

## TERMS AND CONDITIONS

These TERMS AND CONDITIONS (“TERMS”) must be carefully read and accepted before using in any way the website <https://crycash.io> and/or CRYCASH platform and/or any services or product of CRYCASH and/or buying CRYCASH (CRC) tokens.

By using in any way the website <https://crycash.io> and/or a CRYCASH platform and/or any services or product of CRYCASH and/or buying CRC tokens, you acknowledge that you accept the following TERMS AND CONDITIONS. In the event that you do not understand or accept any of the terms and conditions herein, you should discontinue using or accessing or services in any way.

To the extent permissible by law, CRYCASH legal entity reserves the right to alter these TERMS AND CONDITIONS at any time without providing notice. You are responsible for regularly checking for any changes to these Terms and Conditions. Your continued use in any way of the website <https://crycash.io> and/or CRYCASH platform and/or any services or product of CRYCASH and/or buying CRC tokens after any such changes are released shall be deemed as your acceptance of said changes.

### **GENERAL INFORMATION:**

The following TERMS AND CONDITIONS apply to the sale of CRC tokens to crowdsale participants (“Buyers”, “Users” collectively, and “Buyer” “Users” individually). THIS DOCUMENT IS NOT A SOLICITATION FOR INVESTMENT AND DOES NOT PERTAIN IN ANY WAY TO AN OFFERING OF SECURITIES IN ANY JURISDICTION. This document describes the CRYCASH token sale. By participating in the sale of CRC tokens you explicitly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing CRC tokens and agree to be bound by these Terms.

**DISCLAIMER: TOKENS ARE NOT SECURITIES. TOKENS ARE NONREFUNDABLE. TOKENS ARE NOT FOR SPECULATIVE INVESTMENT. ANY INCOME/PROFIT GENERATING REFERENCES DO NOT APPLY TO THE CRC TOKENS IN ISOLATION. CRC TOKEN IN ITSELF, SEPARATELY FROM THE PLATFORM, DOES NOT ALLOW PURCHASERS TO BENEFIT MONETARY FROM PURCHASING AND/OR HOLDING THE TOKENS AND DOES NOT IN ITSELF GENERATE PROFIT FOR ITS USERS. INCOME WOULD BE GENERATED BY THE PLATFORM IN WHICH TOKEN IS SIMPLY A PAYMENT METHOD. NO PROMISES OF FUTURE PERFORMANCE OR VALUE ARE MADE WITH RESPECT TO TOKENS, INCLUDING NO PROMISE OF INHERENT VALUE, NO PROMISE OF CONTINUING PAYMENTS, AND NO GUARANTEE THAT TOKENS WILL HOLD ANY PARTICULAR VALUE. TOKENS ARE NOT PARTICIPATION IN THE COMPANY AND TOKENS HOLD NO RIGHTS IN SAID COMPANY. TOKEN SALE IS NO SOLICITATION OF INVESTMENT. TOKEN**

BUY BACK PROGRAM IN NO WAY RESEMBLES USUAL SHARE REPURCHASE MECHANISM SINCE CRYCASH LEGAL ENTITY CAN ONLY BUY BACK THE CRC TOKENS THAT CARRY NO PROFIT-SHARING RIGHTS. CRC TOKENS ARE USED ONLY AS THE INSIDE UNIT OF ACCOUNTING THAT CAN BE USED TO RECEIVE THE SERVICES AVAILABLE THROUGH THE CRYCASH ECOSYSTEM. THERE IS NO DIRECT INTERRELATION BETWEEN INVESTING INTO TOKENS AND EXPECTATION OF PROFITS FROM SUCH AN INVESTMENT. CRC TOKENS CAN ONLY BE USED WITHIN THE CRYCASH ECOSYSTEM, WHICH ESSENTIALLY NEGATES THE POSSIBILITY OF THEM BEING CONSIDERED AS MONEY OR MEASURE OF VALUE. THE CRC TOKENS GRANT THEIR HOLDERS THE RIGHT TO UTILIZE THE SYSTEM. THE CRC TOKEN CROWDSALE IS NOT OPEN TO U.S. CITIZENS, U.S. PERSONS, AUSTRALIA, CANADA, CHINA AND SINGAPORE CITIZENS/RESIDENTS. IF YOU ARE NOT SURE IF YOU ARE A U.S. CITIZEN, U.S. PERSON, AUSTRALIA, CANADA, CHINA AND SINGAPORE CITIZENS/RESIDENTS YOU ARE ADVISED NOT TO PARTICIPATE IN THIS CRC TOKENS CROWDSALE.

