

# Tobius Group

*Registered and Filed as No. HM-332353*

## TOKEN (EMOT) SALE AGREEMENT

*Last updated: September 08, 2018*

**PLEASE READ THESE TOKEN SALE AGREEMENT CAREFULLY. NOTE THAT SECTIONS 14 AND 15 CONTAINS A BINDING ARBITRATION CLAUSE AND REPRESENTATIVE ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TOKEN SALE TERMS YOU SHALL NOT PURCHASE TOKENS.**

**YOU ARE NOT ELIGIBLE AND YOU ARE PROHIBITED FROM THE PURCHASE OF TOKENS IF YOU ARE (I) A GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR (II) A CITIZEN OR A RESIDENT (TAX OR OTHERWISE) OF THE UNITED STATES OF AMERICA, PUERTO RICO, THE VIRGIN ISLANDS OF UNITED STATES, OR ANY OTHER POSSESSIONS OF THE UNITED STATES OF AMERICA, OR PERSON OF THAT COUNTRY OR A RESIDENT AND CITIZEN OF NORTH KOREA, CANADA, CHINA (EXCEPT HONG KONG, MACAU AND TAIWAN), SOUTH KOREA, JAPAN OR (III) 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 MENTIONED PERSONS ("RESTRICTED PERSON").**

**YOU SHOULD NOT ALSO BE IDENTIFIED, AND NOT ACTING ON BEHALF OF THE PERSON DETERMINED, IN ANY LISTS OF SANCTIONED PERSONS, INCLUDING BUT NOT LIMITED TO U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS, THE U.S. COMMERCE DEPARTMENT'S DENIED PERSON LIST, THE EU CONSOLIDATED LIST OF PERSONS.**

**DO NOT MEET ANY RESIDENCY CRITERIA AND NOT RESIDING IN OR LOCATED AT COUNTRY OR TERRITORY THAT IS THE TARGET OF UNITED STATES ECONOMIC OR TRADE SANCTIONS (CURRENTLY, CUBA, IRAN, SYRIA, NORTH KOREA, AND THE CRIMEA REGION OF UKRAINE; DO NOT OTHERWISE BE THE TARGET OF UNITED STATES ECONOMIC OR TRADE SANCTIONS; AND DO NOT ACT ON BEHALF OF THE GOVERNMENTS OF THE MENTIONED COUNTRIES OR TERRITORIES.**

**DO NOT BE A CITIZEN OF OR LOCATED AND/OR RESIDING IN ANY GEOGRAPHIC AREA OR TERRITORY THAT IS SUBJECT TO UN-, US-, EU-, CH- OR ANY OTHER SOVEREIGN COUNTRY SANCTIONS OR EMBARGOES, AND YOU HAVE NO OTHER AFFILIATION TO SUCH PENALTIES.**

This document acts as an agreed upon token sale terms (“Token Sale Agreement”, “Agreement”, “Token Sale Terms”, “Terms”) between you (“Purchaser”, “User”, “you”) and Tobius group, a Cayman Island company, located at George Town, Cayman Islands P.O. Box 31493, George Town Grand Cayman, KY1-1206 Cayman Islands. (“Our”, “Company”, “us” or “we”). Each of you and Company are a “Party” and collectively the “Parties”. You accept these Terms when you purchase EMOT Tokens (“EMOT”, “EMOT Tokens”, “Tokens”).

EMOT Token is a digital product made and owned by Company for use by token holders and potential users within any of Tobius Group’s client or partner’s applications and/or platforms that require its use (these platforms will include decentralized applications and services that rely on EMOT tokens). EMOT tokens can also be used to pay for services provided by Tobius Group. Tobius Group also allows its client/partners to receive and use EMOT as payment for services as well. For a list of clients/partners please visit website. Any purchase of EMOT Tokens is subject to these Terms. EMOT Tokens are not digital currency, commodity, or any other kind of financial instrument and has not been registered under relevant securities regulations, including the securities laws of any jurisdiction in which you are a resident.

We will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the “Last updated” section above accordingly or by any other method we deem appropriate. Any serious changes to Our website shall be communicated to token purchases by sending a notice. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchase of EMOT Tokens.

Information about the Tokens and Tokens sale is set forth in the Company website or any other document provided by Company solely for the organization or business that requires EMOT to power any parts of their application or systems (hereafter referred to as “the Organization” ). Purchaser is required to read the Terms of use and Privacy Policy located at the Tobius Group Website in their entirety prior to purchase of EMOT Tokens.

