

THE INSTABRIDGE SERVICE

Distributed LEDGER and blockchain technology have yet to evolve standard interfaces which (for example) permit a TOKEN created on one LEDGER to be used in connection with applications built on other LEDGERS based on different protocols.

The INSTABRIDGE SERVICE provides an automated or semi-automated execution platform to facilitate:

- (a) the transposition by TOKEN OWNERS of NATIVE TOKENS to substitute these for WRAPPED TOKENS on a 1:1 basis thereby enabling owners of NATIVE TOKENS to access the functionality afforded by other public networks using this bridge or wrapping service; and
- (b) the exchange of EXRD TOKENS for XRD TOKENS and vice versa, (EXRD constituting a WRAPPED TOKEN for the purpose of these TERMS AND CONDITIONS).

INSTABRIDGE does not have control over the operation or performance of the RADIX NETWORK.

2 WRAPPED TOKENS

The functionality of a WRAPPED TOKEN may be limited, for example WRAPPED TOKENS cannot be used for payment of transaction fees, nor for staking on the RADIX LEDGER. The functionality of WRAPPED TOKENS may be limited to engaging with applications which may be built on public networks.

ON THE RADIX NETWORK

A WRAPPED TOKEN will be created by a RADIX LEDGER function call to a TOKEN generation “Component” (the RADIX equivalent of a “smart contract”) running on top of the RADIX LEDGER. A WRAPPED TOKEN will be generated and transferred to the TOKEN OWNER by the TOKEN generation Component, which will be engaged in response to a TOKEN OWNER’S request generated via the INSTABRIDGE SERVICE.

If the substitution is reversed, and the WRAPPED TOKEN is returned to the TOKEN HOLDER and replaced with the corresponding NATIVE TOKEN via the INSTABRIDGE SERVICE, then that WRAPPED TOKEN will be burned.

THE CALL FOR CREATION AND SUBSTITUTION OF A NATIVE TOKEN FOR A WRAPPED TOKEN IS MADE BY THE OWNER OF THE NATIVE TOKEN DELIVERING NATIVE TOKENS INTO THE STAGING ACCOUNT AND AGREEING TO THESE TERMS AND CONDITIONS.

WRAPPED TOKENS SUBSTITUTED FOR NATIVE TOKENS (SUCH AS BITCOIN): (BITCOIN) WRAPPED TOKENS WILL BE FUNGIBLE WITH ALL OTHER RADIX (BITCOIN) WRAPPED TOKENS CREATED VIA THE INSTABRIDGE SERVICE, BUT NOT WITH OTHER TYPES OF WRAPPED TOKENS.

INSTABRIDGE WILL USE REASONABLE ENDEAVOURS TO MAINTAIN RESERVES OF NATIVE TOKENS WHICH IT BELIEVES ADEQUATE TO MEET FORESEEABLE DEMAND FOR THOSE WHO WISH TO REVERSE THE SUBSTITUTION AND REACQUIRE NATIVE TOKENS.

INSTABRIDGE DOES NOT HAVE ANY OBLIGATION TO REDEEM WRAPPED TOKENS NOR TO MAINTAIN RESERVES OF NATIVE TOKENS TO ENABLE IT TO DO SO.

INSTABRIDGE DOES NOT HOLD ANY TOKENS AS CUSTODIAN OR AGENT FOR THE TOKEN OWNER.

INSTABRIDGE USER TERMS

The INSTABRIDGE SERVICE is provided by METAVERSE (RADIX) LIMITED a company incorporated in Jersey with registered number 136526, trading under the name INSTABRIDGE (whose registered office is First Floor La Chasse Chambers, 10 La Chasse, St Helier, JE2 4UE, Jersey), (“**METAVERSE**”, “**INSTABRIDGE**”, “**We**”, “**Us**” or “**Our**”).

These TERMS AND CONDITIONS apply to all use of the INSTABRIDGE SERVICE and form the basis of a contract between You as the TOKEN OWNER and USER of Our services (“**You**” or “**Your**”). INSTABRIDGE and You shall collectively be referred to as the PARTIES, or individually, a PARTY.

By clicking “accept” or downloading any INSTABRIDGE software, creating an INSTABRIDGE USER ACCOUNT, or accessing the INSTABRIDGE WEBSITE, downloading or using any INSTABRIDGE app or using the INSTABRIDGE SERVICES in any manner, You are deemed to enter into a legally binding contract for the supply of the INSTABRIDGE SERVICES in accordance with these TERMS AND CONDITIONS.

1 DEFINITIONS

In these TERMS AND CONDITIONS, the following words shall have the meanings set out below:

AFFILIATE	any person or business directly or indirectly under the control of, or controlled by, or under common control of any of the PARTIES or which has the ability to direct or cause the direction of the management and policies of a PARTY, whether by contract or otherwise.
DIGITAL IDENTITY	the digital representation of Your identity stored by You in Your INSTAPASS USER ACCOUNT, including all supporting documents, information and data which is used to verify and authenticate that representation.
INSTABRIDGE SERVICE	an automated system (as provided from time to time) for executing USER instructions and for substituting NATIVE TOKENS for WRAPPED TOKENS and vice versa.
INSTABRIDGE USER ACCOUNT	the INSTABRIDGE SERVICE account maintained by You as a USER.
INSTABRIDGE WEBSITE	the online website available at URL: www.INSTABRIDGE.io
INSTAPASS SERVICE	the service provided by INSTAPASS for the creation, storage and transmission of a DIGITAL IDENTITY with specific reference to a user’s personal information.
INSTAPASS USER ACCOUNT	a user account created by You for the creation and maintenance of a DIGITAL IDENTITY using the INSTAPASS SERVICE which is operated by Metapass (Radix) Limited, incorporated in Jersey with registered number 135972, whose registered office is First Floor La Chasse Chambers, 10 La Chasse, St Helier, JE2 4UE, Jersey.
INTELLECTUAL PROPERTY	patents, utility models, rights to inventions, supplementary protection certificates, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets), semiconductor topography rights, and all other

	intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
LEDGER(S)	collective term for a ledger, network, platform or system on which it is possible for TOKENS to be created.
NATIVE LEDGER	a distributed ledger, network, platform, or service on, or in relation to, or for which the particular NATIVE TOKEN was originally created.
NATIVE TOKENS	a TOKEN generated by NATIVE LEDGER or platform for use on that ledger, network, or platform.
RADIX LEDGER	a trust-less peer-to-peer network capable of determining the order of events within a distributed system, agnostic to its operating environment based on a structured, shardable architecture which creates and utilises the RADIX TOKEN (XRD).
RESTRICTED PERSON	any person or class of persons designated by INSTABRIDGE (at its absolute discretion) and persons who are identified as resident, domiciled or carrying on business in High Risk Jurisdictions according to FATF2 and Transparency International 2018 Corruption Perceptions Index Rating 3 of less than 25, or which in the opinion of INSTABRIDGE is otherwise not compliant with international standards for anti-money laundering, anti-terror financing or has been identified as having been subject to investigation for breach of any of similar regulations.
STAGING ACCOUNT	an account or wallet held by INSTABRIDGE which shall hold NATIVE TOKENS or WRAPPED TOKENS (as required) that have been submitted to the INSTABRIDGE SERVICE as security for the proposed acquisition of the corresponding WRAPPED TOKENS or NATIVE TOKENS.
TOKEN(S)	NATIVE TOKENS and/or WRAPPED TOKENS as the context requires.
TOKEN OWNER	a natural person, corporate or unincorporated body (whether having separate legal personality) who owns the legal and beneficial right title and interest in a TOKEN including the right to possess and utilise all cryptographic keys relating thereto.
USER	an individual who has created and maintains an INSTABRIDGE USER ACCOUNT.
USER CREDENTIALS	passwords, biometric authenticators, cryptographic keys and hardware devices, and any personal information together with Your DIGITAL IDENTITY which You as a USER will engage to access and use the INSTABRIDGE SERVICE.
WRAPPED TOKEN	a TOKEN which can be used on the RADIX LEDGER, or where relevant another public network (other than the NATIVE LEDGER), and which emulates some but not all of the functionality of the NATIVE TOKEN (such as Bitcoin),

with a fixed exchange ratio of 1:1 on the INSTABRIDGE SERVICES.

INTEROPERABILITY/ INSTABRIDGE SERVICE

2 THE INSTABRIDGE SERVICE

- 2.1 The INSTABRIDGE service provides a facility for TOKEN OWNERS to:
- (a) exchange of EXRD for XRD and vice versa (where available); and
 - (b) to utilise functionality and services including applications provided by or built on the RADIX LEDGER and other supported LEDGERS.
- 2.2 INSTABRIDGE provides an automated or semi-automated mechanism to substitute at a constant 1:1 ratio of:
- (a) EXRD issued on the Ethereum blockchain for XRD;
 - (b) a supported NATIVE TOKEN (such as Bitcoin) for a corresponding WRAPPED TOKEN on the RADIX LEDGER; and
 - (c) a WRAPPED TOKEN for a corresponding NATIVE TOKEN for supported NATIVE TOKENS.

3 FEES

- 3.1 The INSTABRIDGE SERVICE at initiation will be free of charge.
- 3.2 INSTABRIDGE reserves the right to require the payment of fees in respect of any substitution, or service provided by INSTABRIDGE or the use of the INSTABRIDGE SERVICE.
- 3.3 Fee schedules will be published on the INSTABRIDGE WEBSITE and will be effective from the date they are published.

4 LIMITATION ON FUNCTIONALITY OF WRAPPED TOKENS

- 4.1 INSTABRIDGE DOES NOT CREATE nor supply WRAPPED TOKENS. WRAPPED TOKENS are created by a call made on Your behalf on the ledger on which the WRAPPED TOKEN is to be used (for example the RADIX LEDGER will generate WRAPPED TOKENS for use on that LEDGER for BITCOIN and other approved TOKENS).
- 4.2 A TOKEN OWNER may use the INSTABRIDGE SERVICE to facilitate substitution of WRAPPED TOKENS for NATIVE TOKENS and vice versa.
- 4.3 The INSTABRIDGE SERVICE will be provided to the owners of the most widely used NATIVE TOKENS, such as Bitcoin (supported tokens).
- 4.4 WRAPPED TOKENS which represent other popular NATIVE TOKENS may be provided as part of the INSTABRIDGE SERVICE over time when this service is available.

5 YOUR WARRANTIES

- 5.1 You warrant on a continuing basis that by creating, accessing, and using an INSTABRIDGE USER ACCOUNT You:
- (a) HAVE READ THESE TERMS AND CONDITIONS, CONSIDERED THE RISKS AND LIMITATIONS REFERRED TO HEREIN AND TAKEN ALL LEGAL ACCOUNTING TAX AND OTHER PROFESSIONAL ADVICE YOU CONSIDER TO BE PRUDENT INCLUDING BUT NOT LIMITED TO THE MATTERS SET OUT AT SCHEDULE 1.
 - (b) are acting on Your own behalf as principal, and not as an agent, nominee, trustee or otherwise on behalf of or at the direction of any other person, company or other undertaking;

- (c) will not use the INSTABRIDGE SERVICE to assist facilitate, or procure transactions with third parties, or on behalf of such third parties nor to cause, assist or procure transactions with or on behalf of others;
- (d) are at least 18 years of age (or any older age legally required under local law in Your country to bind Yourself legally to these TERMS AND CONDITIONS);
- (e) have and maintain a valid mobile phone number that only You have access to;
- (f) have a valid email address that You and only You control access to and which You check regularly;
- (g) will only use the INSTABRIDGE SERVICE for lawful purposes;
- (h) will ensure that all information and data which You provide to INSTABRIDGE, and/or which is stored by You on the INSTAPASS SERVICE is accurate, true and up to date at all times;
- (i) will keep Your private keys, authentication TOKENS, systems, USER CREDENTIALS and passwords secure and notify INSTABRIDGE of any circumstances in which Your private key and/or authentication, devices, data or documents, TOKENS, passwords, USER CREDENTIALS or security information (including control of Your mobile phone or email) is, or might have been, compromised;
- (j) do not already have an INSTABRIDGE USER ACCOUNT, and have not had an INSTABRIDGE USER ACCOUNT closed by Us, and do not have access to any other INSTABRIDGE USER ACCOUNT;
- (k) will not use the INSTABRIDGE SERVICE to facilitate the processing of proceeds of crime or procure or assist any other party to perform any unlawful transaction or transaction which facilitates any unlawful activity;
- (l) will, when using the INSTABRIDGE SERVICE, comply with all laws, regulatory requirements, and rules as are applicable to You, and to the use of the INSTABRIDGE SERVICE and any of the WRAPPED TOKENS or NATIVE TOKENS;
- (m) have not at any time been convicted of any crime involving dishonesty, nor been involved in any type of activity associated with money laundering, terror financing, or any other applicable anti-corruption or anti-bribery statute (this is a continuing warranty);
- (n) are not and never have been subject to any investigation by, or have received a request for information from, any governmental body relating to corruption or bribery, under any statute, (this is a continuing warranty); and
- (o) have obtained independent legal advice in relation to these TERMS AND CONDITION and the laws of any territory of which You are a national, or resident, or where You are located when using the INSTABRIDGE SERVICE as You consider prudent.

