



ENDCHAIN, LTD.

**TOKEN SALES TERMS**

Last updated: August 26, 2018

This document contains the token sale terms (these “Token Sale Terms”, these “Terms” or this “Agreement”) agreed between you (“Purchaser”, “User” or “you”) and EndChain, Ltd. (together with its affiliates, “EndChain”, “Company”, “us,” “we” or “our”). Each of you and Company are referred to herein as a “Party” and collectively as the “Parties”. You accept these Terms when you purchase ENCN tokens (“ENCN Tokens”, “Tokens”).

**THESE TERMS CREATE A LEGALLY BINDING CONTRACT BETWEEN YOU AND ENDCHAIN. BY CLICKING THE “REGISTER NOW” BUTTON WHILE HAVING CHECKED THAT YOU AGREE AND UNDERSTAND THE TERMS, PRIVACY POLICY AND THAT YOU ARE NOT RESIDENT OF A JURISDICTION WHICH PROHIBITS PARTICIPATION IN TOKEN SALES (ICO) WHEN YOU SET UP YOUR ACCOUNT YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU HAVE QUESTIONS ABOUT THE TERMS, YOU SHOULD CONSULT WITH YOUR LEGAL COUNSEL.**

**IF YOU CHOOSE NOT TO ACCEPT THE TERMS OR BY TECHNICAL MEANS BYPASS/DISABLE THE “REGISTER NOW” BUTTON, THEN BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE PRODUCTS AVAILABLE THROUGH THIS SITE YOU AGREE TO BE BOUND BY THESE TERMS.**

YOU ARE NOT ELIGIBLE AND YOU ARE NOT TO PURCHASE TOKENS IF YOU ARE A CITIZEN OR RESIDENT (TAX OR OTHERWISE) OF ANY COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS AND/OR DIGITAL CURRENCIES ARE PROHIBITED OR IN ANY OTHER MANNER RESTRICTED BY APPLICABLE LAWS. “PERSON” IS GENERALLY DEFINED AS A NATURAL PERSON RESIDING IN THE RELEVANT STATE OR ANY ENTITY ORGANIZED OR INCORPORATED UNDER THE LAWS OF THE RELEVANT STATE. PURCHASED TOKENS CANNOT BE OFFERED OR DISTRIBUTED AS WELL AS CANNOT BE RESOLD OR OTHERWISE ALIENATED BY THEIR HOLDERS TO ANY OTHER PERSONS (“RESTRICTED PERSON”), UNLESS OTHERWISE AGREED TO BY THE COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION.

ENCN Tokens are a digital product that Company has made and will issue and sell during the sale of Tokens (the “Token Sale”) for the use by token holders within the platform (“Platform”) described in the White Paper (the “White Paper”) located at [www.endchain.io](http://www.endchain.io) (including all and any subdomains, collectively, the “Website”), as a mechanism of accessing, using and transaction on the Platform and as Company’s service fee, which is collected by Company for the creation of a smart contract, freezing of

the transaction amount, arbitration for the disputed transactions, Big Data services and for the execution of the transactions within the Platform.

Any purchase of ENCN Tokens is subject to these Terms. Purchase, ownership, receipt or possession of Tokens carries no rights, express or implied, other than the right to use Tokens in connection with Token Utility, in each case, to the extent that the Platform remains in use after its deployment by Company or its affiliates. ENCN Tokens are not digital currency, commodity, security or expectation of profit and do not represent or confer any ownership right, stake, share or security or equivalent rights, or any right to receive future revenue share or profits, intellectual property rights or any other form of participation in or relating to Company, EndChain, Ltd. or their respective affiliates, including the governance of the Company and EndChain. Tokens are not any other kind of financial instrument and have not been registered under relevant securities regulations, including the securities laws of any jurisdiction in which you are a resident. No promises of future performance or value are or will be made with respect to Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that Tokens will hold any particular value at the time of their sale or at any time in the future. EndChain will not redeem them for cash and You represent and warrant that You will not use them to engage in any gambling activity or other activity prohibited by federal, state or local laws, rules or regulations. You may only redeem ENCN as provided in these Terms. ENCN will not be replaced, reissued or credited if lost, stolen or otherwise altered or destroyed. Once You have redeemed your ENCN, there are no refunds, returns or exchanges for additional ENCN, cash, or other goods and services.

Amendment to these Terms will be published on the Website, clearly labelled with the latest update date and it is your responsibility to review these Terms frequently and we encourage you to visit this page often. We are not obligated to provide notice in any method beyond these. Any change to these Terms will be effective immediately and apply to any ongoing or subsequent purchase of ENCN Tokens. If you continue to use the Site by purchasing ENCN or Products or by logging onto your Account or in any other way after these Terms have been changed, You will be deemed to have read, understood and unconditionally consented to and agreed to such changes. This Agreement does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way.

