaranteed. Owing to its nature, the Purchaser is advised not to rely exclusively on the Platform for any reason. The Purchaser waives any and all claims it may have against the Company arising out of the performance or non-performance of the Platform.



THE PLATFORM IS PROVIDED AS IS, AND THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO IT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## SECURITY

You are solely responsible for implementing proper and reasonable measures to ensure the safety of your ewallet or other storage mechanism used to receive and hold your Tokens, Coin or any derivative product including any requisite private keys, passwords or other necessary items necessary to access such storage mechanism. If you lose these private keys, passwords or other necessary items required to access your Tokens, you may lose access to your Tokens entirely. The Company is not responsible for any losses costs or expenses relating to same.

Moreover, any third party that gains access to login details of an ewallet or other storage mechanisms you use may be able to misappropriate your Tokens.

Any errors or malfunctions caused by or related to your ewallet or other storage mechanisms you choose to use and store your Tokens in may also result in the loss of your Tokens.

Furthermore, should you fail to provide the correct address for receiving Tokens or provide an address that is not compatible, this may result in the loss of your Tokens.

## FORCE MAJEURE

The Company is not liable for and disclaims all liability for any force majeure event including failure to perform caused by an event of force majeure including but not limited to:

- " Blockages and or Embargos.
- " Government orders, laws or regulations.
- " Acts of God.
- " Emergency.
- " Labour disputes or other industrial disturbances.
- " Electrical telecommunications hardware software or other utility failures.
- " Software or smart contract bugs or weaknesses.
- " Earthquakes, storms or other nature-related events.
- " Riots acts or orders of Government.
- " Acts of terrorism or war.
- " Technological change.
- " Changes to any blockchain related protocol.

Or any unforeseen event that renders performance commercial implausible. If an event of force majeure occurs, the Company will cooperate and act in a reasonable manner to minimize the impact of force majeure on the Parties.

## INSURANCE

If you intend to carry out business on the Platform, you should specifically obtain your own private insurance to protect yourself in relation to losses that may be incurred.

#### ENTIRE AGREEMENT

This agreement contains all of the Terms which the Parties have agreed to in relation to the use of the Technology, Website and Purchase of Tokens and the Terms supersedes any prior written or oral content, agreement, representations or undertakings between the Parties or made by third parties. It is acknowledged by the Purchaser that they have not acted, relied on or been induced to enter into the purchase of Tokens by reason of any representations made by or on behalf of the Company.

#### NO RIGHTS GRANTED

The Purchaser understands and acknowledges that the Tokens are provided for the Purchasers own use only. The sale of the Tokens does not constitute a grant or an intention or commitment to grant any right, title or interest in the Platform or the Company's trade secrets to the Purchaser. The Purchaser may not sell or transfer any portion of the Platform to any third party or use the Platform in any manner to produce, market or support its own Tokens. The Tokens shall clearly identify the Platform as the Company's property.

#### SEVERABILITY

Some jurisdictions do not allow for the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages, therefore, some of the above limitations in this section and elsewhere in the Terms may

not apply to a purchaser. Nothing in these terms shall affect the statutory rights of any purchaser or exclude injury arising from any willful misconduct or fraud of the Company or Team.

If any term, portion or provision of these Terms or the application of these Terms are found, to any extent, to be invalid or unenforceable in whole or in part, such provision shall as to such jurisdiction be severed from the remainder of the Terms and be deemed ineffective solely to the extent of the determination of invalidity or unenforceability of that specific provision or Term and the remainder of the Terms or the application of the terms shall not be affected by such invalidity or unenforceability thereof and each remaining Term shall be valid and be enforced to the fullest extent permitted by law.

## GOVERNING LAW

The Parties agree that the laws of the Republic of South Africa shall have application to these Terms and the respective rights and obligations of each party hereto and to the extent that any dispute(s) hereunder may be adjudicated by a Court, the parties agree that the Courts of the Republic of South Africa shall have jurisdiction and any action, suit or proceedings issued or brought in relation to such dispute(s) shall be brought before such Courts.

You agree to comply with all local, state, and Singapore laws, regulations and directives, statutes and directions that apply to your use of the Technology.

The Company is based in This Jurisdiction. We make no claim that the Website, Platform or Technology or any of its content is accessible or appropriate or legal outside of this Jurisdiction.

## LANGUAGE

These terms may be translated by the Company or third parties into other languages, however, the English version of the Terms and indeed all Company communications will be considered official. The English version will prevail in case of differences arising in translation.

## INFORMATION THAT YOU SUBMIT

Your submission of information through the Website is governed by the Company's Privacy Policy. You represent and warrant that any information that you provide in connection with your use of the Website and Technology is informed and freely given by consent and shall remain true, accurate, and complete and that you will maintain and update such information regularly. You agree that if any information that you provide is false, inaccurate, obsolete, or incomplete, the Company may terminate your use of the Technology with immediate effect.

The Company may have to release information you submit in cooperating with law enforcement enquiries, proceedings, subpoenas, or requested provided they are fully supported and documented by the law in the relevant jurisdiction.

