

CRYPTOWARS GENERAL TERMS & CONDITIONS OF CW TOKENS SALE

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PLEASE READ CAREFULLY THIS DOCUMENT AS IT DIRECTLY AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. IF YOU DO NOT AGREE WITH THIS DOCUMENT AND / OR ITS INTEGRAL PARTS, YOU MUST NOT PURCHASE CRYPTOWARS TOKENS (CW TOKENS) AND ACCESS OR USE THE WEBSITE AVAILABLE IN THE INTERNET VIA [HTTPS://CRYPTOWARS-OU.COM](https://cryptowars-ou.com) (HEREINAFTER REFERRED TO AS "THE WEBSITE") THAT IS OWNED BY CRYPTOWARS OU. BEFORE PURCHASE, PLEASE CONSIDER THAT CRYPTOCURRENCIES ARE A VERY SPECULATIVE INSTRUMENT AND INVOLVE A HIGH DEGREE OF RISK. CRYPTOCURRENCY TRADING ALSO HAS SPECIAL RISKS NOT GENERALLY SHARED WITH OFFICIAL CURRENCIES OR GOODS OR COMMODITIES IN A MARKET. UNLIKE MOST CURRENCIES, WHICH ARE BACKED BY GOVERNMENTS OR OTHER LEGAL ENTITIES, OR BY COMMODITIES SUCH AS GOLD OR SILVER, CRYPTOCURRENCIES ARE UNIQUE TYPE OF CURRENCIES, BACKED BY TECHNOLOGY AND TRUST. THERE IS NO CENTRAL BANK THAT CAN ISSUE MORE CURRENCY OR TAKE CORRECTIVE MEASURES TO PROTECT THE VALUE OF CRYPTOCURRENCIES IN A CRISIS. INSTEAD, CRYPTOCURRENCIES ARE AN AS-YET AUTONOMOUS AND LARGELY UNREGULATED GLOBAL SYSTEM OF CURRENCY FIRMS AND INDIVIDUALS.

These General Terms & Conditions (hereinafter referred to as the "Terms"), including any and all Additional Documents, constitute a legally binding agreement between Cryptowars OU, a company registered under the legislation of Estonia, with it's registered number 14616880, having it's legal address at Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7-634, 10117 (also referred to as the "Company",

“We”, “Us”), the owner of the website available in the Internet via <https://cryptowars-ou.com> and any and all Participants as defined herein in Definitions Section.

By the fact of the Website use and/or CW Tokens purchase the respective Participant, agree that he fully read, understood and irrevocably accepted these Terms. If any Participant does not agree with these Terms in general or any part of them, such Participant should withhold from using the Website <https://cryptowars-ou.com> and/or purchase of CW Tokens as defined herein in Definitions Section.

Unless otherwise stated herein, these Terms govern only Participant’s purchase of Tokens from Cryptowars during the Sale Period. Any use of Tokens in connection with providing or receiving Services in the Platform will be governed primarily by other applicable Terms and policies. Cryptowars may use third party services to process the Tokens Sale and any rules applicable by third party described in these Terms to such processing of CW tokens should also be applicable in addition to these Terms.

DEFINITIONS

1. The following definitions and rules of interpretation apply in these Terms:

Agreement	These Terms and any other rules, policies or procedures that may be issued by Cryptowars and published from time to time on the Website (including the Accompanying Documents).
Accompanying Documents	Other CW Tokens Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, AML-CFT Policy, CW Tokens Sale Agreement, etc.). In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply. Project Whitepaper and information on the Website is not considered as any type of Accompanying documents and provided only as a descriptive information about the project.

Affiliate	Any person or entity that has any relation to the Cryptowars, including, but not limited to partners, founders, employees, agents and contractors of the Cryptowars.
Applicable Law	Legislation of Estonia.
Cryptowars Platform	A blockchain online gambling platform that enables it's users to make bets on the outcome of matches between users.
Cryptocurrency	Digital currency, represented by Ethereum (ETH) used by Participants to purchase CW Tokens.
Intellectual Property Rights	Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by the Cryptowars in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.
CW Tokens	Digital cryptographic tokens, which are software digital products (not being cryptocurrency), created by the Cryptowars as a cryptographically secured representation of an operational instrument offered at CW Tokens Sale. CW Tokens give the Participant certain rights described in Appendix A of Cryptowars General Terms & Conditions of CW Tokens Sale.