This Agreement does not constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities, nor for Tokens.

Information about the Tokens and Token Sale is set forth in the White Paper located at the Website. Purchaser is required to read the White Paper in its entirety prior to purchase of ENCN Tokens. By purchasing ENCN Tokens from Company, you will be bound by these Terms and any other terms incorporated by reference. If you have any questions about these Terms, please contact us at [support@endchain.io](mailto:support@endchain.io)

## **You and Company agree as follows:**

### **1. Purchase of ENCN Tokens**

Subject to these Terms, Terms of Use, and Privacy Policy located on the Website, Company agrees to sell to you and you agree to purchase from Company a specific number of ENCN Tokens at the price listed on Website, depending on the time of purchase.

### **2. Main Terms**

Unless otherwise provided herein and/or at the Website, Company will conduct the Token Sale during the following period: from December 1, 2018 09:00 GMT+8, through January 15, 2019 08:00 GMT+8 (the "Sale Period") or until the hard cap as provided in White Paper is reached, whichever is sooner (the "Hard Cap"); provided that Company shall have the right in its sole and absolute discretion to extend the Sale Period as the Company determines, including, but not limited to, until the Hard Cap is reached. Any Payment received after the end of Sale Period will be accepted only if such Payment was originated during the Sale Period and Company may request for reasonable evidence of payment from Purchaser. No payment will be accepted when Hard Cap is reached.

### **3. ENCN Tokens Terms of Use**

Any use of ENCN Tokens will be governed by other applicable terms and policies, which will be available at Website, or such other website as Company shall designate, upon the distribution of ENCN Tokens ("ENCN Tokens Terms of Use"). Company at any time at its sole and absolute discretion may from time to time amend such ENCN Tokens Terms of Use.

### **4. Purchase Procedure**

(a) During the Sale Period you may purchase ENCN Tokens at the price provided on Website, depending on the time of purchase. Purchase of ENCN Tokens requires you to create an account on the Website. You are solely responsible for relevance and validity of information to be provided when registering an account. Company is not obligated to verify your identity or any other personal information and may do it at its own discretion. Once you understand and accept all terms and requirements, you will have successfully registered and are eligible to contribute to the ENCN ICO. Each contributor has a corresponding deposit address ("Contribution Address") to which contributors may contribute through the ICO. Contributors understand and accept that they make a Contribution to the Contribution Address for the intended use of ENCN tokens, as described in the EndChain Whitepaper. The Whitepaper on the EndChain Project can be found at [www.endchain.io](http://www.endchain.io).

(b) Payment can be made in ETH, BTH or another currency, including cryptocurrency, as may be additionally introduced by Company from time to time ("Payment"). You shall not use any cryptocurrency exchange address, since you will not be able to receive ENCN Tokens.

(c) Should the Payment made in any currency (any cryptocurrency) other than ETH, Company shall determine the amount of ENCN Tokens to be distributed to such Purchaser based on exchange rates available as of the date of Payment. The Company shall not be responsible or liable for any losses of the Purchaser as a result of this conversion methodology, nor shall it be liable for any errors in the

rates of exchange published by any cryptocurrency exchange from which the Company will obtain exchange rates for the purpose of such conversion.

(d) Company has the right to enter into agreement with any of Purchasers on special conditions which may be different from those stipulated by these Terms.

(e) Registration, Payment collection and KYC may be outsourced by the Company to any third party. For the avoidance of any doubt, the Company did not and will not authorize any third party to receive any payments for the purposes of the Sale Period, or to provide any information for making transfers for the purposes of the ENCN Tokens sale, unless otherwise provided herein. The Company shall not be responsible or liable for any losses of the Purchaser related to incorrect or misleading information obtained by the Purchaser from the third parties and/or from unauthorized websites.

(f) Neither the Company nor any of its affiliates shall be bound by a transaction or an operation in violation of this Agreement, and Company may in its sole discretion: (x) take all necessary and appropriate actions to apply and enforce the consequences of the void transactions and operations specified above; (y) notify the relevant authorities on the transaction or the operation in question; and (z) retain all the funds paid by any Restricted Person and either freeze them until the situation is resolved by the respective authority or transfer to the account specified by the relevant financial authority, or apply to cover inflicted losses or discharge liabilities, or refund to the payer of the funds in accordance with the applicable legislation and provisions of this Agreement.

(g) Any Restricted Person purchasing Tokens shall be solely liable for any and all damages, liabilities, losses and expenses caused to any Company Party (as defined below) and shall indemnify, defend and hold harmless the Company Parties from any damages, liabilities, losses and expenses incurred by Company Parties that arise from or are the result of such Restricted Person's purchase of Tokens.