1. CRC tokens as well as CRC tokens crowdsale fund are owned by the CRYCASH legal entity that is a separate entity and solely independent ownership structure. CRYTEK GmbH and PLINK App are not owners of CRC tokens as well as the CRC tokens crowdsale fund. The CRYCASH legal entity and CRYTEK GmbH and PLINK App as well as other companies in gaming business are creating a deep synergy based on CRYCASH platform activity.

2. It is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Ownership of CRC tokens carries no rights expressed or implied and do not entitle you to any equity or assets of the project. Purchases of CRC tokens are non-refundable. Buyers should have no expectation of influence over governance of the CRYCASH legal entity, CRYCASH Platform, CRYTEK GmbH, PLINK App, HUNT, WARFACE Turkey, CRYENGINE Marketplace, Cybersport Platform etc.

3. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring CRC tokens early in the initial sale versus waiting to buy CRC tokens on open, third-party exchanges.

4. Any expectations of profits, return on investment or value changes in regards to CRC tokens are entirely your own speculation and you acknowledge that the CRYCASH legal entity, ecosystem, employees, proposition or marketing never even remotely implied any of these expectations or made you believe or expect any of these. There is no promise or guarantee whatsoever originating from the CRYCASH party in regards to such expectations that are entirely your own speculation or imagination and the CRYCASH legal entity explicitly distances itself from any such implications or promises.

In case of overload of the blockchain network and fluctuations in BTC and top altcoin prices CRYCASH legal entity reserved the right at any time to make changes in terms of CRYCASH token sale duration as well as in bonus program conditions.

## **ACQUISITION OF TOKENS**

Token Sale Periods starts on December 14th 19:00 UTC and ends on January 31th 18:59 UTC.

Bonus for all during the first 120 hours is 15%, on December 19th bonus is 14%; on December 20th bonus is 13%; from December 21st, 2017 till January 5th, 2018 bonus is 12%; starting from January 6th, 2018 the bonus amount will decrease 1% every 24 hours until 18:59 UTC on January 31, 2018.

Bonus for big investors is 20% for transactions that is equal to 200 ETH and more throughout all token sale period.

CRC tokens can be purchased with BTC, BCH, ETH, LTC, DASH.

Token exchange rate is 0.001 ETH per 1 CRC (i.e. 1000 CRC per 1 ETH)

### **FOR CRC TOKENS BUYERS:**

5. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase CRC tokens in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of CRC tokens, now or in the future, CRYCASH legal entity and its affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of CRYCASH legal entity or its affiliates, including CRYTEK GmbH, PLINK App, HUNT, WARFACE Turkey, CRYENGINE Marketplace, CYBERSPORT and its affiliates, officers, directors, agents, joint ventures, employees and suppliers.

6. Purchases of CRC tokens should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (“BTC”), and blockchain-based software systems. Buyers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the CRYCASH legal entity will be available to assist Buyers of CRC tokens during and after the sale, the CRYCASH legal entity will not be responsible for lost BTC or CRC tokens resulting from actions taken by, or omitted by Buyers. Note, in particular, that CRC tokens Buyers should take great care to write down their wallet password and not lose it so as to be sure that they will be able to access their CRC tokens when it becomes available after the initial sale. If you do not have such experience or expertise, then you should not buy CRC tokens or participate in the crowdsale of CRC tokens.

**WARNING:** Do not buy CRC tokens if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems.

**WARNING:** Cryptographic tokens may experience extreme price volatility.

7. CRC tokens do not represent any formal or legally binding investment. Cryptographic tokens that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis.

A buyer of CRC tokens should be prepared to expect similar or general fluctuations in the price of CRC tokens denominated in BTC or United States dollars (“USD”) or currencies of

other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand.

CRYCASH legal entity cannot and does not guarantee market liquidity for CRC tokens and therefore there may be periods of time in which CRC tokens are difficult to buy.

Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of CRC tokens may be markedly different in different countries and this would likely be reflected in significant price discrepancies.

By purchasing CRC tokens, you expressly acknowledge and represent that you fully understand that CRC tokens may experience volatility in pricing and will not seek to hold any of the CRYCASH legal entity Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of CRC tokens.

8. The purchase of CRC tokens carries with it a number of risks. Prior to purchasing CRC tokens, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, you should not buy CRC tokens. By buying CRC tokens, and to the extent permitted by law, you are agreeing not to hold any of the CRYCASH legal entity Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of CRC tokens, including losses associated with the risks set forth below.