6 DATA PRIVACY AND INCORPORATION

6.1 The following documents, are incorporated into these TERMS AND CONDITIONS:

- (a) Privacy Policy – a copy of which can be found at the following URL: www.instabridge.io/terms/privacy; and
- (b) Data Retention Policy will be provided on request to support@instabridge.io; and
- (c) Data Security Policy will be provided on request to support@instabridge.io.

6.2 INSTABRIDGE will process Your personal data in accordance with the INSTABRIDGE, Privacy Policy, Data Security Policy and Data Retention Policy as are amended from time to time.

- 6.3 Any amended terms and/or policies will be posted on the INSTABRIDGE WEBSITE and will be effective from and including 21 days from the date of posting.

7 ACCESS TO YOUR INSTABRIDGE ACCOUNT

- 7.1 You agree that You will not:
- (a) republish, redistribute, re-transmit, assign, sub-license or grant any rights of use (or other rights) or access to the INSTABRIDGE SERVICE to any other person;
 - (b) save as permitted by law, copy or reproduce any part of the INSTABRIDGE SERVICE, software, media, graphics, trademarks or any content which is presented by the INSTABRIDGE SERVICE whether publicly available or not;
 - (c) save as You are entitled to do so for lawful purposes, decompile or reverse engineer any part of the INSTABRIDGE SERVICE, nor attempt to decompile or reverse engineer the source code or alter, modify, translate, adapt or create derivative works of the INSTABRIDGE SERVICE or any content in any way (in whole or in part);
 - (d) remove or tamper with any INSTABRIDGE copyright, trademark or other attribution notice;
 - (e) link to or frame any part of the INSTABRIDGE WEBSITE or represent Yourself or others as being authorised to provide the INSTABRIDGE SERVICE or otherwise represent that You have any relationship or authorisation to do so other than with Our written consent;
 - (f) attempt to circumvent security features or interfere with the proper working of the INSTABRIDGE SERVICE, any INSTABRIDGE USER ACCOUNT, the INSTABRIDGE WEBSITE or other interface; and
 - (g) use Your INSTABRIDGE USER ACCOUNT and/or the INSTABRIDGE SERVICE in connection with, nor procure nor assist others to execute or facilitate any fraudulent or unlawful activity, impersonate another person or do anything which is harmful to INSTABRIDGE or its officers, employees or AFFILIATES or any other person.
- 7.2 You may use Your INSTABRIDGE USER ACCOUNT and/or the INSTABRIDGE SERVICE only for authorised and lawful purposes (complying with all applicable laws and regulations).

8 USE OF YOUR INSTABRIDGE USER ACCOUNT

- 8.1 By initiating request, using the INSTABRIDGE WEBSITE, app or other portal provided by INSTABRIDGE, or by sending TOKENS to the STAGING ACCOUNT with a request for exchange with the corresponding NATIVE TOKENS or WRAPPED TOKEN You make an irrevocable request to:
- (a) substitute a NATIVE TOKEN for the corresponding WRAPPED TOKEN or vice versa; or
 - (b) substitute EXRD for XRD or vice versa.
- 8.2 TOKENS deposited in the STAGING ACCOUNT are held by INSTABRIDGE as security and subject to a general and specific lien and may not be returned accessed or redeemed by the TOKEN OWNER save as provided by Clause 13.
- 8.3 Upon INSTABRIDGE being (in its absolute discretion) satisfied that:
- (a) Your identity and bona fides (as TOKEN OWNER) have been fully and effectively validated;
 - (b) You have complied with all “Know Your Client” and “Anti-Money Laundering” requirements;

- (c) no concerns have arisen suggesting that any TOKENS held in the STAGING ACCOUNT have been inculcated in, nor used to facilitate a crime nor that any WRAPPED TOKEN is likely to be so used,

then INSTABRIDGE:

- (a) will deliver to You the equivalent number and type of WRAPPED TOKENS or NATIVE TOKENS (less any fees if applicable) to those you have transferred to the STAGING ACCOUNT. All legal and beneficial right, title, interest and risk in any TOKENS transferred to You (the TOKEN OWNER) shall pass to You when a transfer is initiated by INSTABRIDGE; and
- (b) upon initiation of the transfer at (a) all legal and beneficial right, title, interest and risk in any TOKENS held in the STAGING ACCOUNT, corresponding to the WRAPPED OR NATIVE TOKENS at (a) shall become the property of INSTABRIDGE and be deemed to have been transferred to INSTABRIDGE with full title guarantee, free from all liens and encumbrances together with all rights privileges and chose in action relating thereto.

8.4 INSTABRIDGE may at any time decline to process any request at its absolute discretion and return any TOKENS held in the STAGING ACCOUNT to You (the TOKEN OWNER) save where it has elected to retain such TOKENS in accordance with Clause 13.1

9 HOLDING RESERVES.

9.1 Whilst INSTABRIDGE may hold sufficient reserves of NATIVE TOKENS to meet reasonably anticipated demand for exchange with any WRAPPED TOKENS it has no obligation to do so.

9.2 INSTABRIDGE has no obligation:

- (a) to acquire any WRAPPED TOKENS from You; nor
- (b) to acquire and NATIVE TOKENS or vice versa, from You; nor
- (c) to acquire XRD or EXRD, or either of them, from You.

10 SECURITY OF YOUR INSTABRIDGE USER ACCOUNT

10.1 You are the only authorised USER of Your INSTABRIDGE USER ACCOUNT.

10.2 Save for as provided pursuant to these TERMS AND CONDITIONS, You must not permit, either directly or indirectly, any third party to access or use Your INSTABRIDGE USER ACCOUNT.