## **5. Distribution and Receipt of ENCN Tokens**

Once you have made a Payment to the Company, Company will perform a verification procedure whereby the received Payment will be linked to relevant email and Wallet you have provided. Company will distribute ENCN Tokens to Wallet which details you have provided to Company. Company shall not be responsible or liable for all and any of your losses as a result of provision of a wrong or unavailable Ethereum address. ENCN Tokens shall be distributed to Wallets, by the later of: (a) within Four (4) weeks upon completion of Tokens sale or within Four (4) weeks from the date when Hard Cap (as defined in the White Paper) is reached (although we or Company may extend the delivery deadline for additional time if necessary to address any unforeseen technical difficulties and provided that we notify you of the same), or (b) within Four (4) weeks after you have provided complete and accurate details of your Account or any additional information required by us or Company (KYC). To be used within Platform ENCN Tokens must be stored in digital wallet associated (linked) with your account on Platform or in any other manner as prescribed by ENCN Tokens Terms of Use.

## **6. Cancellation**

All purchases of ENCN Tokens from Company are final and there are no partial or full refunds or cancellations except as specifically provided in these Terms. Company reserves the right to refuse or

reject any Payment made or purchase requested at any time in its sole and absolute discretion if we determine that you (a) have acted in a manner inconsistent with applicable laws or ordinances; (b) breached any of the Terms; (c) engaged in any fraud or abuse concerning ENCN or your use of them; (d) engaged in any conduct or act for which We may terminate or suspend your access to the Site. We may also take appropriate administrative or legal action if any of the items listed above occurs. Nothing contained in these Terms shall limit EndChain in its exercise of any legal or equitable rights or remedies. To the extent that the Company refuses or rejects a transfer from the Purchaser, Company will exercise reasonable endeavors to procure that the transferred amount is returned to the Purchaser, however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such transfers. Company may deduct the transaction cost from the refunded amount, if any.

## **7. Terms and Conditions of ENCN Tokens**

ENCN Token terms and conditions are set forth in the White Paper and Token Terms of Use located at Website, which terms are incorporated hereto by reference.

## **8. Acknowledgement and Assumption of Risks**

You acknowledge and agree that there are risks associated with purchasing ENCN Tokens, owning ENCN Tokens, and using ENCN Tokens in connection with Token Utility, the Platform or otherwise. If you have any questions regarding these risks, please contact us at support@endchain.io. BY PURCHASING THE ENCN TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

## **9. Representations and Warranties**

In connection with the purchase of ENCN Tokens and by sending ETH, BTC or other payment to purchase ENCN Tokens, you represent and warrant the following:

(a) you are aware of the terms and conditions of the ENCN Tokens and have acquired sufficient information about the ENCN Tokens to reach an informed and knowledgeable decision to acquire the ENCN Tokens;

(b) you have read and understand these Terms and you acknowledge and agree that there are significant risks associated with purchasing, holding and using of ENCN Tokens, as disclosed and explained in these Terms and the White Paper. Tokens are not publicly traded and are subject to transfer restrictions. There is no public market for Tokens and one may never develop. Purchase of Tokens is highly speculative. Tokens should not be purchased by anyone who cannot bear the financial risk of holding Tokens for an indefinite period of time and who cannot afford the loss of their entire investment.

(c) you have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the ENCN Tokens;

(d) you understand that the ENCN Tokens confer only the rights described in the White Paper, and confer no other rights of any form with respect to Company, including, but not limited to, any

ownership, equity, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(e) you shall not purchase ENCN Tokens for any uses or purposes other than to use ENCN Tokens as provided in the White Paper, including, but not limited to, any investment, speculative or other financial purposes;

(f) you understand that the ENCN Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the securities law of any country, including the securities laws of any jurisdiction in which Purchaser is resident;

(g) you have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the ENCN Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the ENCN Tokens, (ii) any foreign exchange restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

(h) your purchase, payment for, and continued beneficial ownership of the ENCN Tokens will not violate any applicable laws of your jurisdiction;

(i) you shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of ENCN Tokens;

(j) you understand that Website, as well as White Paper, can be translated into several languages, but only the information placed in English shall bound the Parties of these Terms. Versions of Website and documents translated into others languages are for informational purposes only; and

(k) you are not Restricted Person and you are not acting on behalf of any third party, including Restricted Person.

## **10. Indemnification**

(a) To the fullest extent permitted by applicable law, you will fully indemnify, defend and hold harmless the Company and its affiliates and their respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (each a "Company Party", and collectively the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your purchase or use of ENCN Tokens, (ii) conversion of your ENCN Tokens, if any; (iii) your use of the Platform, (iv) your responsibilities or obligations under these Terms, (v) your breach of these Terms, (vi) your violation of any rights of any other person or entity, or (vii) your violation of any laws.

(b) The Company reserves the right to exercise sole control over the defense, at your sole expense, of any claim subject to indemnification under this Section 10(a). These indemnity, reimbursement and other obligations and agreements are in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company, and shall be binding upon

and inure to the benefit of any successors, assigns, heirs and personal representatives of you or any Company Party.