#### 9. Disclosure of Purchases

To enable CRC tokens Buyers to have as much information as possible to guide their decision-making process, CRYCASH legal entity will disclose in real-time the total funds collected in the CRYCASH initial sale to enable the Buyer to develop an understanding of the size of the existing CRYCASH funding pool at the time of their CRYCASH purchase.

#### 10. Purchase of CRC tokens from <https://crycash.io>

The website <https://crycash.io> will maintain a store interface which can be used to buy CRC tokens. The store interface will be available on <https://crycash.io>. Instructions for purchasing CRC tokens with BTC and other cryptocurrencies using the store interface will be embedded and available for review on the <https://crycash.io> website during the duration of the initial sale. Failure to follow these instructions may limit, delay, or prevent a Purchaser from obtaining CRC tokens. Any questions about these instructions should be directed to [support@crycash.io](mailto:support@crycash.io).

#### 11. Obligation to Determine

If Buyer can buy CRC tokens in Buyer's jurisdiction, it is the responsibility of each potential Buyer of CRC tokens to determine if the Buyer can legally buy CRC tokens in the Buyer's jurisdiction.

#### 12. By placing an order for CRC tokens, the Buyer:

- (i) consents and agrees to the Terms;
- (ii) represents and warrants that the Buyer is legally permitted to purchase CRC tokens in the Buyer's jurisdiction;
- (iii) represents and warrants that the Buyer is of a sufficient age to legally purchase CRC tokens or has received permission from a legal guardian who has reviewed and agreed to these Terms;
- (iv) represents and warrants that the Buyer will take sole responsibility for any restrictions and risks associated with the purchase of CRC tokens as set forth below;
- (v) represents and warrants that the Buyer has an understanding of the usage and intricacies of cryptographic tokens, like BTC, and blockchain-based software systems.

### 13. Electronic Notices and the Purchase Email

As part of the purchase process, and in order to purchase CRC tokens, a Buyer will need to provide an email address (the "Purchase Email"). The Purchase Email will be used to email the Buyer a notice of the creation of the Buyer's account on its website. By purchasing CRC tokens, and to the extent permitted by applicable law, the Buyer agrees:

- (i) and consents to receive electronically all communications, agreements, documents, receipts, notices and disclosures that CRYCASH provides in connection with Buyer's use of the Website/the Platform. Buyer agrees that CRYCASH may provide these communications to Buyer by posting them via the Website/the Platform or any other services made available through CRYCASH, by emailing them to Buyer at the email address Buyer provides.
- (ii) not to hold any of the CRYCASH legal entity Parties liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to, Buyer's failure to secure their account.

### **CRYCASH tokens SALE**

14. CRC tokens will only be available for sale on the CRYCASH website. CRYCASH legal entity will only sell CRYCASH through <https://crycash.io>.

WARNING: Any third-party websites or services offering CRC tokens for sale during the initial sale or facilitating the sale or transfer of CRC tokens in any way during the initial sale are not sanctioned by CRYCASH legal entity or its affiliates and have no relationship in any way with the CRYCASH legal entity Parties. Therefore, CRYCASH legal entity prohibits the use of these third-party websites or services for the purchase of CRC tokens prior to the end of the initial sale.

15. The CRYCASH legal entity will monitor all potential transactions for fraudulent attempts to double spend BTC or another cryptocurrency. Any detected double spend of BTC will result in no CRC tokens being delivered to the associated Buyer.

16. CRYCASH legal entity warrants that it will not buy CRC tokens in its own sale. Furthermore, the CRYCASH legal entity warrants that it will not buy CRC tokens from any

third party, or acquire CRC tokens in any manner, or acquire future control of CRC tokens, during the period of the initial sale.

17. The purchase of CRC tokens carries with it significant risk. Prior to purchasing CRC tokens, the buyer should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to buy CRC tokens.

18. Risks associated with the purchase of CRC tokens.

(i) It is possible that the value of BTC will drop significantly in the future, potentially depriving CRYCASH legal entity of sufficient resources to continue to operate.

(ii) CRC tokens will be stored in a wallet which can only be accessed with a password selected by the Buyer. If a Buyer of CRC tokens does not maintain an accurate record of their password, this may lead to the loss of CRC tokens. Therefore, Buyer must safely store their password in one or more backup locations that are well separated from the primary location. In order to access one's CRC tokens the password that the Buyer entered is required; loss of this may lead to the loss of a Buyer's CRC tokens.