10.3 You must not facilitate nor permit access nor control of any passwords or USER CREDENTIALS that are required to access Your INSTABRIDGE USER ACCOUNT by any third party.

10.4 Access will be provided to Your INSTABRIDGE USER ACCOUNT when USER CREDENTIALS (e.g. password, biometrics, cryptographic signature or code) that You have previously used are entered.

10.5 We are entitled to rely upon the entry of Your USER CREDENTIALS for the purpose of recognising and accepting that it is You that has requested access to Your INSTABRIDGE USER ACCOUNT and conduct any transactions entered or requested via the INSTABRIDGE WEBSITE or other permitted portal.

10.6 You are responsible for all use made of Your INSTABRIDGE USER ACCOUNT and use of Your USER CREDENTIALS.

- 10.7 It is Your responsibility to keep Your USER CREDENTIALS, devices' passwords, security measures and personal credentials up to date, confidential and secure and not to disclose these to any other person.
- 10.8 If You have any concern that the security of Your INSTABRIDGE USER ACCOUNT or USER CREDENTIALS may have been compromised You must notify Us immediately by emailing support@instabridge.io stating the reason for Your concerns.
- 10.9 You must at all times use all available security features for all accounts and devices including where available multifactor identification.
- 10.10 INSTABRIDGE is not liable for any misuse of Your INSTABRIDGE USER ACCOUNT unless this is attributable to gross misconduct or fraud on the part of INSTABRIDGE or its employees.
- 10.11 If We suspect that Your INSTABRIDGE ACCOUNT or that the INSTABRIDGE SERVICE has or may be compromised or We suspect any unauthorised transaction or use, We may:
 - (a) communicate with You via Your registered email address, registered mobile number (if available), or other secure means agreed between You and Us; and/or
 - (b) at Our absolute discretion and without liability, suspend or block Your INSTABRIDGE USER ACCOUNT until We have established communication with You and verified Your identity and/or that any threat or suspected threat has been overcome.

11 COMPLIANCE AND DUE DILIGENCE

- 11.1 Upon receipt by INSTABRIDGE of relevant TOKENS (NATIVE TOKENS or WRAPPED TOKENS) into the STAGING ACCOUNT, INSTABRIDGE shall conduct all such inquiries and investigations as it deems appropriate as to the source and provenance of TOKENS, and the identity and bona fides of the TOKEN OWNER as it deems appropriate and to comply with all actual or prospective regulatory and legal standards in any relevant jurisdiction.
- 11.2 You shall promptly and in good faith assist and co-operate with all requests for information and documents made by or on behalf of INSTABRIDGE in connection with, "Know Your Client" and anti-money laundering policies/ anti-corruption / sanctions compliance and other due diligence procedures and make available all information and documents on demand reasonably required by Us to enable Us to complete all inquiries in accordance with this Clause 11.

12 AVAILABILITY OF A DIGITAL IDENTITY WITH INSTAPASS

- 12.1 As part of Your creation of an INSTABRIDGE USER ACCOUNT You will be required to confirm that You hold an INSTAPASS USER ACCOUNT and/or to create such an account.
- 12.2 Your DIGITAL IDENTITY will be relied upon by INSTABRIDGE for all relevant compliance requirements.
- 12.3 You hereby authorise Us to access Your DIGITAL IDENTITY and will provide all such approvals and consents as required by INSTAPASS to share Your personal information and data with Us.
- 12.4 INSTABRIDGE will receive and process Your personal data in accordance with Our PRIVACY POLICY.

WE MAY RELY UPON YOUR DIGITAL IDENTITY, BUT WE ARE NOT OBLIGED TO DO SO.

- 12.5 You warrant that all information and documents which comprise Your DIGITAL IDENTITY are accurate true and up to date.
- 12.6 You remain responsible at all times for:
 - (a) the truthfulness, accuracy and completeness of Your DIGITAL IDENTITY;

- (b) the authenticity of all records data and information which comprise or underpin Your DIGITAL IDENTITY; and
- (c) requesting, when appropriate, the re-validation/ reverification or updating of the documents, data records or information which comprises Your DIGITAL IDENTITY.

13 NON-COMPLETION OF COMPLIANCE OR DUE DILIGENCE INQUIRIES

13.1 If INSTABRIDGE is not satisfied:

- (a) with the outcome of any inquiry or investigation; or
- (b) that any inquiry is conclusive as to the bona fides of the TOKEN OWNER; or
- (c) that the source or previous use of any TOKEN can be definitively resolved; or
- (d) that use of the INSTABRIDGE SERVICE will not adversely affect third party rights, securities or equitable interests or be used for unlawful purpose; or
- (e) that the use of the INSTABRIDGE SERVICE will not assist or procure money laundering, tax evasion, breach of sanctions, or other unlawful activity in any territory,

then in such event INSTABRIDGE shall be entitled, without liability (at its discretion) to:

- (f) terminate any agreement formed with You (the TOKEN OWNER); and
- (g) release its security interest and return to You (the TOKEN OWNER) all TOKENS held in the STAGING ACCOUNT; or
- (h) hold and retain all TOKENS in the STAGING ACCOUNT and block the transfer of and access to such TOKENS and may require before any release of TOKENS that You do all or some of the actions listed in Clause 13.2 to the satisfaction of INSTABRIDGE.

13.2 In the event of INSTABRIDGE exercising its rights pursuant to Clause 13.1 We may require You as the TOKEN OWNER to:

- (a) provide further evidence as required by INSTABRIDGE, including but not limited to evidence of the release of any potential third-party rights;
- (b) resolve to Our satisfaction any perceived limitations on Your legal or beneficial right, title, or interest in and relating to such TOKENS;
- (c) obtain letter(s) or confirmation from the appropriate regulatory authority of “no-action” in respect of any potential breach of regulations in any relevant territory; and/or
- (d) secure final unappealable determination of a court (made or approved by the Courts of England) as to provenance, legal status, ownership, source, or purpose for which TOKENS have been submitted.

