



ETHMS TOKENS SALE

GENERAL TERMS & CONDITIONS

10 November 2017

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE OR BUY ETHMS TOKENS.

SECTION 1. TERMS & CONDITIONS STATUS AND ACCEPTANCE

- 1.1. These General Terms & Conditions (hereinafter referred to as the “Terms”), including any and all Accompanying Documents, constitute a legally binding agreement between You and the Website Owner, as defined herein.
- 1.2. You must carefully read and comply with these Terms.
- 1.3. By using the Website and/or purchasing ETHMS Tokens (each defined in Section 2 (Definitions) of these Terms), You are confirming to the Website Owner that You have fully read, understood and irrevocably accepted these Terms. If You do not agree with these Terms in general or any part of them, you are not permitted to use the Website and/or purchase ETHMS Tokens.

SECTION 2. DEFINITIONS

The following definitions mentioned throughout these Terms shall have the following meaning, as used in these Terms, including the preamble hereof, unless expressly otherwise stated or evident in the context, the following capitalised terms and expressions shall have the following meanings, the singular (where appropriate) shall include the plural and vice versa, references to Sections shall mean the Sections of these Terms, and the term “including” or any similar term is not to be construed as providing any limitation and will be construed as “including but not limited to”:

Accompanying Documents – other documents regulating the sale of ETHMS tokens, being inalienable part hereof and published on the Website (including the White Paper, the Privacy Policy and other operating rules, policies and procedures that may be published from time to



time on the Website). In case of any discrepancies between the Accompanying Documents and the Terms, the Terms shall prevail.

Account – Your digital wallet account on the Website, which You create to use the Website for the use of purchase the Services (for the ETHMS tokens or otherwise), and/or to check Your ETHMS Tokens balance.

Agreement/Terms – these Terms and any other rules, policies or procedures that may be issued by ETHMS Team and published from time to time on the Website (including the Accompanying Documents).

Applicable Law – all laws, rules, regulations, guidance, codes and requirements applicable to these Terms, the ETHMS Tokens and any and all relations between a User and the Website Owner

Cryptocurrency – digital currency (e.g. Bitcoin (BTC) or Ethereum (ETH) or another (ALT-COINS/TOKEN) as specified on the Website and Whitepaper used by Users to purchase ETHMS Tokens.

ETHMS Tokens – cryptographic tokens created by the Website Owner and distributed among Users as proof of a right for the use of the ETHMS platform, if it is successfully produced and launched in accordance with the terms set out on the Website and in this Agreement.

ETHMS Tokens Sale – an offering of ETHMS Tokens to eligible participants to purchase ETHMS Tokens during a specified period, according to the respective distribution phases and at the price as described on the Website and in this Agreement.

Parties – the Website Owner and You.

CoinPayments – the platform used to assist User in purchasing ETHMS Tokens from the Website by BTC.

ETH – name of the cryptocurrency used within Ethereum, the blockchain-based distributed computing platform featuring smart contract functionality.

ICO – initial coin offering, a crowdsale event arranged by the company for offering the Tokens.

User (also referred to as “You”) – eligible person who uses the Website, with or without prior registration and authorization using the Account and/or purchases ETHMS Tokens.



Website – the website maintained and owned by the Website Owner at <https://ETHMS.io> or/and <https://wallet.ETHMS.io>

Website Owner (also referred to as “We”) – a company that shall be incorporated by the ETHMS Team in the jurisdiction as shall be determined by the ETHMS Team for the purpose of ETHMS development and implementation, not being a financial entity, investment entity or a partner, employer, agent or adviser for You. Until the date of the Website Owner’s incorporation any and all rights and obligations of the Website Owner as described herein and in any Accompanying Documents shall belong to the ETHMS Team.

Whitepaper – one of the official Accompanying Documents published by the Website Owner on the Website, describing technical or/and marketing details of the ETHMS Tokens Sale, the idea and purpose of ETHMS, ETHMS Tokens functionality, as well as respective pricing and tokens distribution periods.

SECTION 3. GENERAL INFORMATION

- 3.1. These Terms and Accompanying Documents are a legally binding Agreement between you, the User, on the one part, and the Website Owner, on the other part, also individually referred to as a “Party” and collectively as the “Parties” whenever You use the Website.
- 3.2. These Terms define basic mutual rights and obligations of the Website Owner and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the ETHMS Tokens.
- 3.3. By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith. These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.
- 3.4. This document or any other document produced by the Website Owner, as well as the Website, and any of their content, does not constitute an offer or solicitation to sell shares or securities. None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer and shall not be construed as investment or financial product.
- 3.5. You acknowledge and accept that these Terms, Accompanying Documents and/or the Website are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner’s sole discretion. Your continued use of the Website after any amendments or alterations of these Terms, Accompanying Documents and/or the Website shall

constitute Your consent and acceptance of any such changes, modifications, amendments, alternations or supplements. The date of the most recent amendments and alterations will be indicated at the top of these Terms.