(iii) Any third party that gains access to the Buyer's Purchase Email may be able to gain access to the Buyer's CRC tokens. The Buyer must take care not to respond to any inquiry regarding their purchase of CRC tokens, including but not limited to, email requests purportedly coming from <https://crycash.io> or a similar-looking domain.

(iv) Cryptocurrencies are under regulation by various regulatory bodies around the globe. The CRYCASH Platform and CRYCASH legal entity could be impacted by one or more regulatory enquiries or regulatory action, which could impede or limit the ability to continue to develop the CRYCASH Platform.

(v) It is possible that the CRYCASH Platform will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the use of CRC tokens in gaming. Such a lack of interest could impact the development of the CRYCASH Platform. CRYCASH legal entity cannot predict the success of its own marketing efforts or the efforts of other third parties. There is no guarantee of revenues or profits resulting from the marketing activities of the CRYCASH legal entity.

(vi) The Buyer recognizes that the CRYCASH Platform is currently under development and may be changed before release. The Buyer acknowledges that any expectations regarding the form and functionality of the CRYCASH Platform held by the Buyer may not be met upon release of the CRYCASH Platform, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the CRYCASH Platform.

(vii) The Buyer understands that while the CRYCASH Team will make reasonable efforts to complete the CRYCASH Platform software, it is possible that an official completed version of the CRYCASH Platform may not be released and there may never be an operational CRYCASH Platform.

(viii) Hackers or other groups or organizations may attempt to steal the BTC and cryptocurrency revenue from the initial sale, thus potentially impacting the ability of CRYCASH legal entity to promote the CRYCASH Platform. To account for this risk, CRYCASH legal entity has and will continue to implement comprehensive security precautions to safeguard the BTC and cryptocurrency obtained from the sale of CRYCASH.

(ix) The loss or destruction of a private key by CRYCASH legal entity used to access may be irreversible. CRYCASH legal entity's loss of access to its private keys or a data loss relating to CRYCASH legal entity could adversely affect the value of CRYCASH Platform.

(x) CRYCASH Platform is a new product, thus contributing to price volatility that could adversely affect the value of CRC tokens. The factors affecting the further development of the digital assets industry, as well as the CRYCASH Platform, include:

a) continued worldwide growth in the adoption and use of CRC tokens and other digital assets;

b) government and quasi-government regulation of CRC tokens and other digital assets and their use, or restrictions on or regulation of access to and operation of the CRYCASH Platform or similar digital asset systems;

c) the maintenance and development of the software of the CRYCASH Platform;

d) changes in consumer demographics and public tastes and preferences;

e) the availability and popularity of other similar products; and

f) general economic conditions and the regulatory environment relating to the CRYCASH Platform and digital assets.

(xi) Intellectual property rights claims may adversely affect the operation of the CRYCASH Platform. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the CRC tokens. Platform's long-term viability may adversely affect the value of CRC tokens. Additionally, a meritorious intellectual property claim could prevent end-users from accessing the CRYCASH Platform.

(xii) Cryptocurrency exchanges on which CRC tokens may trade may be relatively new and largely unregulated and may therefore be more exposed to fraud and failure than established, regulated exchanges for other products. To the extent that the cryptocurrency exchanges representing a substantial portion of the volume in CRC tokens trading are involved in fraud or experience security failures or other operational issues, such cryptocurrency exchange failures may result in a reduction in the price and can adversely affect the value of CRC tokens. A lack of stability in the cryptocurrency exchanges and the closure or temporary shutdown of cryptocurrency exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the CRYCASH Platform and result in greater volatility in the price.

(xiii) Political or economic crises may motivate large-scale sales of CRC tokens, which could result in a reduction in the price and adversely affect the value of CRC tokens. Digital assets such as CRC tokens, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events. Large scale sales of CRC tokens would result in a reduction in the price.

(xiv) It is possible that a digital asset other than CRC tokens could have features that make it more desirable to a material portion of the digital asset user base, resulting in a reduction in demand for CRC tokens, which could have a negative impact on the use and price of CRC tokens. It is possible that a comparable product could become materially popular due to either a perceived or exposed shortcoming of the CRYCASH Platform that is not immediately addressed by the CRYCASH legal entity Team, or a perceived advantage of a comparable product that includes features not incorporated into the CRYCASH Platform. If this product obtains significant market share, it could have a negative impact on the demand for and price of CRC tokens.

