

DEEDCOIN SALE TERMS & CONDITIONS

PLEASE READ THESE DEEDCOIN SALE TERMS & CONDITIONS CAREFULLY. NOTE THAT SECTION 18 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE TOKENS. Your purchase of Deedcoin tokens (“**Tokens**”) during the Sale (as defined below) from Deedcoin Inc. (the “**Company**,” “**we**,” or “**us**”) is subject to these terms of sale (“**Terms**”). Each of you and Company is a “**Party**” and, together, the “**Parties**.” By purchasing Tokens from us during the Sale, you will be bound by these Terms and any terms incorporated by reference. If you have any questions regarding these Terms, please contact us at team@deedcoinlaunch.com.

You and Company agree as follows:

1. Commencement and Duration of Sale. The company will sell up to 18.7 tokens as either Deedcoin and Deedcoin SAFT combined through two avenues, public sale and private sale. The Company will conduct a public sale of Tokens (the “**Sale**”). The Sale will include multiple phases announced at least seven days prior to each stage on Deedcoinlaunch.com. The first sale to begin publicly will be in the first quarter of 2018 (the “**Launch Date**”) and end after the announced number of token have been sold or a timer expires. All public sales phases will be announced at least 7 days prior to the sale, indicate the Date of sale, the maximum time the phase can run, and the maximum number of tokens that can be sold in the phase. Phases will end when either the tokens sold in the phase or the maximum time is reached as announced prior to the phase beginning. The final public sale phase will conclude on or before 12/31/2018 (the “**Sale End Date**”). The Company will also conduct a private sale of Tokens (the “**Private Sale**”) which will be ongoing beginning on Jan 1st, 2017 (the “**Private Sale**”) through one or multiple Deedcoin sales systems. All Private Sale avenues will conclude on or before 12/31/2018 or when 5 million of the 18.7 million Deedcoin for sale in total have been sold through the Private Sale systems, whichever first. Deedcoin or Deedcoin SAFT will be provided to all purchasers depending on the qualifications and restrictions of the purchaser. Deedcoin has the right to move any of these sales phases forward or back up to 30 days by posting notice on the deedcoinlaunch.com at least 7 days prior to the change of date but all sales will conclude by December 31st, 2018. Any Saft token sold will have a Deedcoin, plus additional bonus Deedcoin, from the sales channels removed and held in reserve for future delivery to replace the Saft token. Unsold Deedcoin Private Sale tokens may be moves to the public sale in later phases. Bonus tokens are provided free of cost, except in the exception below, with purchased tokens not included in the above total quantities.
2. Eligibility. In order to be eligible to participate in the Sale and to log into the Sale portal to make a purchase, you agree to allow the Company, through our Know Your Customer and Anti-Money Laundering Compliance partner Namescan/Membercheck (“**Namescan**”), to check all submitted personal information (your “**User Credentials**”) against their database of people ineligible to purchase tokens. You must also have an Ethereum wallet that supports the ERC-20 token standard in order to receive any Tokens you purchase from us and provide the address for that wallet (the “**Token Receipt**”).

Address”) or you may create one using our Sale Platform. We will not be held liable if you misplace your private key for the wallet created on our platform or submit an address from an exchange wallet such as coinbase.com which does not provide you with the private key for ERC-20 token access. We reserve the right to prescribe additional guidance regarding specific wallet requirements.

3. Purchase and Sale of Tokens.

- (a) Price; Payment Currencies. The USD price per Token is set forth on our website and purchase portal (“**Price Per Token**”). Tokens may be purchased with USD using credit card, Ether (“**ETH**”), Bitcoin (“**BTC**”), or Litecoin (“**LTC**”) (collectively, “Blockchain Tokens” or “BCTs”).
- (b) Purchase Procedure. After logging into the Sale portal through Deedcoinlaunch.com or its affiliated company owned websites, you will be prompted to select the amount of coins you wish to purchase. The Sale platform will display the Exchange Rate (as defined below) that will be applied to calculate your Purchase Price (also as defined below) for the Payment Currency you selected. We reserve the right, in our sole discretion, to modify any of the procedures described herein to account for network congestion or other technical challenges. Due to network and platform limitation, Deedcoin may not be able to close the sales exactly as capped are reached. If a phase is oversold, purchasers will either receive more Deedcoin from the pool left for future phases or a refund of their purchase price if no more Deedcoin exist in the pool.
- (c) Purchase Price. Your quoted “Purchase Price” in the selected Payment Currency is equal to the USD value of Deedcoin as shown as your purchase amount on the purchase portal divided by the Exchange Rate (as defined below). The “Exchange Rate” will be the exchange rate between BCTs and USD as sourced by the Company from cryptocompare.com’s api in real time to calculate the conversion from BTC, LTC, or ETH to DC that will be used for any purchases.
- (d) Purchase Price Must Be Received in Full Upon Purchase. Payment is due in full at time of purchase. Your Tokens will be released once receipt of the full Purchase Price has been confirmed plus processing time detailed in this document in some cases. We reserve the right, in our sole discretion, to modify any of the timelines described herein to account for network congestion or other technical challenges.
- (e) Payment of Purchase Price. You must pay the Purchase Price by sending the correct quantity of ETH, BTC, or LTC to the unique address displayed to you via the Sale portal. Your purchase is not guaranteed until we receive the full amount of the Purchase Price.
- (f) User Information and Limits. Non-US Citizens will have no restrictions on the number of DEED eligible for purchase unless cryptocurrency purchasing is banned entirely in your country of citizenship. U.S. citizens agree that all entered

