

C100

TOKEN GENERATION EVENT PARTICIPATION TERMS AND CONDITIONS

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These Token Generation Event Participation Terms and Conditions (the **“Agreement”**) contain the terms and conditions that govern the distribution of the C100 coin (the **“Token”**) to contributors and donators via the following website <https://www.C100.digital>

The Agreement governs the relationship between you or the entity that you represent (the **“User”**, **“you”** and **“your”**) and C100 Inc., a company registered under the Seychelles law, with company registration number 230664 and having its registered address situated at 103 Sham Peng Tong Plaza, Victoria, Mahe, Seychelles together with its parent company, subsidiaries and affiliates, (the **“Company”**, **“we”**, **“us”**, and **“our”**).

You and the Company are hereinafter referred to, individually as a **“Party,”** and collectively as the **“Parties.”**

1. Definitions:

- 1.1 *Asset* – means movable and immovable property of any kind;
- 1.2 *Blockchain* – a type of DLT, comprised of unchangeable, digitally recorded, data in packages called blocks;
- 1.3 *Burning of tokens* – is the permanent elimination of existing tokens from circulation;
- 1.4 *C100 coin* – a cryptocurrency created by the Company;
- 1.5 *Crypto asset* – a decentralised convertible Asset that is intrinsically dependent on, or utilises, DLT. Crypto asset is math-based peer-to-peer DLT Asset that uses cryptography to implement a secure, distributed info-economy;
- 1.6 *Distributed Ledger or DLT* – means a database system in which information is recorded, consensually shared, and synchronised across a network of multiple nodes;
- 1.7 *Ethereum* – an open Blockchain platform;
- 1.8 *ETH* – the short name for the DLT asset ‘ether’ used within the Ethereum Blockchain platform at <https://www.ethereum.org/>;
- 1.9 *Financial Instrument* – means what is stated in Article 4(1)(15) of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014;
- 1.10 *Funds* – meaning: BTC; ETC; Euros; US Dollars; Litecoin; USDT;
- 1.11 *Minting of tokens* – the process of creating new tokens inside of token smart contract;
- 1.12 *Services* – any services provided by the Company and/or its affiliates, including the services available to registered Users on the Website;
- 1.13 *TGE* – Token Generation Event;
- 1.14 *User* – Holder of the C100 coin(s);
- 1.15 *Valid KYC Documentation* – KYC documents that have been verified by the Company according to good practice and the Company’s internal procedures;

- 1.16 *Wallet* – any type of digital wallet used for cryptocurrencies storage;
- 1.17 *Website* – <https://www.c100.digital>
- 1.18 *Whitepaper* – the document located at the Website containing the C100 coin description and mechanics.

2. About the C100 Coin

- 2.1 Your use of C100 coin shall be subject to the Terms and Conditions of the Platform made available on the Website.
- 2.2 The C100 coin is a representative of a new asset class, which is freely tradeable, borderless, and fully collateralised by crypto coin assets. C100 coin is an automatic investment into the top 100 crypto assets that dynamically and automatically adjusts to changes in the top group and acts as a perfect investment tool for buy-and-hold crypto investors.
- 2.3 C100 coin can be purchased or redeemed at the site or bought or sold via one or more crypto exchange(s).
- 2.4 The sale of C100 coin and C100 coins themselves are to be considered as an investment and as such, purchases and sales of C100 coins are subject to the protections of any laws governing those types of investments. The Company has created an unlimited supply of C100 Coin tokens based on the Ethereum blockchain. Every newly minted coin is automatically collateralised. At any point in time, the value of coins' in the collateral will not fall below the value of index coins in circulation. The minting of every new C100 coin requires buying additional collateral that would cover the value of a new coin.
- 2.5 Although the Company shall endeavour to provide or offer you with the products or Services described in this Section, the Company shall not be bound to do so.
- 2.6 C100 coins are not shares of the Company. They do not represent ownership interests or grant ownership, control and voting rights in the Company, nor do they grant any rights to receive a share of the Company's profit.
- 2.7 It is within the Company's discretion to unilaterally make decisions on spending, investing and otherwise using the funds received during the TGE.

3. The Index

- 3.1 C100 coin follows a capitalisation-weighted index with the maximum weight of any coin capped at 10%.
- 3.2 The index is rebalanced on the first day of each month. During each month, the number of coins for each constituent in the index is fixed. Monthly index rebalancing is a seamless process that does not require interactions with sold coins.
- 3.3 Through a mechanism of assurance, the price of C100 coin when freely traded on exchanges, would reflect the true value of the underlying index.