## **11. Disclaimers**

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

(B) Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 11 may not apply to you.

## **12. Liability and Limitation of Liability**

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF ENCN TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE ENCN TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR ENCN TOKENS.

(B) THE LIMITATIONS SET FORTH IN SECTION 12(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF THE COMPANY.

(c) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section 12 may not apply to you.

(d) Notwithstanding anything to the contrary in this Agreement, the aggregate liability, if any, of the Company Parties to you or any party acting on your behalf, for any and all claims, demands, actions, damages, losses, costs and expenses that you or any party acting on your behalf may bring against any and all Company Parties shall not exceed the aggregate purchase price for the Tokens actually paid by you to Company.

### **13. Release**

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and other users of the Platform and the acts or omissions of any third parties. You expressly waive any rights you may have under any applicable law as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

### **14. Applicable Law and Venue**

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Hong Kong SAR, without giving effect to principles of conflicts of law. These Terms, Terms of Use, and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and Company. You cannot accept it the partially, this set of rules should be accepted in full. Should any conflict between these Terms, Privacy Policy, and Terms of Use, these Terms shall prevail.

### **15. Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (a "Dispute" and collectively, the "Disputes") in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

### **16. No Class Arbitration, Class Action or Representative Actions**

Any Dispute arising out of or related to this Agreement is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. To the full extent permitted by applicable law, all and any Disputes shall be referred to and finally resolved by arbitration in the Hong Kong SAR, in accordance with its rules, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be the Hong Kong SAR. Number of arbitrators shall be one. The language of the arbitration shall be English. Award of arbitration tribunal shall be final and binding for both Parties. Should by any reason reference to the abovementioned



arbitration be impossible, the Dispute(s) shall be referred to and finally resolved by state court in the Hong Kong SAR.

## **17. Miscellaneous**

(a) Entire Agreement. These Terms set forth the entire agreement and understanding of the Parties relating to the purchase of Tokens and subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) Binding Agreement. These Terms provide the legally binding terms and conditions for the sale and purchase of the ENCN Tokens. By purchasing the ENCN Tokens, you acknowledge your understanding, acceptance and agreement to these Terms. You are bound by these Terms in existence at the time of your purchase of ENCN Tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

(c) Successors and Assigns. Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Company may assign any of its rights and obligations under these Terms to any party. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of the Company.

(d) Severability. In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as though the void and unenforceable part had been severed and deleted.

(e) Headings. The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.

(f) Acceptance. You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of ENCN Tokens.

(g) Disruption Event. In the event of a Disruption Event (as defined below), we have the right to suspend the Token Sale. If we elect to suspend the Token Sale, we will publicly announce the suspension and resumption of sale. If we suspend the Token Sale for a period of time (the “Suspension Period”) pursuant to this Section, we will determine in our sole and absolute discretion whether to (i) nevertheless end the Token Sale on the scheduled Token Sale end date or (ii) extend the Token Sale for a period equal to the Suspension Period. We will provide notice of our election in this regard on the website. A “Disruption Event” means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum blockchain, and such disruption has an adverse effect on the processing time for Ethereum blockchain transactions, (ii) any event or occurrence that causes a disruption in the functionality of the software used in connection with the Token Sale and such disruption has an adverse effect on the implementation of the Token Sale, (iii) a change in the price of Ether or BTC of 10% or more in any 24-hour period, (iv) any compromise of security that has or in our sole good faith determination may have an adverse impact on the Token Sale, or (v) any other event that we reasonably

think materially adversely effects or may materially adversely affect the Company, EndChain and/or the Platform.

(h) Modification of Terms. We have the right to modify this Agreement, including, but not limited to, if we believe that such modifications are necessary to comply with applicable laws or regulations or to address technical or factual inaccuracies. If we make changes, we will post the amended Agreement at [www.endchain.io](http://www.endchain.io). The amended Agreement will be effective immediately, and your continued participation in the Token Sale, or continued use or holding of Tokens you purchase in the Token Sale, as applicable, shall constitute your acceptance of the modified Agreement.

(i) Website. The Website is a summary of the terms that is outlined in greater detail in this Agreement by which the Website is qualified in its entirety, and any decision to purchase Tokens should only be made following a review of this Agreement. The Website and the White Paper each contain forward-looking statements, which can be identified by the fact that they do not relate strictly to historical or current facts and may include the words “may,” “will,” “expect,” “intend,” or other expressions of similar meaning, including statements with respect to use of proceeds of proceeds of the Token Sale, usage of Tokens, buildout of Platform, Platform functionality and the Ecosystem’s prospects. These forward-looking statements are based on the current expectations and a number of factors could affect future events. (j) Termination. Company may terminate this Agreement with any one of you, i.e. to refuse the further services.