CW Tokens Sale (“Initial Coin Offering”, “ICO”)	An offering of CW Tokens to eligible Participants to purchase CW Tokens during a limited period of time, according to the price and rules as described in Tokens Sale Agreement and Accompanying Documents.
The Price	1 CW Token is equal 0.04 USD during the European round of Token Sale.
Cryptocurrencies wallets	Relevant ERC-20 compatible addresses of cryptocurrencies wallets, that are used by Company for acceptance of payments for purchase of CW Tokens.
Tokens Sale Participant (“Participant” or “You”)	Any person, who uses the Website and purchases CW Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Tokens Sale Participants to participate in a certain phase of CW Tokens Sale.
Website	A group of interrelated websites owned and operated by CRYPTOWARS OU, available in the Internet via address: https://cryptowars-ou.com and special application based on blockchain technology.
Tokens Sale Period	Tokens Sale Period means Closed Door Private Sale and Public Sale which starts: from July 14, 2019 (12:00 PM NYC, 17:00 LDN, 19:00 MSK, 24:00 HKG) with a cap of 50 000 000 USD (fifty million dollars)

2. In the Terms, unless the opposite is clear from the context:

- 1) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

- 2) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 3) References to sections and schedules are to the sections and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule;
- 4) A reference to any party shall include that party's personal representatives, successors and permitted assigns;
- 5) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
- 6) The term 'including' does not exclude anything not listed;
- 7) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 8) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 9) A reference to writing or written includes fax and e-mail;
- 10) Any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 11) Any words following the Terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those Terms;
- 12) Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

GENERAL PROVISIONS

3. UNITED STATES OF AMERICA (hereinafter referred to as the – “US”) [unless they are certified “accredited investors” within the meaning of the Securities Act of 1933], PEOPLES REPUBLIC OF CHINA WARNING NOTE: US, Peoples republic

of China citizens and residents are not eligible and not allowed to participate in the CW Tokens Sale due to various taxation and regulatory issues. You are only allowed to use the Website and purchase CW Tokens if You are neither a US, Peoples republic of China citizen or permanent/temporary resident of the mentioned states, nor You have a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or Peoples republic of China. In order to buy CW Tokens and by buying them You covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer are US, Peoples republic of China citizen or permanent resident, nor You have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or US or Peoples republic of China. Should this change at any time, You shall immediately notify us. You also represent and warrant that You are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling CW Tokens to anyone who does not meet the criteria set forth above. The accredited investors within the meaning of the Securities Act of 1933 of the United States of America, are allowed to the Tokens Sale but such accredited investors shall not by any lawful means alienate purchased CW tokens for 1 (one) year after the purchase took place.

4. By using this Website and participating in the Tokens Sale each Participant covenants, represents, and warrants that (under the Applicable Law and law of the country of Participant's residence):

- 1) he (she) is of an age of majority to enter into these Terms (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the Company and in doing so will not violate any other agreement to which he (she) is a party;
- 2) he (she) has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well

as full understanding of their framework, and is aware of all the merits, risks (including but not limited to the risks described in Appendix B) and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

- 3) he (she) has the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms in case if the Participans is a corporation, governmental organization or other legal entity;
- 4) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- 5) he (she) is not a resident of a geographic area or citizen of jurisdictions as specified in paragraph 3 hereof.

5. A Participant shall not use the Website if under the Applicable Law and/or law of the country of Participant's residence he (she) is prohibited from using it. Any Tokens Sale Participant that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of CW Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

6. Before using the Website and/or purchasing any CW Tokens a Participant is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and CW Tokens Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their Terms of use shall be the same as of these Terms. By using the Website, each and any Tokens Sale Participants confirms that he (she) has fully read and understood not only these Terms, but also any Accompanying Documents and fully accepts their Terms.

7. These Terms are effective at the time You begin using the Website. Participants may withdraw from their obligation under the Terms at any time by discontinuing the

use of the Website. The Company may modify these Terms with providing a notification to Participants via email.

8. The Participant acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements, at Cryptowars's sole discretion. If such changes, modifications, amendments, alterations or supplements will occur, Cryptowars shall notify You via email. Your continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute Your consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.