information is accurate and you will not attempt to circumvent the restriction of 1,500 Deedcoin per US Citizen unless you are an accredited investor. You alone are responsible for any acts or omissions that occur during the Sale through the use of your User Credentials. We reserve the right to suspend or block your access to the Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone associated with your User Credentials.

- (g) Delivery of Tokens. Company has systems in place to deliver tokens within hours from the token purchase time but in the event these systems change or fail, Company will deliver the quantity of Tokens you purchase by the later of (i) three (3) weeks after the Sale End Date (provided, however, that the Company reserves the right to extend the Token delivery deadline for up to two (2) additional weeks if necessary to address any unanticipated technical difficulties), or (ii) immediately after you have provided a complete and accurate Token Receipt Address. For the avoidance of doubt, any such extension shall not affect the obligation of the Company and you to make and take delivery, respectively, of Tokens purchased.
- (h) Unsold Deedcoin. Should Company not sell all available Deedcoin inventory (70% of the total in existence), the unsold Deedcoin shall be held in reserve by Deedcoin Inc. in the company pool for future product or network expansion. Deedcoin will treat these tokens the same way as tokens that are used on the platform by distributing directly to exchanges at market price on a low daily volume beginning in 2020 in order to maintain inventory for new Deedcoin adopters. Funds derived from the sales of these Deedcoin will fund future Deedcoin projects including network expansion, maintenance, and improvement in efforts to delivery platforms and services to improve the real estate industry customer experience as a whole.
- (i) Right to Develop Business. Should Company deem the ecosystem and platform sufficient to sustain business and grow based on funding levels and product capability under the publicly stated “Soft Cap,” Company retains the right to continue operations at lower funding levels. The excess Deedcoin unsold in this situation shall be held in accordance with (h) directly above, with the exception of 10 Million Deedcoin that may be sold prior to 2020 under a sales process to be determined by Company. If Company activates this right, all token holders, including SAFT purchasers, will retain Deedcoin purchased.

4. Purpose and Use of Tokens in the Ecosystem.

- (a) The purpose of the Deedcoin token is to gain access to Deedcoin’s exclusive real estate brokers and take advantage of reduced transaction commission fees charged by those brokers (the “**Services**”) as part of the real-estate transaction ecosystem (the “**Ecosystem**”). Additional information regarding the Ecosystem, the Services, and the Company is described in the Whitepaper available at <https://www.deedcoinlaunch.com/documents/Deedcoin%20White%20Paper.pdf> (the “**Whitepaper**”).

- (b) While we are developing certain applications and software for use in the Ecosystem, we do not operate or control the Ecosystem. We are not responsible or liable for the Ecosystem or any third-party uses of the Ecosystem.
- (c) Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with Services enabled by the Ecosystem, if successfully completed and deployed. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or Company and its corporate affiliates, other than any rights relating to the provision and receipt of Services in the Ecosystem, subject to these Terms. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.