14 WAIVER AND INDEMNITY

14.1 Save where by virtue of the fraud or gross misconduct by an employee or officer of INSTABRIDGE, the TOKEN HOLDER waives and releases all rights and claims known and unknown, present or future arising out of the use by the TOKEN OWNER of the INSTABRIDGE SERVICE and the possession or use, transfer or dealing in TOKENS or any of them including without limitation any loss, damage or claim arising out of:

- (a) any system failure, regulatory action, or third-party claims;
- (b) corruption of any digital media file or records;
- (c) errors in any software however caused;
- (d) failure or delay in access to the INSTABRIDGE SERVICE;

- (e) the consequences of any malicious code, virus, or ransomware;
- (f) breach or failure of any security system, process or protocol;
- (g) failure of any communication process system or function including without limitation any telecommunication, or network, failure;
- (h) any act of any third-party, government or regulatory action; or
- (i) enforcement action taken by any regulatory, government agency, or tax authority or relating to or arising out of the use of the INSTABRIDGE SERVICE or the possession use transfer or holding of TOKENS.

15 INDEMNITY

You hereby fully and effectively indemnify and hold safe INSTABRIDGE and its AFFILIATES against all claims demands, legal fees, expenses, and costs relating from arising from the use of the INSTABRIDGE SERVICE and the possession, use, transfer or function of any WRAPPED TOKENS and any losses, claims or demands which arise from the substitution of WRAPPED TOKENS and NATIVE TOKENS and/or the use made by You and any third party, assignee, successor in title of any such TOKENS. Such indemnity shall include all legal costs and expenses of commencing or defending any proceedings relating thereto (on a full indemnity basis).

16 COMPLIANCE PRIVACY AND THE USE OF YOUR PERSONAL DATA

- 16.1 You agree for Us to collect, and process, Your personal identification data.
- 16.2 Collection and processing shall be for the purpose of investigating and verifying Your identity and bona fides, as set out in these TERMS AND CONDITIONS, and in Our PRIVACY POLICY.
- 16.3 Third parties include those set out in Our Privacy Policy, details of which are referred to at Clause 6.1(a).
- 16.4 You consent on a continuing basis to Us engaging and/or sub-contracting third parties to process, verify and validate Your personal identification information; which may include, use of and access to confidential data sources, information providers, government and regulatory resources, data services (including public records), and records which are available on subscription.
- 16.5 Consequential upon the authority You provide pursuant to this Clause 16, INSTABRIDGE will use reasonable commercial efforts to conduct such inquiries and to do such things which are consistent with recognised international standards to independently verify Your identity from the information You provide and from such independent sources as are available to Us.
- 16.6 You hereby authorise Us and Our sub-contractors to:
 - (a) **use Your personal data and information for the purpose of verification** of Your identity and validating the information and documents You provide to Us as may be required to validate Your identity;
 - (b) **share with sub-contractors** all personal data and information which You provide to Us or which We collect pursuant to these TERMS AND CONDITIONS or other third parties We engage, commission or instruct for the purpose of verifying such data and information and validating Your identity.
- 16.7 **You agree to comply with any reasonable request by Our sub-contractors** for approval to process Your personal data and information and to comply with terms and conditions, and privacy policies of such third parties and sub-contractors as may be required from time to time to fulfil the purpose of establishing Your identity.

16.8 Without prejudice to Clause 16.7 if You are unwilling or unable to provide any consent or to agree with or comply with the terms of third parties We appoint to investigate and validate Your identity or the source and provenance of any TOKENS You have deposited in the STAGING ACCOUNT We may terminate any agreement formed on the basis of these TERMS AND CONDITIONS and Our relationship with You, and decline to execute any transaction on Your behalf.

17 NO FIDUCIARY OBLIGATIONS

17.1 INSTABRIDGE does not:

- (a) hold any asset, TOKEN or property on behalf of or to the account of a TOKEN OWNER nor does it act as custodian, trustee, nor in any representative or fiduciary capacity in respect of any rights, money, TOKENS, assets or property (real or intangible) of any kind; nor
- (b) act as agent for You or for any third party.

18 TERMINATION AND/OR SUSPENSION

18.1 We reserve the right to:

- (a) alter or replace Your USER CREDENTIALS, or require You to do so, at any time;
- (b) suspend access to Your INSTABRIDGE USER ACCOUNT at any time;
- (c) terminate Your INSTABRIDGE USER ACCOUNT at Our discretion, any time, without notice; and/or
- (d) suspend the operation of the INSTABRIDGE SERVICE at any time, without notice.

18.2 Upon termination We shall be entitled to delete and permanently erase Your INSTABRIDGE USER ACCOUNT and all data and information which is stored therein, without liability.

18.3 We may retain such of Your personal information and data as We may require for the purpose of complying with Our legal and regulatory obligations for such period in accordance with Our Data Retention and Privacy Policy.

19 MISCELLANEOUS TERMS

19.1 Any agreement formed with You is personal to You, You may not transfer or assign, delegate, or sub-contract any or all of Your rights or obligations under these TERMS AND CONDITIONS nor may You create any security nor create any charge lien over the TOKENS or benefit created held or accrued pursuant thereto.

19.2 If We fail to enforce any of Our rights under these TERMS AND CONDITIONS or otherwise, that will not result in a waiver of such right(s).

19.3 If any provision of these TERMS AND CONDITIONS is found to be unenforceable, all other provisions shall remain unaffected.

19.4 Termination of any agreement formed which incorporates these TERMS AND CONDITIONS shall not affect any rights, remedies, obligations or liabilities of the PARTIES that have accrued up to the date of termination including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

20 ENTIRE AGREEMENT

20.1 These TERMS AND CONDITIONS shall constitute the entire agreement between the PARTIES and supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations, and understandings between the PARTIES, whether written or oral, relating to its subject matter.

- 20.2 Each PARTY agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) where such statement, representation, assurance, or warranty is not set in these TERMS AND CONDITIONS.
- 20.3 Save as expressly provided for here in each PARTY agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these TERMS AND CONDITIONS.

21 THIRD PARTY RIGHTS

INSTABRIDGE owes no contractual or other duty to any third party, assignee or to Your successors in title.

22 ASSIGNMENT

We may sell, assign, transfer or sub-contract all rights and obligation to perform the INSTABRIDGE SERVICE provided pursuant to these TERMS AND CONDITIONS upon giving You notice of Our intention to do so and in the event of assignment of Our interests such assignee shall thereafter be responsible for the performance of all obligations, and We shall be released from all further obligations and duties under these TERMS AND CONDITIONS in favour of the transferee/assignee.

23 EXCLUSION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER IMPLIED OR EXPRESS AND WHETHER ARISING BY LAW, CONTRACT OR FROM A COURSE OF DEALINGS BETWEEN US.