4. C100 coin Trading and Fees

- 4.1 You may redeem coins at c100.digital website at a price of the index minus a small burning fee. The price of the index shall be fixed for a certain period of the money transfer, barring any queuing delays.

4.2 You may buy or sell C100 coins on a secondary market that is not necessarily the Website.

4.3 The Company establishes the following fees:

4.3.1 Minting of C100 Coin fee – 1%

4.3.2 Rebalancing Fee – 50 bps on a monthly basis

4.3.3 Burning Fee – 5% within first year after token purchase, 2.5% second year after the token purchase, 1% third or any following year after the token purchase.

5. Acceptance of the Agreement

5.1 Regardless of any other provision or other license or service terms which may be issued by Company after the effective date of this Agreement, the Terms and Conditions set forth in this Agreement shall supersede and govern the terms between Company and you. It is your responsibility to read the the Terms and Conditions and determine if you accept the Terms and Conditions in this Agreement. If you do not agree with the Terms and Conditions, you may not avail of any services offered by the Company. By clicking the box “I accept these Terms and Conditions” you are unconditionally agreeing to be bound by the Terms and Conditions of this Agreement.

5.2 These terms and conditions constitute a legally binding agreement between you and the Company and govern your use of the Company’s Website. Please read these terms carefully.

5.3 If there are any regulations imposed that may affect C100 coin’s rights and attributes, the terms and conditions of this Agreement and other terms regulating the usage of C100 coins may be changed significantly by the Company to ensure compliance with such regulatory requirements.

5.4 The Company reserves the right to make changes to these terms at any time. Any such changes shall be posted on the Website and will become effective upon the posting of the revised Agreement on the Website, and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and/or the Services following any such revisions to the Agreement will constitute your acceptance of such changes.

5.5 The Company does not guarantee that the Websites and Services shall always be available or uninterrupted. We shall have the right to change or remove the Website (temporarily or permanently) at any time without indicating the reasons to such changes or removal and you confirm that the Company shall not be liable to you for any such change or removal.

5.6 Use of the Website and/or Services is limited to parties that are 18 years of age or older and must be able to lawfully enter into and form contracts under applicable law.

6. Whitelisting and KYC

6.1 In order to use the Website and/or Services and to participate in the primary sale, you will be required to complete the whitelisting instructions on the Company’s Website, including the completion of the KYC policies and procedures.

6.2 You agree that all information that you give us, such as, but not limited to, valid identification, address, and email, during the term of validity of this Agreement is complete, true, correct and that you will immediately notify the Company of changes to such information or change such details by yourself on the Website.

6.3 Upon the Company’s request, you will immediately provide to the Company, information and documents that the Company, in its sole discretion, deems necessary or appropriate to comply

with any laws, regulations, rules or agreements, including without limitation, judicial process. Such documents include, but are not limited to, copies of a passport, driver's licence, utility bills, photographs of associated individuals, government identification cards, or sworn statements. You consent to the Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements.

- 6.4 The Company reserves the right to suspend the usage of the Website until your identity is completely verified.
- 6.5 In the event a contributor refuses or fails to pass a KYC, the Company reserves a right to withhold part or the full amount of C100 coins. Additionally, a processing fee may be charged or withheld from the payment made by the contributor.
- 6.6 You shall not use the Website for any purpose that is unlawful or prohibited by this Agreement and legal requirements. By using the Website, you confirm that you will act honestly, and, in such way, that would meet the interests of both you and the Company.
- 6.7 In order to participate in the TGE, you must do so only within the stipulated period. Users from Albania, Belarus, Bosnia and Herzegovina, Myanmar, Central African Republic, Democratic Republic of the Congo, the Democratic People's Republic of Korea, People's Republic of China, Ivory Coast, Crimea, Croatia, Cuba, Iran, Iraq, Kosovo, Lebanon, Liberia, Libya, North Macedonia, Moldova, Serbia, Somalia, South Sudan, Syria, the United States of America, Venezuela, Yemen and Zimbabwe may not make use of our Website or Services.
- 6.8 The minimum amount which may be traded on the platform is \$10,000.
- 6.9 The Company has the right to refuse selling C100 coin to anyone who does not meet above-mentioned criteria for their buying, as set out in this Agreement, the Website and by the applicable law.
- 6.10 You understand and acknowledge that the purchase and sale of cryptocurrencies and tokens of any kind involve risk. Due to the constant price fluctuations of cryptocurrencies, the value of your assets may increase or decrease at any time.
- 6.11 You acknowledge, understand and agree that:
 - 6.11.1 the purchase and receipt of C100 coins may have tax implications for you;
 - 6.11.2 you are solely responsible for your compliance with tax obligations; and
 - 6.11.3 the Company bears no liability or responsibility with respect to any of your tax obligations.