- 3.6. You acknowledge and accept that the Website Owner reserves the right at any time, in its sole and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason.
- 3.7. The User acknowledges and accepts that: - these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion, by updating this posting at the "Last Updated" section; the User's continued use of the Website after the amendments etc. shall constitute the User's consent hereto and acceptance hereof; - the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.
- 3.8. By using this Website, you covenant, represent, and warrant that (Under the Applicable Law and law of Your country of residence):
- You are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;
 - You are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;
 - You have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework;
 - if You are a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into this Agreement on behalf of such corporation, governmental organization or other legal entity and bind them to these Terms;
 - You will not use the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - You are not engaged in any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - You are not a resident or citizen of any jurisdiction in which ETHMS Tokens Sale is banned or restricted according to ETHMS Tokens Sale policy



- 3.9. You shall not use the Website if you are prohibited under the applicable law from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of ETHMS Tokens under the applicable law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.
- 3.10. You shall not use the Website if You are prohibited from using it under the Applicable Law and/or law of Your country of residence. If You are in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of ETHMS Tokens under Applicable Law and/or the law of Your country of residence, You should not access the Website and You are prohibited from accessing, referencing, engaging, or otherwise using the Website, including for the purchase of any ETHMS Tokens.
- 3.11. Before using the Website and/or purchasing any ETHMS Tokens, You are obliged to read carefully all Accompanying Documents that follow these Terms and regulate the Website usage and ETHMS Tokens Sale procedure. The Accompanying Documents shall be regarded as an inalienable part of these Terms and their terms of use shall be the same as of these Terms. By using the Website, You confirm that You have fully read and understood these Terms and the Accompanying Documents and fully accept their respective terms.
- 3.12. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but the Website Owner shall not be considered to make any recommendation or endorsement of any third party website or its content unless expressly stated by the Website Owner. The Website Owner does not guarantee or otherwise suggest or imply the safety of any third party website or the conformity of any such third party website with Your expectations. Furthermore, the Website Owner is not responsible for maintaining any materials referenced from another site, and makes no warranties, recommendation or endorsement for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

SECTION 4. PURCHASE LIMITATIONS

- 4.1. By purchasing, holding, or using the ETHMS tokens, you acknowledge that transactions using cryptocurrencies contain elements of financial risks and agree to accept that risk, and agree that website owner is not liable for any loss that you may experience, and further acknowledge, accept and assume the risks discussed in section 7 herein and in the accompanying documents.
- 4.2. The website and/or ETHMS token is intended for marketing and sale to participants only in those jurisdictions in and to those persons where and to whom they lawfully may be offered for sale (the



“permitted jurisdictions”). You are only permitted to use the website and purchase ETHMS tokens if your primary residence or domicile is in one of the permitted jurisdictions.

- 4.3. The marketing and sale of the ETHMS tokens is being made in the permitted jurisdictions on the basis that the ETHMS tokens do not constitute a security, financial instrument or otherwise regulated investment in those jurisdictions such that the prospectus or other disclosure requirements and other investor safeguards that would apply to a securities offering will not apply to the issuance and sale of the ETHMS tokens in the permitted jurisdictions. In addition, ETHMS is not regulated in the permitted jurisdictions and is not required to be registered with, or licensed or authorized by, relevant authorities in the permitted jurisdictions.
- 4.4. ETHMS is not a stock or any other investment instruments exchange. ETHMS tokens are not securities and shall not in any case be considered as such, and the offer of ETHMS tokens have not been registered with any government entity. ETHMS tokens do not represent any share, stake, debt or security or equivalent rights, including, but not limited to, any right to receive future revenue or profit shares or intellectual property rights of ETHMS, or any voting or governance rights or any other right to influence the development or operation of ETHMS, and do not represent.
- 4.5. If you're primary residence or domicile is not in one of the permitted jurisdictions, you are not permitted to purchase ETHMS tokens due to the risk of certain regulatory and tax issues and the website owner reserves the right to refuse to sell ETHMS tokens to you.
- 4.6. The website owner shall restrict or prohibit certain entities and/or jurisdictions from use of website and participation in ETHMS tokens sale.