(xv) CRC tokens transactions are irrevocable and stolen or incorrectly transferred CRC tokens may be irretrievable. As a result, any incorrectly executed CRC tokens transactions could adversely affect the value of CRC tokens. Cryptocurrency transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the host blockchain platform. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of CRC tokens or a theft of CRC tokens generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of CRC tokens.

(xvi) It is possible that, due to any number of reasons, including without limitation the failure of business relationships or marketing strategies, that the CRYCASH Platform and all subsequent marketing from the money raised from the sale of CRC tokens may fail to achieve success.

**19. ALL PURCHASES OF CRC TOKENS ARE FINAL. PURCHASES OF CRC TOKENS ARE NON-REFUNDABLE. BY PURCHASING CRC TOKENS, THE BUYER ACKNOWLEDGES THAT NEITHER THE CRYCASH legal entity NOR ANY OTHER OF THE CRYCASH legal entity PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE BUYER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY CRC TOKENS THAT IS NOT USED OR REMAINS UNUSED.**

**20. Taxation of CRC tokens and Taxation Related to the Initial Sale CRYCASH legal entity makes no representations concerning the tax implications of the sale of CRC tokens or the possession or use of CRC tokens. The Buyer bears the sole responsibility to determine if the purchase of CRC tokens with BTC or the potential appreciation or depreciation in the value of CRC tokens over time has tax implications for the Buyer in the Buyer's home jurisdiction. By purchasing CRC tokens, and to the extent permitted by law, the Buyer agrees not to hold any**



of the CRYCASH legal entity Parties liable for any tax liability associated with or arising from the purchase of CRC tokens.

21. Although the CRYCASH legal entity requires that Buyers provide an email address, CRYCASH legal entity will not knowingly, openly or publicly, publish any identifying information related to CRC tokens purchases without the prior written consent of the Buyer. Buyers may be contacted by email by CRYCASH legal entity regarding a purchase. Such emails will be informational only. CRYCASH legal entity will not request any information from Buyers in an email. Please, read carefully our [Privacy Policy](#).

22. Intellectual Property Rights. All exclusive ownership of rights to use the patents, trademarks, trade names, trademark registrations, copyrights, know-how, technology and other intellectual property necessary to the conduct using the whole CRYCASH activities generally. Unless otherwise indicated by us, all copyright and other any intellectual property of the CRYCASH legal entity, all content and other materials contained on CRYCASH legal entity website or provided in connection with the CRC tokens initial sale, including, without limitation, the intellectual property rights for the CRYCASH legal entity and all text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, methods and algorithms, coordination, expression and other content connected to the CRYCASH legal entity (hereinafter - the "CRYCASH Materials") are the proprietary property of CRYCASH legal entity or our licensors, clients or suppliers and are protected by international copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the CRYCASH Materials. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the CRYCASH Materials in breach of the Terms, your right to use the CRYCASH Platform will stop immediately with no warning and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the CRYCASH legal entity or any content on the CRYCASH Platform is transferred to you, and all rights not expressly granted are reserved by the CRYCASH legal entity. Any use of the CRYCASH Platform not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. There are also no implied licenses under these Terms, and any rights not expressly granted to the User hereunder are reserved by the CRYCASH legal entity.

### 23. DISCLAIMER

The Buyer expressly agrees that the Buyer is purchasing CRC tokens at the Buyer's sole risk and that CRC tokens is provided on an "as is" basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties of title or implied warranties merchantability or fitness for a particular purpose. Without limiting the foregoing, none of the CRYCASH legal entity parties warrant that the process for purchasing CRC tokens will be uninterrupted or error-free.

The Buyer expressly agrees and acknowledges that any token sale could involve a risk of loss and there is always a risk that the CRC tokens may not be exempt from securities registration requirements in jurisdiction of any country, including, but not limited to the USA. Many international jurisdictions have indicated that tokens sales may qualify as sales of investment contracts, or qualify as crowdfunding sales under pre-existing regulations, and may be regulated as such.

In its White Paper, the CRYCASH legal entity in no way guarantees that the SEC or any other regulatory authority will not determine the tokens to be securities subject to registration. The CRC tokens have not been approved or disapproved by any relevant regulatory authorities in foreign jurisdictions, including, but not limited to, jurisdictions who expressed any form of guidance as to initial coin offerings and tokens sales, such as USA, Australia, Canada, China and Singapore.