7. Risks

- 7.1 YOU ACKNOWLEDGE AND UNDERSTAND THE RISKS SET OUT IN THIS CLAUSE. YOU MAY LOSE ALL AMOUNTS PAID. ACCORDINGLY, YOU HAVE CAREFULLY REVIEWED AND ACKNOWLEDGE, UNDERSTAND AND ASSUME THE RISKS SET OUT IN THIS CLAUSE, AS WELL AS OTHER RISKS ASSOCIATED WITH THE C100 COINS (INCLUDING ALL THOSE WHICH ARE NOT SET OUT IN THIS AGREEMENT), ALL OF WHICH WOULD RENDER THE C100 COINS WORTHLESS OR OF LITTLE VALUE.
- 7.2 C100 coins do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Company.
- 7.3 Ethereum Blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. You acknowledge and understand that Ethereum

block producers may not include your transaction when you want, and your transaction may not be included at all.

- 7.4 You acknowledge, understand and agree that C100 coins may have no value, there is no guarantee or representation of liquidity for the C100 coins; and that the Company is not and shall not be responsible or liable for the market value of C100 coins, the transferability and/or liquidity of C100 coins and/or the availability of any market for C100 coins through third parties or otherwise.
- 7.5 As tokens, C100 coins may be subject to expropriation and/or theft. Hackers or other malicious groups or organisations may attempt to interfere with the tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the Ethereum platform rests on open-source software and tokens are based on open-source software, there is the risk that smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the tokens or result in the loss of your tokens, the loss of your ability to access or control your tokens or the loss of C100 coins. In the event of such a software bug or weakness, there may be no remedy and holders of tokens are not guaranteed any remedy, refund or compensation.
- 7.6 C100 coins purchased by you may be held in your digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault will result in loss of such C100 coins, access to your C100 coins balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service you use, may be able to misappropriate your tokens. The Company is not responsible for any such losses.
- 7.7 The software is still under development and may undergo significant changes over time. Although the Company intends for the software to have the features and specifications set forth in the White Paper, the Company may make changes to such features and specifications for any number of reasons, and any party that adopts the software and launches the Platform may also make changes, any of which may imply that the platform does not meet your expectations.
- 7.8 The development of the software may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 7.9 Even if the software is finished and adopted and the Platform is launched, the ongoing success of the platform relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or participation in the platform.
- 7.10 The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact tokens in various ways, including, for example, through a determination that tokens are regulated financial instruments that require registration. The Company may cease the distribution of tokens, the development of the software or cease operations in a particular jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
- 7.11 FOR THE AVOIDANCE OF ANY DOUBT, RESIDENTS AND CITIZENS OF THE UNITED STATES OF AMERICA, PEOPLE'S REPUBLIC OF CHINA, ALBANIA, BELARUS, BOSNIA AND HERZEGOVINA,

MYANMAR, CENTRAL AFRICAN REPUBLIC, DEMOCRATIC REPUBLIC OF CONGO, IVORY COAST, CROATIA, CUBA, IRAN, IRAQ, KOSOVO, LEBANON, SERBIA, LIBERIA, LIBYA, NORTH MACEDONIA, MOLDOVA, SOMALIA, SOUTH SUDAN, SYRIA, VENEZUELA, YEMEN, ZIMBABWE, CRIMEA, AS WELL AS ANY OTHER JURISDICTION THAT FORBIDS OR RESTRICTS THE PARTICIPATION IN TOKEN GENERATING EVENTS, ARE NOT PERMITTED TO PARTICIPATE IN THE C100 TOKEN SALE. THE COMPANY WILL UNDERTAKE ITS BEST EFFORTS TO RESTRICT THE POSSIBILITY OF SUCH RESIDENTS AND CITIZENS FROM PARTICIPATING IN THE C100 TOKEN SALE. ANY ATTEMPT TO CIRCUMVENT THIS AGREEMENT WILL RESULT IN C100 COINS NOT BEING ISSUED, AND THE PAYMENT THEREOF BEING RETURNED TO YOU. THE COMPANY RESERVES THE RIGHT TO STILL CHARGE A PROCESSING FEE WHEN YOU ARE FOUND TO BE IN BREACH OF THIS AGREEMENT.