WE DO NOT GUARANTEE THE CONTINUOUS OR UNINTERRUPTED OPERABILITY OF THE INSTABRIDGE SERVICE.

THERE MAY BE PERIODS OF DOWNTIME FOR MAINTENANCE AND UPGRADE WORK (WHETHER ON A SCHEDULED OR UNSCHEDULED BASIS).

SAVE AS PROVIDED BY THE RELEVANT DATA PROTECTION LAWS WE ARE NOT RESPONSIBLE FOR THE SECURITY OF INFORMATION THAT YOU CHOOSE TO COMMUNICATE WITH US WHILE IT IS BEING TRANSMITTED OR FOR ANY DATA LOST DURING TRANSMISSION.

IN NO EVENT SHALL WE, OUR AGENTS, OFFICERS, EMPLOYEES OR SUB- CONTRACTORS BE LIABLE TO YOU FOR ANY LOSS OR CORRUPTION OF DATA; LOSS OF KEYS, SOFTWARE OR HARDWARE; LOSS OF ANTICIPATED SAVINGS; LOSS OF PROFIT OR ECONOMIC LOSSES; INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES. ANY LIABILITY WE DO HAVE FOR LOSSES YOU SUFFER IS STRICTLY LIMITED TO LOSSES THAT WERE REASONABLY FORESEEABLE AND, IN ANY CASE, SHALL NOT EXCEED THE SUM OF £150.

YOU AGREE THAT WE DO NOT ASSUME, HAVE OR OWE ANY OBLIGATIONS OR DUTIES, FIDUCIARY OR OTHERWISE, TO YOU, EXCEPT AS ARE EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS.

TO THE EXTENT ANY FIDUCIARY DUTY MAY BE IMPLIED ALL LIABILITY FOR BREACH OF SUCH DUTY IS EXCLUDED.

WE WILL NOT IN ANY EVENT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF ANY OF OUR OBLIGATIONS THAT IS CAUSED BY ANY ACT OR OMISSION OF A THIRD PARTY OR EVENTS OUTSIDE OUR REASONABLE CONTROL.

24 JURISDICTION

- 24.1 **The courts of Jersey** shall have exclusive jurisdiction to settle any dispute or claims (including non-contractual disputes or claims) arising out of or in connection with these TERMS AND CONDITIONS or in relation to their formation.
- 24.2 The situs of any agreement formed in accordance with these TERMS AND CONDITIONS and of all debts assets, property (including the situs of all property in TOKEN, cryptographic keys and access to the INSTABRIDGE SERVICE) shall be deemed to be JERSEY and all performance of all obligations and accrual of causes of action arising out of the operation, use and functioning of the INSTABRIDGE SERVICE and the location and exchange of all property and assets, TOKENS, rights and causes of action relating thereto or the subject thereof are deemed to have been made performed and located in Jersey, irrespective of the residence, domicile, location, principal place of business or location, place of business of any third-party beneficiary or where the benefit accrues or any loss is realised.
- 24.3 Nothing in this Clause 24 shall limit or exclude any rights of INSTABRIDGE to enforce any rights in in any territory in relation to INTELLECTUAL PROPERTY owned by or licensed to INSTABRIDGE in accordance with the laws applicable to such rights which subsist in any territory where such INTELLECTUAL PROPERTY rights are owned or used (whether such use is authorised or not).
- 24.4 All operation of conflict of laws is excluded.

SCHEDULE 1. RISK FACTORS

YOU SHOULD CONSIDER CAREFULLY THE RISKS DESCRIBED BELOW, TOGETHER WITH ALL OF THE INFORMATION SET OUT BELOW BEFORE MAKING A DECISION TO ACQUIRE ANY TOKENS.

THE FOLLOWING RISKS ENTAIL CIRCUMSTANCES UNDER WHICH, YOUR FINANCIAL PROSPECTS AND THE VALUE OF TOKENS COULD BE ADVERSELY AFFECTED.

1 RISKS ASSOCIATED WITH TOKENS

- 1.1 There may not be any market for TOKENS. It is possible that TOKENS may not and cannot meet a TOKEN OWNER'S expectations.
- 1.2 It is possible that any of the software, systems, wallets, smart contracts, logic or interfaces may not function as anticipated or as You understand them. It is also possible that such systems may experience malfunctions, security breaches or otherwise fail to be adequately developed or maintained, which may negatively impact TOKENS.
- 1.3 Whilst We have sought to retain and continue to competitively recruit experts, there is a general scarcity of management, technical, scientific, research and marketing personnel with appropriate experience to build, maintain and improve TOKENS.

CRYPTO PROJECTS INVOLVE A HIGH DEGREE OF RISK. TOKEN OWNERSHIP AND USE MAY INVOLVE AN EVEN HIGHER DEGREE OF RISK.

2 OPERATING RISKS

- 2.1 The market in TOKENS and application / operation of built on LEDGERS is highly competitive and the percentage of companies that survive and prosper is small.
- 2.2 Crypto projects often experience unexpected problems in the areas of product development, marketing, financing, and general management, amongst others, which frequently cannot be solved.

RISK OF LOSING ACCESS TO TOKENS DUE TO LOSS OF PRIVATE KEY(S), CUSTODIAL ERROR OR TOKEN OWNERS ERROR.

- 2.3 TOKENS can only be accessed by using a wallet and a TOKEN OWNER'S TOKENS may only be transferred by the person in possession of the respective private key(s).
- 2.4 TOKEN OWNERS acknowledge, understand and accept that if their private key(s) becomes lost or stolen, TOKENS associated with such private key(s) will likely be unrecoverable and permanently lost.
- 2.5 In addition, any third party that gains access to a TOKEN OWNER'S private key(s), including by gaining access to the login credentials relating to the wallet, may be able to misappropriate the TOKEN OWNER'S TOKENS.
- 2.6 Any errors or malfunctions caused by or otherwise related to the digital wallets or vaults to which TOKEN OWNERS choose to receive TOKENS or in which TOKEN OWNERS choose to store TOKENS, including a TOKEN OWNER'S own failure to properly maintain, update, backup or use such digital wallet or vault, may also result in the loss of a TOKEN OWNER'S TOKENS.

RISK OF INCOMPATIBLE WALLET SERVICE.