SECTION 5. PAYMENT AND SERVICES

- 5.1. For the purpose of proper use of the Website and ETHMS Tokens balance check, You should register on the Website and create an individual Account with Your respective login and password. You are given access to an Account following Your provision of all information required by the Website Owner, authorization by the Website Owner and upon Your successful creation of an Account. You warrant that any and all information provided for the purpose of Your Account creation and/or any other Website use is valid, current, complete and accurate.
- 5.2. A User can purchase Services on the Platform in exchange for Tokens by creating a new or using his/her existing Account. The User may need to provide information and documents requested in the process of creating the Account and accept and agree to terms of service or other rules in addition to these Terms in order to use the Services.
- 5.3. You hereby expressly consent that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the Website Owner of any unauthorized Account



activity. You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or the Website Owner may suffer as a result of Your failure to do so.

- 5.4. You may deactivate Your registration with the Website at any time by sending respective request in the contact form on the Website. We may terminate Your use of and registration with the Website or freeze any transactions on ETHMS platform at any time if You violate these Terms or any other Accompanying Documents of the Website Owner, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any other party, when we find such measures reasonable and/or necessary in a particular situation, without any refunds.
- 5.5. You are responsible for implementing sufficient measures for securing the wallet or other storage mechanism you use to receive and hold Tokens. You must acknowledge that in case any requisite private keys or other credentials are lost, you may lose access to your Tokens. We are not responsible for substituting such Tokens or for any losses, costs or expenses relating to lost access credentials.
- 5.6. Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining which taxes apply to your purchase of Tokens (if any). It is also your responsibility to withhold, collect, report and remit such taxes to appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the purchase of Tokens.
- 5.7. You are able to purchase ETHMS Tokens without registration on the Website, using Your personal Cryptocurrency wallet or CoinPayments service. However, the registration on the Website is recommended to check the respective ETHMS Tokens balance on Your Account and other respective usage. You are not permitted to use Cryptocurrency exchanges to purchase ETHMSX Tokens.
- 5.8. The Website Owner reserves its right to implement verification or token purchase limitation services on the Website at any time to verify certain eligibility requirements set forth by the Website owner or to limit certain residents from purchase of ETHMS Tokens. Such measures might include, but not limited to: IP address verification or restriction, application of online verification systems and checkboxes, etc. For this purpose the Website Owner reserves its right to engage any third parties at its own discretion. Any of the verification or token purchase restriction measures might be modified by the Website Owner at any time.
- 5.9. By creating an Account, You also consent to receive electronic communications from Website Owner (e.g., via email or by posting notices to the Website). These communications may include notices about Your Account (e.g., password changes and other transactional information) and are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send to You electronically will satisfy any legal communication



requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information We think will be of interest to You. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein if any.

- 5.10. A User can transfer the Tokens to another User without restriction, provided the transfer is in compliance with the applicable rules and regulations, including the important restriction outlined in the preamble of these Terms.
- 5.11. The Company intends to make ETHMS tokens available for trade on secondary market (exchange). A User may need to provide information and documents requested by the exchange and accept and agree to terms of service or other rules in addition to these Terms in order to engage in trading with the Tokens.
- 5.12. The Company may announce a buyback of a specified portion or all of the Tokens at any time. If and when such buyback will occur, the price will be stipulated in the purchase order(s) submitted by the Company to the exchange(s) or the buyback offer will be made publicly available on the Website. For the avoidance of doubt, the buyback is not an obligation on the Company, remains at the sole discretion of the Company, and may never occur.
- 5.13. Mandatory buyback may occur (i) in case of merger, division or reorganization of the Company and/or the Parent and/or their business, (ii) in case of transfer of main product development license to another legal entity or (iii) for any other reason determined by the Company. The Company has the right to declare mandatory buyback of ETHMS tokens at any price determined by the Company taking into account the market value of Tokens. In case the Company declares mandatory buyback, each User shall have an obligation, with respect to all ETHMS tokens held thereby, to take all required action to transfer the Tokens to the Company against receipt of the purchase price in ETH determined in line with the above provisions of this Section 5.13. If a User does not transfer the Tokens to the Company within a period stipulated by the Company, the Company shall be released of its obligation to pay for relevant Tokens and of its obligation to enable purchasing Services in exchange for Tokens.

SECTION 6. INDEMNIFICATION

- 6.1. To the extent permitted by Applicable Law, You shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, Affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification)



filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder.

- 6.2. You shall not have any claim of any nature whatsoever against the Website Owner for any failure by the Website Owner to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to ETHMS Tokens Sale, any economic instability, any advances in quantum computing or cryptography that impact Blockchain immutability, any malfunction, breakdown or abandonment of the Ethereum, Bitcoin or other Blockchain-based protocols, any volatility in the value of Cryptocurrencies, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, any political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by the Website Owner, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.