5. Possible Migration of Tokens.

- (a) The Tokens are being created as ERC-20 tokens on the Ethereum protocol. We reserve the right to migrate the ERC-20 based Tokens (the “**Pre-existing Tokens**”) to another protocol, such as Rootstock, and to generate replacement Tokens on the new protocol (the “**Replacement Tokens**”) in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Ecosystem.
- (b) Should we decide to migrate the Tokens, we may no longer provide support for the Pre-existing Tokens relating to the Ecosystem, the Services, or any other operational matters, except with respect to the migration process. Although Company does not at this time anticipate that it will require any Pre-existing Token holders to convert their Pre-existing Tokens to Replacement Tokens, Company anticipates there will be significant incentives for Pre-existing Token owners to do so, since the practical utility of Pre-existing Tokens will likely diminish rapidly once the Replacement Tokens are created and in use by a significant portion of Ecosystem participants. Accordingly, by accepting these Terms you acknowledge and agree that in order for you to continue to participate in the Ecosystem or obtain utility from the Tokens you may need to convert the Tokens you purchase during the Sale to Replacement Tokens in the future.
- (c) Should we decide to migrate the Tokens, we will notify you via the email address you provided to us at the time of the Sale. You are solely responsible for updating us should your contact information change. Deedcoin will create an easy option to upgrade the Tokens via a web portal and will provide at least a 6 month window to upgrade along with notification on all Deedcoin websites.
- (d) Deedcoin may deem it necessary to migrate the tokens to a new smart-contract on ERC-20, or a different Blockchain protocol, should it be necessary for the improvement of the Deedcoin platform. If this occurs, all Deedcoin holders will automatically receive a new version Deedcoin for each of the old version

Deedcoin they hold and the old Deedcoin will be deemed invalid going forward. This will be accomplished technically similar to a “fork” and “airdrop.” In the event this occurs, Deedcoin will manually review all wallets on the blockchain as well as activate a help channel for any questions to create a smooth transition between the smart-contracts. The new Deedcoin smart contract will retain the same total token cap and distribution as the prior smart contract.

6. Scope of Terms.

(a) Unless otherwise stated herein, these Terms only govern your purchase of Tokens from Company during the Sale.

(b) Any use of Tokens in connection with providing or receiving Services in the Ecosystem may be governed by other applicable terms and conditions and policies.

7. Cancellation; Refusal of Purchase Requests. All purchases of Tokens from us during the Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion.

8. Token Creation and Allocation. Important information about the Company’s creation and intended use of the Tokens is provided in our whitepaper which is available via our website at www.deedcoinlaunch.com (the “Whitepaper”). By purchasing Tokens, you acknowledge that you have read, understand, and have no objection to our Whitepaper.

9. Acknowledgment and Assumption of Risks. You acknowledge and agree that there are risks associated with purchasing, owning, and using Tokens for the provision or receipt of Services in the Ecosystem, as disclosed and explained in Exhibit A. BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

10. Security. You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold Tokens purchased from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

11. Personal Information. We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling Tokens to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable laws or regulations.

12. Taxes. Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens,

including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.

13. Representations and Warranties. By sending USD, BTC, ETH, or LTC to purchase Deedcoin tokens from us, you represent and warrant that:

- (a) You have read and understand these Terms (including all referenced documents);
- (b) YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN EXHIBIT B;
- (c) You have sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing Tokens;
- (d) You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks;
- (e) You have obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase Tokens;
- (f) You understand that the Tokens confer only the right to provide and receive Services in the Ecosystem (and potentially contribute to the technical development of the Ecosystem), and confer no other rights of any form with respect to the Ecosystem or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (g) You are purchasing Tokens solely for the purpose of receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment, and operation of the Ecosystem, while being aware of the commercial risks associated with the Company and the Ecosystem. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative, or financial purpose;
- (h) Your purchase of Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

- (i) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
- (j) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly); and
- (k) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

14. 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 the Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- (b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 14(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.

15. Disclaimers.

- (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE 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 TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE 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 15 may not apply to you.

16. 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 THE 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 THE DCs, EXCEED THE AMOUNT YOU PAY TO US FOR THE DCs.
- (b) THE LIMITATIONS SET FORTH IN SECTION 16(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 16 may not apply to you.

17. 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 participants in the Ecosystem and the acts or omissions of any third parties. You expressly waive any rights you may have under any statute or common law principle 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.

18. Dispute Resolution; Arbitration.

- (a) Binding 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 court 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).
- (b) No Class Arbitrations, Class Actions 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.
- (c) Federal Arbitration Act. The enforceability of this Section 18 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.
- (d) Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at team@dedcoinlaunch.com. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and

the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 18, commence an arbitration proceeding or, to the extent specifically provided for in Section 18(a), file a claim in court.