The wallet or wallet service provider used to receive TOKENS must conform to the relevant token standard in order to be technically compatible with TOKENS. The failure to ensure such conformity may have the result that that TOKEN OWNERS will not gain access to his TOKENS or may lose access to his TOKENS.

3 RISK OF INADEQUATE RESOURCES.

- 3.1 Distributed LEDGERS require intensive computing resources. The demand for these resources may exceed expected requirements.
- 3.2 Available resources may prove inadequate to support TOKENS, which may affect the distribution or utility of TOKENS.

CRITICAL PARTICIPANTS IN THE CREATION MAINTENANCE AND OPERATION OF THE RADIX LEDGER MAY BE FORCED TO CEASE OPERATIONS OR TAKE ACTIONS THAT RESULT IN NON-FUNCTIONING OR REDUCED CAPACITY OF THE RADIX LEDGER

4 DISSOLUTION OF KEY PLAYERS

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of cryptographic and fiat currencies, the inability by to establish TOKENS' utility, the failure of commercial relationships, or intellectual property ownership challenges, the issuer may no longer be viable to operate, and the issuer may dissolve or take actions that result in its dissolution.

5 TAX

THE TAX TREATMENT OF TOKENS, THE ACQUIRE RIGHTS CONTAINED THEREIN AND TOKENS' DISTRIBUTION IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR TOKEN OWNERS UPON CERTAIN FUTURE EVENTS.

- 5.1 The tax characterisation of TOKENS is uncertain, and each TOKEN OWNER must seek its own tax advice in connection with any acquisition of TOKENS which may result in adverse tax consequences to TOKEN OWNERS, including withholding taxes, capital gains taxes, corporation and income taxes and tax reporting requirements.
- 5.2 Each TOKEN OWNER should consult with and must rely upon the advice of its own professional tax advisors with respect to the treatment of any acquisition or disposal of TOKENS and the rights relating thereto therein.

6 ADOPTION

THE TOKENS MAY NOT BE WIDELY ADOPTED AND MAY HAVE LIMITED TOKEN OWNERS.

It is possible that TOKENS will not be used by a large number of individuals, companies and other entities. Such a lack of use or interest could negatively impact the development of TOKENS and therefore the potential utility of TOKENS.

7 FORKING

RISK OF HARD-FORK.

- 7.1 LEDGERS go through substantial development works, as part of which it may become the subject of significant conceptual, technical and commercial changes.
- 7.2 As part of the development, an upgrade to TOKENS may be required (a hard fork of a LEDGER) and that, if TOKEN OWNERS decide not to participate in such upgrade, TOKEN OWNERS may no longer be able to use their TOKENS and any non-upgraded or otherwise deprecated TOKENS may lose their utility in full.

8 UNINSURED LOSSES

RISK OF UNINSURED LOSSES.

- 8.1 Unlike bank accounts or accounts at some other financial institutions, TOKENS are uninsured and do not have the benefit of statutory compensation schemes.
- 8.2 TOKEN OWNERS must obtain private insurance against possible loss of TOKENS.

8.3 Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the issuer, to offer recourse to TOKEN OWNERS.

9 COMPETING TOKENS/LEDGERS

ALTERNATIVE TOKENS MAY BE ESTABLISHED THAT COMPETE WITH OR ARE MORE WIDELY USED THAN TOKENS.

It is possible that alternative tokens could be established that utilise similar code and/or protocol to TOKENS. TOKENS may be in direct competition with these alternative tokens, which could negatively impact TOKENS.

10 ABSENCE OF MARKET MAKERS

RISKS ASSOCIATED WITH MARKETS FOR TOKENS.

- 10.1 **THERE MAY BE NO MARKET MAKERS** and those who create, develop and participate in the RADIX NETWORK may choose not to enable or otherwise facilitate any secondary speculative trading or any such external valuation of TOKENS.
- 10.2 This may restrict the contemplated avenues for using TOKENS to the TOKEN utility described in the Whitepapers and could therefore create illiquidity risk with respect to any TOKENS held. Even if secondary trading of TOKENS is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation.
- 10.3 Furthermore, to the extent that any third party ascribes an external exchange value to TOKENS (e.g., as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero.

TOKEN OWNERS accept that TOKENS are not offered on an investment basis. Each TOKEN OWNERS further acknowledges that any payment made for TOKENS will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and is unlikely to be protected by any jurisdiction.

The open-source nature of underlying code which supports TOKENS means that LEDGERS may be susceptible to developments that could damage TOKENS and could affect the utilisation of TOKENS.

The TOKENS will operate and exist on distributed LEDGERS, which are maintained and developed by community contributors.

The open-source nature of the RADIX and ETHEREUM protocols mean that it may be difficult to maintain, and no party may have adequate resources to address emerging issues or malicious programs that develop within BLOCKCHAINS adequately or in a timely manner.

Third parties may introduce weaknesses or bugs into the core infrastructure and open-source code which may negatively impact TOKENS. Such events may result in a loss of trust in the security and operation of TOKENS and a decline in TOKEN OWNER activity and could negatively impact the market price and or functionality of TOKENS.

The TOKENS may be the target of malicious cyberattacks or may contain exploitable flaws in its underlying code, which may result in security breaches and the loss or theft of TOKENS. If TOKENS' security is compromised or if TOKENS are subjected to attacks that frustrate or thwart the ability to use or transfer TOKENS, TOKEN OWNER'S may cut back on or stop using TOKENS altogether, which could seriously curtail the utilisation of TOKENS and cause a decline in the market price of TOKENS.

Novel technology and continuing development; the TOKENS' structure, the open-source protocol(s) on which it relies, and the software application and other interfaces or applications built upon TOKENS are still in an early development stage and are unproven.

There can be no assurances that TOKENS or the creation, transfer or storage of TOKENS will be uninterrupted or fully secure which may result in a complete loss of TOKENS or an unwillingness of TOKEN OWNERS to use TOKENS.

Further, TOKENS and the LEDGER may also be the target of malicious attacks that may seek to identify and exploit weaknesses in the software or TOKENS which could result in the loss or theft of TOKENS or the encrypted keys.

Lack of Demand.

If there is insufficient demand, there is a risk that TOKENS fail to gain support and grow as an exchange TOKEN. This risk is unknown until the relevant LEDGER has commenced and demand has been identified.

Unanticipated risks.