7.12 As noted above, the industry in which the Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of the Company and/or pursue enforcement actions against the Company. Such governmental activities may or may not be the result of targeting the Company in particular. All of this may subject the Company to judgments, settlements, fines or penalties, or cause the Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm the Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the C100 coins and/or the development of the software.

8. Liability and indemnification

8.1 To the fullest extent permitted by applicable law, you hereby waive and disclaim any right or cause of action against the Company in any jurisdiction that would give rise to any damages. The Company shall not be liable to you for any type of damages, even if and notwithstanding the extent that the Company has been advised of the possibility of such damages. You agree not to seek any refund, compensation, or reimbursement from the Company, regardless of the reason and regardless of whether the reason is identified in this Agreement.

8.2 In no circumstances will the aggregate liability of the Company, whether in contract, warrant, tort or otherwise, for damages to you under this Agreement, exceed the amount received by the Company from you.

8.3 You understand and agree that the Company shall not be liable and you shall be responsible for all liability in connection with any *force majeure* event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interests rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

8.4 To the fullest extent permitted by applicable law, you release the Company 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 the acts of omissions of third parties.

8.5 To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless and reimburse the Company from and against any and all actions, proceedings, claims, damages,

demands and actions (including without limitation fees and expenses of counsel), incurred by the Company arising from or relating to:

- 8.5.1.1 your purchase or use of C100 coins;
- 8.5.1.2 your responsibilities or obligations under this Agreement;
- 8.5.1.3 your breach of or violation of this Agreement;
- 8.5.1.4 any inaccuracy in any representation or warranty by you;
- 8.5.1.5 your violation of any rights of any other person or entity; and/or;
- 8.5.1.6 any act or omission committed by you, that is negligent, unlawful or constitutes wilful misconduct.

8.6 The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

9. Disclaimers and waivers

9.1 You expressly acknowledge, understand and agree that the purchasing and using of C100 coins is done at your own sole risk and that C100 coins are provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind by the Company and you shall rely on its own examination and investigation thereof.

9.2 THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND WITH RESPECT TO THE DISTRIBUTION OF THE C100 COINS, THE COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

9.3 THE COMPANY IS NOT AN INVESTMENT ADVISOR. WE DO NOT TAKE INTO ACCOUNT YOUR INDIVIDUAL NEEDS, INVESTMENT OBJECTIVES AND/OR SPECIFIC FINANCIAL CIRCUMSTANCES. YOU SHOULD CONSULT WITH AN ATTORNEY, FINANCIAL ADVISOR OR ANY OTHER INVESTMENT PROFESSIONAL TO DETERMINE WHAT MAY BE BEST FOR YOUR INDIVIDUAL NEEDS.

10. Security

10.1 The Company shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

10.2 The Company does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. The Company will not be liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website.

11. Privacy policy

- 11.1 In order to participate in the TGE and use of C100 coins, you understand and acknowledge that you must provide your personal data in order to be able to make use of our Website.
- 11.2 At any point we may integrate a third-party tools for the carrying out of KYC/AML checks on our contributors and early adopters. You acknowledge that in collecting your personal details as stated in Section 14.1, the third-party provider will protect your personal data and respect your privacy in accordance with best business practices and all applicable laws.
- 11.3 With respect to Section 14.2 you will be required to permit the transfer of your personal data to the Company by the third-party provider, which may be done at the discretion of the Company. When gaining access to your personal data the Company will protect your personal data and respect your privacy in accordance with best business practices and all applicable laws.
- 11.4 Your personal data that you provide will be used to identify you as the token holder and to execute this Agreement.
- 11.5 You confirm that you have entered correct data about yourself in every required form and that going forward, when changing or adding any data on the Website, you will enter only correct data. You shall bear any losses that occur regarding the submission of invalid/incorrect data.
- 11.6 The Company may use your personal data for direct marketing purposes if you give your consent in the registration form. You can withdraw such consent at any time.
- 11.7 The Company may, at any time and in its own discretion, adopt a separate Privacy Policy and you must consent to that Privacy Policy to continue to avail of the services offered by the Company.