9. The Participant acknowledges and accepts that the Cryptowars reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Cryptowars. Cryptowars does not guarantee their safety and conformity with any of Your expectations. Furthermore, Cryptowars is not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. Cryptowars assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

10. Provided that the Participant has provided a Participant's personal respective cryptocurrency wallet that supports the ERC-20 standard and the personal information as outlined in section 4 of Privacy Policy, published on the Website, the Company shall deliver to such Participant's personal respective cryptocurrency wallet a number of CW Tokens equal to the Purchase Amount paid to the Company by the Participant during the CW Tokens Sale immediately.

The brief, non-obligatory, order of interaction between the Company and the Participant is specified bellow:

- A) The Participant provides The Company with personal respective cryptocurrency wallet that supports the ERC-20 standard;
- B) The Participant provides The Company with personal information as outlined in section 4 of Privacy Policy, published on the Website;
- C) The Participant chooses the amount of CW Tokens he/she is willing to obtain;
- D) The Participant transfers the necessary amount of ETH to the unique cryptocurrencies wallets' address as a consideration for CW Tokens;
- E) The Company is obliged to transfer CW Tokens to the Participants personal respective cryptocurrency wallet that supports the ERC-20 standard immediately.

The benefits provided by the CW Tokens shall be denied for any party that fails to meet the KYC suitability screening requirements. Prior to sending CW Tokens to the Participant, the Company, or its representative, shall perform the relevant KYC checks from a suitable independent KYC provider or by the Companies own efforts and keep a copies for its records, and the Participant agrees to provide the relevant information and assistance in this process in a timely manner. The Company may be required to obtain certain information not specified in Privacy Policy about the Participant in order to complete the sale. If the Company is so required, and the Participant does not provide such information and/or information Specified in Privacy Policy, then Company will be unable to complete the sale or deliver CW Tokens to the Participant and shall refund the Purchase Amount to the Participant at the Participants own expenses by withholding the necessary amount for proceeding with the refund transaction. The Company may also be required to provide information as required by law to other state or federal agencies in the United States and other jurisdictions including but not limited to reporting suspicious transactions of equivalent of USD \$ 2,000 or more to FinCEN, and maintaining records regarding transactions of equivalent of USD \$ 3,000 or more (the "Recordkeeping Requirements")

INDEMNIFICATION

11. To the extent allowable pursuant to Applicable Law, the Participant shall indemnify, defend, and hold the Cryptowars and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Cryptowars arising out of a breach of any warranty, representation, or obligation hereunder.

12. The Participant shall not have any claim of any nature whatsoever against Cryptowars for any failure by Cryptowars to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to power failure, Internet Service Provider failure, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of the Cryptowars.

LIMITATION OF LIABILITY

13. Any and all purchases of CW Tokens are final and non-refundable. By purchasing the CW Tokens, the Participant acknowledges that neither the Cryptowars nor any other of its affiliates are required to provide a refund for any reason, and that the Participant will not receive money or other compensation for any CW Tokens that is not used or remains unused for any reason.

14. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

1) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR

PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND

2) IN NO EVENT WILL THE COMPANY AND ANY OF THE COMPANY PARTIES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

15. Nevertheless, the Parties shall be responsible for compliance with the Cryptowars General Terms and Conditions of CW Tokens Sale and Accompanying Documents, for fulfillment of the Participant's commitments and guarantees in the manner and in the amount prescribed by the Cryptowars General Terms and Conditions of CW Tokens Sale and Accompanying Documents, in particular:

1) In case of filing accusations, claims or lawsuits to Cryptowars related to non-compliance by the Participant of the CW Tokens Sale Agreement and/or engagements entered by the Participant during the participation of the Tokens Sale, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the Cryptowars documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfilment of his obligations by the Participant.

2) In case of filing accusations, claims or lawsuits against Cryptowars, related to non-compliance by the Participant with exclusive rights or other rights of third parties, the Participant agrees to settle such claims or actions on his own and at his

own expense, as well as fully compensate Cryptowars documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfilment of his obligations by the Participant.

3) In case of the Participants' violation of his obligations of the Cryptowars General Terms and conditions of CW Tokens Sale and Accompanying Documents, Cryptowars reserves the right to:

- a) demand full compensation from the Participant for losses caused by every violation;
- b) bring a case before a court if the compensation doesn't cover Cryptowars' loss;
- c) release the information relating to the Participant's identity and location to any authorized officer in accordance with the applicable law.

16. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Participant, the limitations will apply to the Participant only to the extent permitted by Applicable Law. The Participant understand and agree that it is his (or her) obligation to ensure compliance with any legislation relevant to his (or her) country of domicile concerning use of the Website, and that the Participant should not accept any liability for any illegal or unauthorized use of the Website.

17. The Participant agree to be solely responsible for any applicable taxes imposed on CW Tokens purchased hereunder. The Participant shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the Cryptowars Tokens Sale.

OBLIGATIONS OF THE PARTIES

18. Cryptowars accepts the following obligations:

- 1) to provide token holders with the ability to acquire CW Tokens in any lawful way, as well as to use CW Tokens in any way that is allowed by these Terms or any of the Accompanying Documents;

- 2) to provide token holders with bonuses and discounts (if any);
- 3) to develop software, that is necessary for Platform functioning within the framework of Cryptowars' abilities, depending from the results of the CW Tokens Sale.

19. Participant accepts the following obligations:

- 1) to comply with these Terms and any of the Accompanying documents in their entirety;
- 2) to follow all legal requirements of the jurisdiction, which the Participant is a citizen or resident of;
- 3) to provide Cryptowars with correct and relevant personal information that may be requested prior to the purchase of CW Tokens;
- 4) to seek legal and other professional help in order to understand all of the technical, financial and legal aspects of Cryptowars Platform and risks connected to it.

REPRESENTATIONS AND WARRANTIES

20. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY Cryptowars, CW TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND Cryptowars EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; Cryptowars DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND Cryptowars CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

21. By purchasing the CW Tokens the Participant represent and warrant that he has read and understand the CW Tokens Sale General Terms and Conditions and Tokens Sale Agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of Token described in appendix A, usage, storage, transmission mechanisms and other material characteristics of the CW Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the CW Tokens.

22. You understand that the CW Tokens confer only the rights described in the Appendix A to these Terms and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You are purchasing CW Tokens to receive rights described in Appendix A and participate in development of Cryptowars and to support the development, testing, deployment and operation of Cryptowars. You are not purchasing CW Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

23. The Participant fully understands, realizes and agrees that the CW Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Participant agree to accept consequences of possible regulation of CW Tokens in jurisdiction of the Company incorporation and agree to provide all documents requested from Cryptowars in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.

24. Cryptowars does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Cryptowars shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

25. The Participant will not forge, or otherwise manipulate any personal or non-personal data requested by Cryptowars in the process of the Participant's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the Cryptowars in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the Cryptowars or in accordance with the applicable law.

26. The Participant's purchase of the CW Tokens complies with applicable laws and regulations in the Participant's jurisdiction.

27. The Participant do not intend to hinder, delay or defraud Cryptowars or any other Participants of the Cryptowars Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

28. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to You.

INTELLECTUAL PROPERTY

29. Cryptowars has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the CW Tokens and his activities generally. In no way shall these Terms entitle any Participant for any intellectual property of Cryptowars, including the intellectual property rights for the Website and all text, graphics, Participant interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrange-

ment of such content is owned by Cryptowars and is protected by national and international intellectual property rights protection laws.

30. Unless otherwise stated, the content and information on the Website are the property of Cryptowars. You may not download, reproduce, or re-transmit any information, other than for non-commercial individual use. The Website is to be used by the Participants only. You are granted a limited, non-transferable, revocable license to view and copy the information solely for personal use only, subject to section 29 of these Terms.

31. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of Cryptowars. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that You do not breach these Terms and conditions

32. Cryptowars retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming CW Tokens.

33. There are no implied licenses under the Terms, and any rights not expressly granted to the Participant hereunder are reserved by the Cryptowars.

34. If for the purpose of any intellectual property right registration of the Cryptowars, any documentary submission or any other action is required from the Participant, the Participant must provide the Cryptowars with the respective assistance.