Cryptographic TOKENS such as TOKENS are a new and untested technology. In addition to the risks set out in this section, there are other risks associated with acquisition, storage, transfer and use of TOKENS that cannot be anticipated. Such risks may further materialise as unanticipated variations or combinations of the risks set out in this section.

Risks related to blockchain technologies and digital assets.

The regulatory regime governing the blockchain technologies, cryptocurrencies, TOKENS and coin offerings such as TOKENS is uncertain, and new regulations or policies may materially adversely affect the development and the utility of TOKENS.

Regulation of TOKENS cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped and likely to rapidly evolve, varies significantly amongst international, state and local jurisdictions and is subject to significant uncertainty.

Various legislative and executive bodies may in the future, adopt laws, regulations, guidance, or take other actions, which could severely impact the development and growth of TOKENS and the adoption and use of TOKENS. Failure to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

As blockchain networks and blockchain assets have grown in popularity and in market size, state, national and supra-national agencies have begun to take interest in, and in some cases regulate, their use and operation.

The regulation of non-currency use of blockchain assets is uncertain. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a blockchain network or asset, TOKENS may be materially and adversely affected.

Various jurisdictions may, in the near future, adopt laws, regulations or directives that affect TOKENS. Such laws, regulations or directives may directly and negatively impact Our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of TOKENS and the adoption and widespread use of TOKENS.

New or changing laws and regulations or interpretations of existing laws and regulations may materially and adversely impact the value of the currency in which TOKENS may be exchanged, the liquidity of TOKENS, the ability to access marketplaces or exchanges on which to trade TOKENS, and the structure, rights and transferability of TOKENS.

Risk of software weaknesses.

As TOKENS and the smart contract system may malfunction, breakdown or abandonment of the protocol may have a material adverse effect on TOKENS, the smart contract system and/or the RADIX ecosystem.

Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to TOKENS, the smart contract system rendering ineffective the cryptographic consensus mechanism that underpins the protocol.

The smart contract system concept, the underlying software application and software platform (i.e., the blockchain) is still in an early development stage and unproven.

There is no warranty or assurance that the process for creating TOKENS will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, amongst other things, the complete loss of contributions and/or TOKENS.

Risk of necessary alteration to protocol or blockchain.

In order to stay up to date with technology, LEDGERS and technology may be required to update or change the smart contract system, the protocol or even the blockchain that TOKENS operate on. This may affect the use, utility and value of TOKENS.

The TOKENS depend on a network of computers to run certain software programs to process transactions. Because of this decentralised model, there is limited control over the use of TOKENS, or the ability of participants to keep central accounts or records other than those maintained on the public LEDGER.

In addition, TOKEN OWNERS are not and will not be entitled, to vote or receive dividends or be deemed the holder of capital stock of the Issuer for any purpose, nor will anything be construed to confer on the holders any of the rights of a stockholder or any right to vote for the election of directors or upon any matter submitted to Shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or otherwise.

Conflicts of interest: there may be occasions when certain individuals involved in the development and launch of TOKENS may encounter conflicts of interest in connection with the provision or use of TOKENS of, such that such party may avoid a loss, or even realise a gain, when other TOKEN OWNERS are suffering losses.

TOKEN OWNERS may also have conflicting, tax, and other interests and the performance initiation or use of the code.

Holders may lack information for monitoring TOKENS. TOKEN OWNERS may not be able to obtain all information they would wish to have access to in respect of TOKENS on a timely basis or at all. It is possible that a holder may not be aware on a timely basis of material adverse changes that have occurred with respect to TOKENS.

EACH PROSPECTIVE TOKEN OWNER SHOULD EVALUATE THE RISKS OF EACH TOKEN ON THE BASIS THAT THE TOKENS, THE PROVIDER OR ANY THIRD PARTY'S ASSESSMENT OF THE PROSPECTS OF TOKENS MAY NOT PROVE ACCURATE AND PAST PERFORMANCE OF ANY SIMILAR TOKEN IS NOT PREDICTIVE OF FUTURE RESULTS.

If TOKENS are unable to satisfy data protection, security, privacy, and other government and industry-specific requirements, their growth could be harmed.

There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the TOKEN'S reputation, erode TOKEN OWNER confidence in the effectiveness of its security measures, negatively impact its ability to attract further people to use TOKENS, or cause existing holders to sell their TOKENS.

The further development and acceptance of blockchain networks, which are part of a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of blockchain networks and blockchain

assets would have an adverse material effect on the successful development and adoption of TOKENS.

The growth of the blockchain industry in general, as well as the blockchain networks with which TOKENS will rely on and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:

- worldwide growth in the adoption and use of Bitcoin, Ethereum and other blockchain technologies;
- government and quasi-government regulation of Bitcoin, Ethereum and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- the extent to which open-source software protocols are maintained and developed;
- changes in consumer demographics and public tastes and preferences;
- the availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- general economic conditions and the regulatory environment relating to cryptocurrencies;
- a decline in the popularity or acceptance of Bitcoin, Ether or other blockchain-based coins or TOKENS would adversely affect Our results of operations; or
- the slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of TOKENS.

General hacking: risk of theft and vulnerabilities

The smart contract system concept, the underlying software application and software the LEDGER and the underlying LEDGER software may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing.

Any such successful attacks could result in theft or loss of contributions or TOKENS, adversely impacting the ability to develop TOKENS and derive any usage or functionality from TOKENS.

TOKEN OWNERS must take appropriate steps to satisfy themselves of the integrity and veracity of relevant websites, systems and communications.

Furthermore, because the distributed LEDGERS are based on open-source software, there is a risk that a third party or a member of the issuer's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of any network, which could negatively affect the network and TOKENS.

Risk attacks.

As with other cryptocurrencies, the blockchain used for the smart contract system is susceptible to attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks.

Any successful attacks present a risk to the smart contract system, expected proper execution and sequencing of TOKEN transactions, and expected proper execution and sequencing of contract computations.

TOKEN OWNERS understand and accept that the use of miners/validators will ultimately be in control of TOKENS via the smart contract system, and that the majority of staking nodes or

miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the smart contract system, and that such a scenario could lead to TOKENS losing intrinsic value and/or functionality.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING MUST CONSULT THEIR OWN PROFESSIONAL ADVISERS, BEFORE DECIDING WHETHER TO ACQUIRE OR EXCHANGE/SUBSTITUTE ANY TOKENS.