

CW TOKENS SALE AGREEMENT

Last updated: 28.02.2019

CW TOKENS SALE AGREEMENT

1. This Tokens Sale agreement ('Agreement') forms a legally binding contract between You and the Cryptowars OU that is a company incorporated in Estonia (the “Company” or “Cryptowars”) and sets forth general rules and procedure of Cryptowars Tokens Sale by the Cryptowars and their purchase by the Participant. This Agreement is inalienable part of Cryptowars General Terms & Conditions of CW Tokens Sale that the Participant shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the Cryptowars General Terms & Conditions of CW Tokens Sale shall apply to the relationships that arise hereunder.
2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the “Participant” or “You”) by clicking the button “I agree” on the Website and making payment of ETH or other specifically authorized by the Company currency in the equivalent of the Price (as specified in Terms and Conditions of CW Tokens Sale) for CW Tokens to Cryptowars OU (the “Company” or “Cryptowars”).
3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in Cryptowars General Terms & Conditions of CW Tokens Sale.
4. The Participant has to specify personal respective cryptocurrency wallet address and the personal information as outlined in Sections 4 of Privacy Policy published on the Website. The Participant acknowledges and agrees that the Participant is required to provide valid Personal Data specified herein and in Privacy Policy. The Participant also must pass a Know Your Customer (“KYC”) test to proof his (her) Personal Data and identity. Furthermore, the Company reserves the right to screen the Participant against Office of Foreign Assets Control lists and other watch lists. 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 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 the 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.

5. CW Tokens are available for purchase to Participants who are eligible to enter to this agreement according to the Sections 3 and 4 of Cryptowars General Terms & Conditions of CW Tokens Sale (Participants) and Sections 19, 20 and 21 of this Agreement only during a limited CW Tokens Sale period of time that is defined in General Terms & Conditions of CW Tokens Sale.
6. Cryptowars's publication on the Website of an offer to sell CW Tokens to a number of Participants (potential Cryptowars Token Participants) is considered a legally binding offer of the Cryptowars to sell CW Tokens (hereinafter referred to as the "Offer").
7. The Offer shall be available only at the Website via specific form. Any other offers concerning CW Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the Cryptowars.
8. The number of CW Tokens offered for sale by the Cryptowars is limited. Such number of CW Tokens to be sold and available for purchase is defined in the Appendix A of the General Terms & Conditions of CW Tokens Sale.

9. Legally binding acceptance of the Offer shall be conducted by a Participant by clicking the button “I agree” on the Website in the specific field and sending the Purchase Amount of ETH or other currencies on unique cryptocurrencies wallets’ address specified at the Participants personal account on the Website. By this action the respective Participant, agrees that he fully read, understood and irrevocably accepted this CW Tokens Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Participant.
10. Offer and Acceptance shall be deemed irrevocable.
11. 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 currency. 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 payment has been received on 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 currency, for such period.
12. To purchase CW Tokens the Participant shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the CW Tokens the Participant is willing to receive for such payment. It is prohibited to send cryptocurrency funds to purchase CW Tokens from any cryptocurrency exchanges.
13. Participant is not entitled to send any funds to purchase CW Tokens until CW Tokens Sale period has officially begun. Participant is not entitled to send any funds to purchase CW Tokens upon ending of the respective CW Tokens Sale.

14. The CW Tokens shall be sent to the Participant's personal respective cryptocurrency wallet by The Company.
15. Ownership rights for CW Tokens shall be transferred from the Cryptowars to the respective Participant upon completion of purchase procedure stipulated by General Terms and Conditions of CW Tokens Sale.
16. You expressly agree that the CW Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.
17. By purchase of CW Tokens hereunder the Participant represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Participant is not using any proceeds of criminal or illegal activity, and that no transaction involving CW Tokens are being used to facilitate any criminal or illegal activity.
18. The Participant is obliged to provide valid proves concerning legality of his/her proceeds used to purchase CW Tokens upon Cryptowars's request or request of bank institutions or government authorities.
19. By accepting this Agreement and by purchase of the CW Tokens, the Participant represents/warrants and accepts that there are certain risks associated with purchase of CW Tokens, holding CW Tokens, and using CW Tokens described in Appendix B of Cryptowars General Terms & Conditions of CW Tokens Sale.
20. 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.

21. The Participant is only allowed to purchase CW Tokens if and by buying CW Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence):
 - 1) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase CW Tokens, enter into agreement with the Cryptowars and in doing so will not violate any other agreement to which he (or she) is a party;
 - 2) 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 Participants is a corporation, governmental organization or other legal entity;

3) will not be using the CW Tokens for any illegal activity, including but not limited to money laundering and the financing of terrorism;

22. CW Tokens are to be provided on an “as is” and “as available” basis and without any warranties of any kind, either expressed or implied. The Participant assume all responsibility and risk with respect to buying of any amount of the CW Tokens and their use. The Participant hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the Cryptowars does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the CW Tokens, regardless of the basis, upon which the liability is claimed and even if the Cryptowars has been advised of the possibility of such loss or damage. The Participant understands and agrees that the Cryptowars shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the CW Tokens. The Participant understands and expressly agrees that the Cryptowars shall not guarantee in any way that the CW Tokens might be sold or transferred during or after the Cryptowars Tokens Sale. 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 the Applicable Law. The Participant understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the CW Tokens. Purchasing of the CW Tokens by the Participant in no way creates any exclusive relationship between

the Participant and the Cryptowars, nor any partnership, joint venture, employment or agency.