- (e) Process. Any arbitration will occur in New York County, New York. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in New York County, New York will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
 - (f) Authority of Arbitrator. As limited by the FAA, these Terms, and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
 - (g) Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.
19. Governing Law and Venue. These Terms will be governed by and construed and enforced in accordance with the laws of the state of New York, without regard to conflict of law rules or principles (whether of the state of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the state of New York and the United States, respectively, sitting in New York, New York.
20. Severability. If any term, clause or provision of these Terms is held unlawful, void, or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.
21. Miscellaneous. These Terms constitute the entire agreement between you and us relating to your purchase of DC from us. We may assign our rights and obligations under these

Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture, or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

EXHIBIT A

Risk Factors

Certain Risks Relating to Purchase, Sale, and Use of Coins. Important Note: As noted elsewhere in these Terms, the Coins are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Whitepaper is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained herein, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information. By purchasing, owning, and using Coins, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to Coins Due to Loss of Private Key(s), Custodial Error or your Error. A private key, or a combination of private keys, is necessary to control and dispose of Coins stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Coins will result in loss of such Coins. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Coins. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Coins, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Coins. Additionally, your failure to precisely follow the procedures set forth in for buying and receiving Coins, including, for instance, if you provide an incorrect Coin Receipt Address, or provides an address that is not ERC-223 compatible, may result in the loss of your Coins.
2. Risks Associated with the Ethereum Protocol. Because Coins and the Ecosystem are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Ecosystem or Coins. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Coins and the Ecosystem, including the utility of the Coins for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.
3. Risk of Mining Attacks. As with other decentralized cryptographic Coins based on the Ethereum protocol, the Coins are susceptible to attacks by miners in the course of validating Coin transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Ecosystem and the Coins, including, but not limited to, accurate execution and recording of transactions involving Coins.
4. Risk of Hacking and Security Weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the Coins 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 the Coins, including the utility of the Coins for obtaining Services.

5. Risks Associated with Markets for Coins. The Coins are intended to be used solely within the Ecosystem and the Company will not support or otherwise facilitate any secondary trading or external valuation of Coins. This restricts the contemplated avenues for using Coins to the provision or receipt of Services, and could therefore create illiquidity risk with respect to any Coins you own. Even if secondary trading of Coins 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 fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Coins (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.
6. Risk of Uninsured Losses. Unlike bank accounts or accounts at some other financial institutions, Coins 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, such as the Federal Deposit Insurance Corporation, or private insurance arranged by Company, to offer recourse to you.
7. Risks Associated with Uncertain Regulations and Enforcement Actions. The regulatory status of the Coins 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, including the Ecosystem and the Coins. 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 the Coins. Regulatory actions could negatively impact the Ecosystem and the Coins in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Coins constitutes unlawful activity or that the Coins are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The 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.
8. Risks Arising from Taxation. The tax characterization of Coins is uncertain. You must seek your own tax advice in connection with purchasing Coins, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.
9. Risk of Competing Ecosystems. It is possible that alternative ecosystems could be established that utilize the same open source code and protocol underlying the Ecosystem and attempt to facilitate services that are materially similar to the Services. The

Ecosystem may compete with these alternatives, which could negatively impact the Ecosystem and Coins, including the utility of the Coins for obtaining Services.

10. 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 ecosystems (such as the Ecosystem) more generally. Such a lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the Coins, including the utility of the Coins for obtaining Services.
11. 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 the Coins and Ecosystem to function, and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Coins or Ecosystem for any number of legitimate reasons. Moreover, we have no control over how other participants will use the Ecosystem, what products or services will be offered through the Ecosystem by third parties, or how third-party products and services will utilize Coins (if at all). This could create the risk that the Coins or Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in 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 Coins, and the potential utility of the Coins, including the utility of the Coins for obtaining Services.
12. Risk of an Unfavorable Fluctuation of ETH or BTC Value. If the value of ETH or BTC fluctuates unfavorably during or after the Sale, we may not be able to fund development, or may not be able to develop or maintain the Ecosystem in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH and/or BTC, including uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of a so-called “Hard Fork” of bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.
13. Risk of Dissolution of the Company or Ecosystem. It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH and/or BTC (or other cryptographic and fiat currencies), decrease in the Coins’ utility (including their utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Ecosystem may no longer be viable to operate or the Company may dissolve.
14. Risks Arising from Lack of Governance Rights. Because Coins confer no governance rights of any kind with respect to the Ecosystem or the Company, all decisions involving the Company’s products or services within the Ecosystem or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to

discontinue its products or services in the Ecosystem, to create and sell more Coins for use in the Ecosystem, or to sell or liquidate the Company. These decisions could adversely affect the Ecosystem and the utility of any Coins you own, including their utility for obtaining Services.

15. Unanticipated Risks. Cryptographic Coins such as the DC are a new and untested technology. In addition to the risks included herein, there are other risks associated with your purchase, possession, and use of the Coins, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this document.
16. Risks Arising from Copyright Infringement. It is our intent to partner with firms to protect content rights. However, there is no way to fully ensure indemnification from claims that may or may not have any basis in fact. Such claims could result in negative press for the company, which could negatively impact the Ecosystem and Coins, including the utility of the Coins for obtaining Services.