SECTION 7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1. Any and all purchases of ETHMS Tokens by any Users are final and non-refundable. By purchasing the ETHMS Token, You acknowledge that neither Website Owner nor any of its Affiliates are required to provide a refund for any reason, and that You will not receive money or other compensation for any ETHMS Token that is not used or remains unused for any reason.
- 7.2. The Website and the ETHMS Tokens are provided on an “as is” basis and without any representations or warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of ETHMS Tokens and their use.
- 7.3. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, neither the Website Owner nor its Affiliates (if any) shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise) resulting from:
- 7.3.1. the use of, inability to use, or availability or unavailability of the Website or the material, information, software, facilities, services or content on the Website;
 - 7.3.2. Your purchase of the ETHMS Tokens or Your use of them;
 - 7.3.3. any change of the value of the ETHMS Tokens or any Cryptocurrency;
 - 7.3.4. the ability or inability to sell or transfer ETHMS tokens, or the existence or nonexistence of any platform to exchange ETHMS Tokens for fiat currencies, Cryptocurrencies or cryptoassets, during or after the ETHMS Tokens Sale;



- 7.3.5. any illegal or unauthorized use of the Website or purchase or use of the ETHMS Tokens;
 - 7.3.6. the use or purchase of any third-party websites (other than the Website) or other internet-resources that copy the Website or propose to sell ETHMS Tokens;
 - 7.3.7. the resale or exchange or attempted resale or exchange of ETHMS Tokens for any fiat currency, Cryptocurrency or crypto-asset;
 - 7.3.8. the product failing to be suitable for the special or particular purpose You intend, or the failure of any services on or related to the Website, including online Cryptocurrency services, assets or platforms or the information, images or audio contained or related to the Website;
 - 7.3.9. the Website being infected with any malicious code or viruses; and the manifestation or materialization of any risk discussed in the Accompanying Documents.
- 7.4. The Website Owner shall not provide to You any refund possibility (payout liquidity) for the purchased ETHMS Tokens. You understand and expressly agree that the Website Owner does not represent, warrant or guarantee in any way that the ETHMS Tokens might be sold or transferred, or be saleable or transferable, or an ability or platform to exchange ETHMS Tokens for fiat currencies, Cryptocurrencies or crypto-assets, during or after the ETHMS Tokens Sale. Website Owner further does not make any representations or warranties with respect to the regulatory oversight or the use or security of any such exchange.
- 7.5. To the maximum extent permitted by applicable law, we do not accept any liability for damages, including loss of profit, resulting from any use of, or inability to use, the Website or the Ethereum platform, or from purchasing of ETHMS tokens (including in case of fraud or other misconduct by any seller of ETHMS tokens other than the Company) or their use by the User, regardless of the basis upon which liability is claimed. Among other things, we do not accept any liability for any change of the value of ETHMS tokens, ETH and any other cryptocurrencies.
- 7.6. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning Your use of the Website and Your use and purchase of the ETHMS Tokens
- 7.7. The Website owner does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Your use of the Website and its services, including Cryptocurrency services, assets or platforms, and any information, images or audio contained or related to the Website is at Your own risk.
- 7.8. If Applicable Law or the law of Your country of residence does not permit all or any part of the above limitation of liability or exclusion of warranties or disclaimer of implied terms in contracts to apply to You, the limitations, exclusions and disclaimers will apply to You only to the extent permitted by Applicable Law.
- 7.9. The Website Owner does not guarantee that its Website cannot be copied in part or in full by any persons with fraudulent aims. The Website Owner hereby expressly warns You that You should not



enter, use or purchase any ETHMS Tokens or tokens similar to ETHMS Tokens from any other sources, except for the Website.

- 7.10. Some statements in these Terms and in the Accompanying Documents may include forward-looking statements which reflect the Company's and/or its management's current views with respect to financial performance, market situation and future plans. All forward-looking statements address matters that involve risks and uncertainties. Accordingly, there may be important factors that could cause the actual results of the business to differ materially from those indicated in these statements. There will be no obligation to update or review any forward-looking statements, whether as a result of new information, future developments or otherwise. We do not accept any liability for forward-looking statements.
- 7.11. It is possible that even if the ETHMS Token launch threshold is met, the funds will be insufficient (particularly given the volatility of Cryptocurrency value) to feasibly develop ETHMS, possibly causing the effect that You may not be able to participate in any intended or implied projects. By holding ETHMS Token, You acknowledge that You understand that while every effort will be made to develop and launch the ETHMS, it is possible that it will never be realized due to the aforementioned reasons.
- 7.12. There may be additional risks that cannot be anticipated or foreseen due to the incipience of cryptographic token technology, Blockchain-based technology, Bitcoin, Ethereum and related technologies.