ENTIRE AGREEMENT

35. These Terms are intended to fully reflect the provisions of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text “I agree”, which shall be published on the Website in such case. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure

to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

SEVERABILITY

36. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining Terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

APPLICABLE LAW AND DISPUTE RESOLUTION

37. All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of Estonia (Applicable Law).

38. To resolve any dispute, controversy or claim between Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

TERMINATION AND SUSPENSION

39. Notwithstanding anything contained herein, Cryptowars reserve the right, without notice and at its sole discretion, to terminate these Terms or suspend the Participants right to access the Website, including (but not limited to) in case of Participant's breach of these Terms or if the Cryptowars believes You have committed fraud, negligence or other misconduct. The Participant may terminate these Terms without no-

tice by discontinuing use of the Website. All rights granted to the Participant under these Terms will immediately be revoked upon our termination of these Terms or Cryptowars suspension of the Your access to the Website. In the event of any Force Majeure Event (an event that no human foresight could anticipate or which, if anticipated, is too strong to be controlled), breach of these Terms, or any other event that would make provision of services commercially unreasonable for Cryptowars, the Company may, in its own discretion and without liability to the Participant, with or without prior notice, suspend the Participant's access to all or a part of Cryptowars Platform. Cryptowars may terminate the Participant's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information and files related to such participant without liability to You, including, for instance, in the event that the Participant breach any term of these Terms. In the event of termination, Cryptowars will attempt to return any funds stored in Your smart contract number not otherwise owed to Cryptowars, unless Cryptowars believes the Participant has committed fraud, negligence or other misconduct.

MISCELLANEOUS

40. Any notice or other communication under the Cryptowars Tokens Sale Agreement shall be in writing and shall be considered given and received when sent by email. The Participant's official email for communication shall be deemed the email specified by the Participant during the for ICO.

41. The Cryptowars and its Affiliates strictly follow anti-money laundering (AML), "know Your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any Participant fully agrees to assist the Cryptowars in fulfilment of the mentioned regulations and provide any necessary information if such is required from the Participant by the authorized authority.

42. Materials, such as Cryptowars White Paper, Development Road Map and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of these Terms, and are of descriptive nature only.

43. The Participant will implement reasonable and appropriate measures designed to secure access to:

- 1) any device associated with the email address associated with the Platform;
- 2) private keys required to access any relevant Ethereum address, and;

44. In case the Participant suspect a security breach in any of the above-mentioned, he will inform Cryptowars immediately so Cryptowars can take all required and possible measures to secure the Website, the Platform, CW Tokens and systems as whole.

Appendix A

OVERVIEW OF TOKENS

1. CW Tokens are based on the Ethereum protocol and conform to the ERC20 standard.
2. CW Tokens carries no rights, express or implied, other than those, set out herein, subject to Cryptowars successful completion and deployment of the project. In particular, **CW Tokens holders may use CW Tokens only as internal currency at Cryptowars platform** (that is to be developed) and shall not have any influence in the development or governance of Cryptowars, and CW Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Cryptowars.
4. CW Tokens shall be distributed during the Tokens Sale event.
5. Participants understand and accept that they can send an amount of ETH equal to the Price according to the cost of ETH to the date of purchase on unique cryptocurrencies wallets' address, specified at the Participants personal account at the Website, and receive one CW Token in exchange. There will be in total 11 111 111 111 CW Tokens in accordance with the Crypto Wars Whitepaper. Only 40% of the total amount, which equals to 4 444 444 444 CW Tokens, will be available for purchase during the ICO period ("Total CW Tokens Number"). Cryptowars shall not create additional CW Tokens at any time after the initial token release. Unsold and undistributed amount of CW Tokens available for distribution during ICO will be burned after Token Sale is finished.
6. For purposes of the transaction, the value of the Purchase Amount may be deemed in U.S. dollars whether the Participant pays in ETH or any other authorized by the Company mean. The term "Applicable Exchange Rate" shall mean the price of ETH or, in case if the Company specifically authorizes the Participant to pay in other currency, the price of such currency on <https://www.binance.com> at the closing price

immediately preceding the date when the payment has been received to the Companies wallet; provided, however, that in the event that such exchange experiences technical issues in such period that affect the accuracy of the closing price, the Company will use its reasonable best efforts to determine the closing price of ETH and any other authorized by the Company mean, for such period.

7. Cryptowars reserves the right to stop the distribution process. Use of this functionality shall remain in discretion of Cryptowars and shall only be used in limited situations, such as, but not limited to:

- 1) serious security issues detected;
- 2) serious network performance issue, depriving all users of equal treatment;
- 3) any type of material attack on the CW Tokens, the Platform, Website or Ethereum network.