As in certain jurisdictions cryptocurrencies, ICOs, crypto equities or crypto assets are strictly regulated by law please have legal advice if you can purchase CRC tokens. DO NOT PURCHASE CRC tokens in case of not being certain about your rights that the jurisdiction of your residence and/or citizenship grants you.

If the jurisdiction of your residence and/or citizenship is not one of the permitted jurisdiction you are not permitted to purchase CRC tokens.

#### 24. LIMITATION WAIVER OF LIABILITY

THE BUYER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, CRC TOKENS OR THE CRYCASH PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE CRYCASH legal entity PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, CRC TOKENS. THE BUYER FURTHER SPECIFICALLY ACKNOWLEDGES THAT CRYCASH legal entity PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER BUYERS OF CRC TOKENS, AND THAT THE RISK OF PURCHASING CRYCASH RESTS ENTIRELY WITH THE BUYER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE CRYCASH legal entity PARTIES BE LIABLE TO ANY BUYER FOR MORE THAN THE AMOUNT THE BUYER MAY HAVE PAID TO CRYCASH legal entity FOR THE PURCHASE OF CRC TOKENS. SOME JURISDICTIONS DO NOT ALLOW 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 BUYER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY BUYER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF CRYCASH legal entity.

#### 25. Dispute Resolution:

a) CRYCASH legal entity and Buyer (the “Parties”) agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this pre-sale/sale and their respective rights and obligations hereunder arising under this Agreement (a “Dispute”).

b) If the Parties, or their designated representatives, are unable to resolve the Dispute within ten (10) business days after referral of the matter to them, the Parties will submit the Dispute for resolution pursuant to paragraph c. of this Section.

c) Except with respect to Disputes concerning (i) the right of either Party to apply to a court of competent jurisdiction for an interim or interlocutory injunction or other provisional remedy to preserve the status quo or prevent irreparable harm or (ii) any Disputes that may arise in connection with a breach of a Party’s obligations of confidentiality hereunder, if any Dispute is not resolved pursuant to paragraphs a. and b. above, the Parties will, acting reasonably, agree mutually on the forum for resolution of the Dispute by arbitration as set out in this Section.

d) After the completion of the procedures set forth in paragraph b. and agreement by the Parties to enter into binding arbitration in accordance with paragraph c. of this Section, either Party may within thirty (30) calendar days refer the Dispute to arbitration by serving written notice of its intention to arbitrate the Dispute to the other Party.

e) The arbitration will be conducted by a single arbitrator to be mutually agreed to by the Parties within three (3) business days following the date of the referral of the Dispute to arbitration.

#### 26. Force Majeure

CRYCASH legal entity is not liable for failure to perform solely caused by: • unavoidable casualty, • delays in delivery of materials, • embargoes, • government orders, • acts of civil or military authorities, • acts by common carriers, • emergency conditions (including weather conditions), or • any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other’s inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

27. These Terms set forth the entire understanding between each Buyer and CRYCASH legal entity with respect to the purchase and sale of CRC tokens. For facts relating to the sale and purchase, the Buyer agrees to rely only on this document in determining purchase decisions

and understands that this document governs the sale of CRC tokens and supersedes any public statements about the initial sale made by third parties or by CRYCASH legal entity or individuals associated with any CRYCASH legal entity parties, past and present and during the initial sale. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this Agreement. This Agreement may only be amended by a written document duly executed by the parties.

28. The Buyer and CRYCASH legal entity agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

29. No Waiver. The failure of CRYCASH legal entity to require or enforce strict performance by the Buyer of any provision of these Terms or CRYCASH legal entity's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of CRYCASH legal entity's right to assert or rely upon any such provision or right in that or any other instance. The expressed waiver by CRYCASH legal entity of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by CRYCASH legal entity shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Buyer and a duly appointed officer, employee, or agent of CRYCASH legal entity.

30. Updates to the Terms and Conditions. Initial Sale CRYCASH legal entity reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on website (<https://crycash.io>). Any Buyer will be deemed to have accepted such changes by purchasing CRC tokens. The Terms may not be otherwise amended except in a signed writing executed by both the Buyer and CRYCASH legal entity. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase CRC tokens.

31. Cooperation with Legal Authorities. CRYCASH legal entity will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. CRYCASH legal entity will endeavour to publish any legal enquiries upon receipt.

32. Further Information

For further information regarding the CRC tokens sale, please contact [support@crycash.io](mailto:support@crycash.io).

**Last updated on:** 31 January 2018.