SECTION 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the ETHMS Tokens and his activities generally and there are no implied licenses under this Agreement.
- 8.2. The ETHMS logo and any ETHMS product or service names, logos or slogans that may appear on the Website or service are trademarks of the Website Owner or Our affiliates (if any) and may not be copied, imitated or used, in whole or in part, without Our prior written permission. You may not use any metatags or other "hidden text" utilizing "ETHMS Tokens" or any other name, trademark or product or service name of Us or Our affiliates (if any) without Our prior written.
- 8.3. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the ETHMS.

SECTION 9. JURISDICTION

- 9.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of any country with English as its natural speaking language under its Applicable Law.

SECTION 10. MISCELLANEOUS

- 10.1. **Termination and Suspension.** Notwithstanding anything contained herein, the Website Owner reserves the right, without notice and in its sole discretion, to terminate these Terms, suspend Your right to access the Website, and delete or deactivate Your Account and all related information and files in such Account without liability to You, including (but not limited to) in case of Your breach of these Terms or if the Website Owner believes You have committed fraud, negligence or other misconduct. You may terminate these Terms without notice by discontinuing use of the Website. All rights granted to You under these Terms will immediately be revoked upon the Website Owner's termination of these Terms or suspension of Your access to the Website. In the event of any Force Majeure Event (as defined in "Miscellaneous" Section), breach of this Agreement, or any other event that would make the provision of services commercially unreasonable, the Website Owner may, in its discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of its services or the Website.
- 10.2. **Entire Agreement.** This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
- 10.3. **Assignment.** The Website Owner may, at its sole discretion, assign any of its rights and/or delegate its duties under this Agreement (including, but not limited any and all intellectual property rights for all the intellectual property rights objects created during or referring to ETHMS Tokens Sale, as well as the ETHMS platform itself) to any third party at any time. Further, for the purpose of ETHMS project implementation the Website Owner reserves its right to create specific corporate structure with various entities in di-erent jurisdictions and assign any of its rights (including right of ownership for the collected funds) to any of such entities upon Website Owner's discretion. You may not assign Your rights or delegate Your duties as Website User and ETHMS Tokens purchaser, and any assignment or delegation without the previous written consent of the Website Owner shall be null and void.
- 10.4. **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially

the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

10.5. Communication and Notices. Any communication concerning these Terms execution and/or violation should be conducted only via Your email and through the Website Owner's contact form on the Website. Your official email for communication shall be deemed the email specified by You during the Account registration process. The one and only language of the communication shall be English. The Website Owner may provide any notice to You under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with Your account. Notices the Website Owner provides by posting on the Website will be effective upon posting and notices Website Owner provides by email will be effective when such email is sent. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when Website Owner sends such email, whether or not You actually receive or read the email.

10.6. Tax Issues. The Website Owner makes no representations concerning the tax implications of the sale of ETHMS Tokens or the possession or use of them. You bear the sole responsibility to determine if the purchase of ETHMS Tokens with Cryptocurrency or the potential appreciation or depreciation in the value of ETHMS Tokens over time has tax implications for You in Your home jurisdiction. By purchasing ETHMS Tokens, and to the extent permitted by law, You agree to be solely responsible for any applicable taxes imposed on, and agree not to hold the Website Owner liable for any tax liability associated with or arising from the purchase of ETHMS Tokens. All fees and charges payable by You are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon the Website Owner's request, You will provide it any information it reasonably requests to determine whether it is obligated to collect VAT from You, including Your VAT identification number. If any deduction or withholding is required by law, You will notify the Website Owner and will pay the Website Owner any additional amounts necessary to ensure that the net amount that the Website Owner receives, after any deduction and withholding, equals the amount the Website Owner would have received if no deduction or withholding had been required. Additionally, You will provide the Website Owner with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

10.7. State Policies. The Website Owner and its Aliates strictly follow anti-money laundering (AML), "know your customer" (KYC) and other banking or government regulations in respective jurisdictions. You fully agree to assist the Website Owner in fulfillment of the mentioned regulations and provide any necessary information if such is required from You by the authorized authority.

10.8. **Further Assistance.** You shall cooperate with and assist the Website Owner in connection with any investigation, examination or enquiry by any government entity. You shall promptly provide the Website Owner with any documents, certification, record or other information it may request in connection with such investigation, examination or enquiry.

10.9. **Force Majeure Events.** Website Owner shall not be liable for any loss or damage arising from any event beyond its reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond its reasonable control (each, a "Force Majeure Event").

10.10. **Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.