8. CW Tokens Sale and distribution will be offered only through the Website. No third-party website or a different provider except ones listed herein is allowed and has not been in any way supported, engaged, authorized or endorsed by Cryptowars and have no relationship in any way with Cryptowars. The only official and authorized website and CW Tokens distribution provider is the Website available in the Internet via <https://cryptowars-ou.com/> The Participant must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

Cryptowars reserves the right to use services of third party services for processing of payments for CW Tokens.

9. CW Tokens is not a consumer product and its holders accept explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

10. CW Tokens are digital cryptographic Tokens, which are software digital products (not being cryptocurrency), created by the Cryptowars as a cryptographically secured representation of an operational instrument which give the Participant the following rights:

- 1) to acquire and use CW Tokens in any way that is allowed by these Terms or any of the Accompanying documents;
- 2) to receive access to relevant software, that may be developed by the Company and to Cryptowars Platform, if such Platform will be launched;
- 3) to use and subscribe for services offered by Cryptowars Platform if such Platform will be launched;
- 4) to make transactions, execute smart contracts and pay relevant fees within Cryptowars Platform, if such Platform will be launched.

Appendix B

RISKS

The Participant understand that CW Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of Cryptowars' exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise Cryptowars' performance under these Terms.

Participant agree that no other party (including, without limitation any) may be held liable for any loss arising out of, or in any way connected with Participant's participation in the CW Tokens sale, or receiving and holding Tokens or such risk.

In addition to the above, the Participant also acknowledge that prior to receiving Tokens he have been warned of the following risks, associated with the Website, the Cryptowars Tokens, the Platform and other relevant technologies mentioned herein:

A) Legal risks regarding securities regulations

There is a risk that in some jurisdictions the CW Tokens might be considered to be a security, or that it might be considered to be a security in the future. Cryptowars does not give warranties or guarantees that CW Tokens are not a security in all jurisdictions. Each holder of CW Tokens shall bear its own legal or financial consequences of CW Tokens being considered a security in their respective jurisdiction.

Every Participant is bound to check if acquisition and disposal of CW Tokens is legal in his jurisdiction, and by accepting these Terms, each Participant undertakes not to use CW Tokens should their use not be legal in the relevant jurisdiction. If a Participant establishes that the use of CW Tokens under these Terms is not legal in his jurisdiction, You should not use the CW Tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Cryptowars to provide CW Tokens and the Plat-

form in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that CW Tokens are not legal in certain jurisdiction, Cryptowars will either:

- 1) cease operations in that jurisdiction, or
- 2) adjust CW Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

B) Risks associated with Ethereum

CW are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the CW Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to CW Tokens, and also other ways.

C) Risk of unfavorable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and CW Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens like CW Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

D) Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of CW Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that Cryptowars shall have no liability for any such loss the Participant incurs.

E) Risk of security weaknesses in the Website and/or CW Tokens source code or any associated software and/or infrastructure

There is a risk that the Website and CW Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of CW Tokens.

F) Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, CW Tokens, the Platform, which could result in the theft or loss of CW Tokens.

G) Risk of mining attacks

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the CW Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the CW Tokens, expected proper execution and sequencing of CW Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Cryptowars and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the CW Tokens interact with and consequently the CW Tokens may be impacted in that way to the extent, described above.

H) Risk of uninsured losses

CW Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

I) Risk of malfunction in the Ethereum network or any other blockchain

It is possible that the Ethereum network or any other network, to which the CW Tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that result in the loss of CW Tokens

J) Internet transmission risks

The Participant acknowledge that there are risks associated with using the CW Tokens including, but not limited to, the failure of hardware, software, and Internet connections. The Participant acknowledge that Cryptowars shall not be responsible for

any communication failures, disruptions, errors, distortions or delays You may experience when using the Website and CW Tokens, howsoever caused.

K) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Cryptowars cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

L) Insufficient interest in Cryptowars, the Platform and CW Tokens

It is possible that Cryptowars, CW Tokens or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.

M) CW Tokens and the Platform, as developed, may not meet the Participant's expectations

The Platform is currently under development and may undergo significant changes before release. The Participant's expectations regarding the form and functionality of the Platform and CW Tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of CW Tokens.