12. No other rights created

- 12.1 This is not a loan to the Company, and this does not provide you with any ownership or other interest in the Company.
- 12.2 The Company retains all rights to, titles and interests in, all of its intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You may not use any of the Company's intellectual property for any reason without the Company's prior written consent.

13. Your representations and warranties

- 13.1 By purchasing the C100 coins you covenant, represent and warrant to the Company that you have all the requisite power and authority to execute and deliver this Agreement, to use and purchase the C100 coins and to carry out and perform the obligations under this Agreement. Accordingly, if you are an individual, you shall represent and warrant that you are at least 18 years old and of sufficient legal age and capacity to purchase the C100 coins. If you are a legal person, you are duly organised, validly existing and in good standing under the laws of your domiciliary jurisdiction, and every other jurisdiction where you conduct your business.

- 13.2 The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice:
- 13.2.1 any provision of your organisational documents, if applicable;
 - 13.2.2 any provision of any judgement, decree or order, by which you are bound of or by which any of your assets are subject to;
 - 13.2.3 any material agreement, obligation, duty or commitment to which you are a party of and by which you are bound to; or
 - 13.2.4 any laws, regulations or rules applicable to you.
- 13.3 The execution and delivery of, and performance under this Agreement requires no approval or other action from any governmental authority or person other than you.
- 13.4 You are legally permitted to participate in the TGE and you are legally permitted to receive and hold cryptocurrencies and tokens.
- 13.5 You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain based software systems and blockchain technology, to be able to evaluate the risks and merits of your token purchase and are able to bear the risks thereof, including loss of all the amounts paid, loss of tokens and liability towards the Company for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or wilful misconduct. You have obtained sufficient information in order to make an informed decision to purchase C100 coins.
- 13.6 You attest that you are not a criminal, are not associated with any criminal activity, and that all funds that are used by you in connection with the TGE and C100 coins purchase are free from any criminal association, are not the proceeds of crime, and are not derived from any criminal activity. You shall not use the C100 coins to finance, engage in, or otherwise support any unlawful activities.
- 13.7 To the extent required by applicable law, you have to comply with all anti-money laundering and counter-terrorism financing requirements.
- 13.8 You hereby certify to us that any funds used by you in connection with participation in the TGE are either owned by you or that you are validly authorised to carry out transactions using such funds.

14. Dispute Resolution, Applicable law and Jurisdiction

- 14.1 You and the Company shall cooperate in good faith to resolve any dispute, controversy, or claim (including non-contractual disputes or claims) arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof. If the Parties are unable to resolve a dispute within ninety (90) days of notice of such dispute being received by all Parties, such dispute shall be finally settled by Binding Arbitration as defined in Section 14.2.
- 14.2 Each Party irrevocably agrees that any dispute not resolved within ninety (90) days as set forth in Section 14.1 shall be finally settled by arbitration in accordance with the Swiss Rules of International Arbitration as at present in force, which shall be deemed to be incorporated by reference into this Agreement. The number of arbitrators shall be one. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be

English. The governing law of the Agreement shall be as set forth in Section 14.4 herein. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgement upon the award may be entered by any court having jurisdiction thereof and having jurisdiction over the relevant Party or its assets. The Company and you will each pay the respective attorneys' fees and expenses.

- 14.3 Any dispute arising out of or related to this Agreement is personal to you and the Company and shall 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. Furthermore, 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.
- 14.4 This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the Laws of the Republic of Seychelles, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

15. Miscellaneous provisions

- 14.5 You shall not assign this Agreement without the prior written consent of the Company. Any assignment or transfer in violation of this Section will be void. The Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives.
- 15.1 This Agreement and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by the Company about the C100 coins, the Company software and platform and other blockchain tokens.
- 15.2 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 15.3 The Company may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website at any time and in its sole discretion. Any such modified terms will become effective upon the posting of the revised terms or such policies and rules to the Agreement. It is your responsibility to check the Website regularly for modifications to this Agreement. Your continued use of the C100 coins, the Website and of any other service provided by the Company will constitute acceptance of such changes.