## UPDATES TO TERMS

The Company reserves the right to update, revise, modify, add or remove portions of the Terms at any time during or after the Token sale and does so by posting the amended Terms to the Website. Your purchase of Token(s) or use of the Website will be acceptance of an obligation that you must check this page frequently to ensure you are aware of changes which will be immediately binding once posted.

The Terms may not be otherwise amended except by express consent of the Company.

### License

You are granted a limited, royalty-free, non-exclusive, personal, non-perpetual, and non-transferable license to use the Technology and the information provided therein, subject to your compliance with these Terms. Any services provided via the Technology are licensed, not sold, to you. You may utilize the Technology and related service only as permitted by these Terms.

You shall not, and shall not allow any third party to, (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Technology in any way; (ii) modify, adapt, alter, translate or create derivative works of the Technology; (iii) create Internet “links” to the Technology or “frame” or “mirror” any Technology on any other server or wireless or Internet-based device; (iv) use or merge the Technology, or any component or element thereof, with other software, databases or services not provided by the Company; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of

the Technology; (v) interfere in any manner with the operation of the Technology; (vii) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the Technology; (viii) create a database by systematically downloading and storing the information provided via the Technology and service; or (ix) use any robot, spider, app search/retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather the information provided through the Technology or reproduce or circumvent the navigational structure or presentation of the Technology without our express prior written consent. You agree not to develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with the Technology.

The Company will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. The Company may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

## OUR PROPERTY OWNERSHIP AND TRADEMARKS

The Company (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, content, features, functionality, inventions, ideas, concept, code, processes, marks, methods, software, compositions, formulae, techniques, information and data in and to the Technology whether or not patentable, copyrightable or protectable in trademark, Any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party

relating to the Technology. You may not remove, alter, or obscure any copyright notice or any other proprietary notice that appears on or in the Technology.

The Company's name, logo, trading name and the product names associated with the Technology are trademarks of the Company, its affiliated companies, or third parties and no right or license is granted to use them. Any logo, trademark, service mark, domain name, or trade name appearing on or within the Technology ("Marks"), whether registered or not, are the property of the Company or their respective owners. You may not use any Marks without the express written permission of the Company.

Furthermore, the Technology is protected by copyright, patent and other intellectual property and proprietary rights.

## **NO RESPONSIBILITY FOR THIRD-PARTY MATERIALS OR WEBSITES**

The Technology will include materials from third parties. In addition, the Company may provide links to certain third-party websites. You acknowledge and agree that the Company is not responsible for examining or evaluating the content or accuracy of any such third-party material or websites. The Company does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or websites or for any other materials, products, or services of third parties. Links to other websites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights



of any other party and that the Company is not in any way responsible for any such use by you. If you click on an advertiser's ad, in the event they are provided, and you are taken to an app or website other than the Company's app or website, you are assuming all responsibility for; (i) lost data; (ii) unsaved data in the Company's presence that you left; (iii) loss of links to return to the Technology; (iv) possible intrusion to your information through the link to the third party app or website.

## **TERMINATION**

The Company is entitled to terminate your use of the Platform, Account or Technology at any time with immediate effect (by disabling your use if you: (a) violate or breach any term of these Terms; or (b) in the opinion of the Company, misuse the Technology.

The Company is not obliged to give notice of the termination of your account in advance. After termination, the Company will give notice thereof in accordance with these Terms.

## **DEATH OF PURCHASER**

We strongly suggest you ensure you have included your digital assets in a Will. Please consult your solicitor in relation to assets located in This Jurisdiction if it differs from your home jurisdiction.

In circumstances where the Purchaser dies whilst holding Token(s), the Purchaser should have allowed for the Transfer of Token(s), Private keys and all items required to access his Account and or Token(s). On receipt of a

relevant grant of probate, the Company will agree in these circumstances to the Transfer of the Tokens to the beneficiary set out thereunder.

## **OUR COMMUNICATIONS**

The e-mail address you provide during the registration process will be the e-mail address we will use for all Technology-related communications to you. We may also send you messages via your account on the Platform or Technology. It is your responsibility to monitor these messages and respond in an appropriate manner. The Company, Technology may contain or send links or forms that can be used to contact us so you can comment, make a complaint, make suggestions, and ask questions. You represent and warrant that any information you enter is correct and applies only to you and that you will keep your e-mail address and other information about you in your account up-to-date.

You can contact us through your account or by e-mail. Unless you tell us otherwise, or the law requires otherwise, you agree to receive all communications from us by e-mail or by our posting notices to your account. You agree that you are able to print the communications for your records. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing. You may choose to get legal notices in paper form through the mail if you tell us you do not want legal notices sent electronically. If you choose to paper form, legal notices will be sent to you in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us you do not want legal notices sent

electronically, and for any other notices under this Agreement, send the notice in writing and by certified and registered mail to [admin@xinfinity.expert](mailto:admin@xinfinity.expert).

All communications and data we collect are subject to our Online Privacy Policy.

## **ASSIGN**

The Company reserves the right to assign our rights and duties under these Terms to any person at any time without notice to you, nor will we contact you or seek your approval on any such assignment.