By purchasing EMOT Tokens from Company, you will be bound by these Terms and any other terms incorporated by reference as well as with any other document located at the Website (the documents referred to hereafter are the Terms and Conditions and Privacy agreement). If you have any questions about these Terms, please contact us at [hello@tobius.group](mailto:hello@tobius.group)

## You and Company agree as follows:

1. **Purchase of EMOT Tokens.** Subject to the terms of this Token Sale Agreement, Terms and Conditions and Privacy Policy located at <https://www.tobius.group/> (the “Website”), Company agree to sell to you and you agree to purchase from Company a specific number of EMOT Tokens at the price listed, depending on the time of purchase.

## 2. Main Terms

**2.1.** Unless otherwise provided herein, Company will conduct EMOT Tokens sale during the following period: Pre-sale, July 31, 2018 00:00 GMT to October 1, 2018 23:59 GMT (“Sale Period”), Public crowdsale starts on November 09, 2018 00.00 GMT and will end on December 10, 2018 23:59 GMT or whenever the Hard cap is reached. Soft cap is \$100, 000 and Hard cap is \$5 million. Refunds will be made within 4 weeks, if the Soft cap is not reached at the end of the Public crowdsale. The total contribution from all investors, including all communities must be equal to or greater than the Soft cap. 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. The Soft cap and Hard cap are applicable at any phases of the EMOT token sale which could be either Private Sale or Public crowdsale periods. *These dates are tentative and subject to change by Company.*

**2.2.** Any use of EMOT Tokens will be governed by other applicable terms and policies, which will be available at Website upon the distribution of EMOT Tokens (“EMOT Tokens Terms and Conditions”). Company at any time at its sole discretion may from time to time amend such EMOT Tokens Terms and Conditions. To the extent of any conflict with these Terms, EMOT Tokens Terms and Conditions shall control with respect to any issues relating to the use of EMOT Tokens.

## Purchase Procedure

**(a)** During the Sale Period, you may purchase EMOT Tokens at price provided on the Token Distribution section of the Website, KICKICO and LATokens platforms depending on the time and place of purchase. Purchase of EMOT Tokens may require you to create an account at the Website (“Account”). You may transfer funds from an ERC20 wallet like “MyEtherWallet” for the purpose of purchasing EMOT Tokens, all funds transferred to the specified address will be treated as a deposit and you would be required to manually complete the purchase. The number of purchased EMOT Tokens shall be determined based on the total amount received by the Company (when such transaction is confirmed) for the purpose of purchasing EMOT Tokens with applicable bonuses and/or discounts available to you and will be indicated in Account within 72 hours upon receipt the payment of Purchase Price (when such transaction is confirmed). Company

may require you to provide additional information to verify your identity, address or any other information in your account (form), such as your date of birth, copy of ID, citizenship, country of residence and other information directly or through a third party (“KYC”). You are responsible for relevance and validity of information to be provided when registering an account. If the Buyer fails to pass the KYC procedure the Seller will not distribute the EMOT Tokens.

(b) Payment can be made in ETH, BTC, LA, KICK and LTC. Company from time to time (“Payment”) may additionally introduce any other cryptocurrency. You shall not use any cryptocurrency exchange address for security reasons. Payment during the Private Sale Period can be made in ETH, including cryptocurrency, as may be additionally introduced by the Company.

(c) The Company will use the services of Vanbex Group to conduct the KYC exercise. All data associated with the KYC process will be stored and managed by Vanbex, not with Tobius Group. 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 EMOT Token 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 a third party and/or from any unauthorized website.

(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.

#### **4. Distribution and Receipt of EMOT Tokens.**

Once you have purchased EMOT tokens, the Company will perform a verification procedure whereby the received Payment will be linked to your Account. Company will distribute Tokens to your Account by the later of: (a) within Three (3) weeks upon completion of Tokens sale or when Hard Cap is reached (although we 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 Three (3) weeks after you have provided complete and accurate details of your Account or any additional information required by us (KYC). For the avoidance of doubt, any such extension shall not affect our obligation to deliver, and your obligation to accept, the Tokens that have been acquired in accordance with these Terms. To be used within any platform, Tokens must be stored in digital wallet associated (linked) with your account on Platform or in any other manner as prescribed by Tokens Terms and Conditions. After the crowdsale and completion of token distribution. Company will verify and distribute tokens to all bounty and airdrop participants as specified on the website. You may contact Tobius Group support at [hello@tobius.group](mailto:hello@tobius.group) for more details about token distributions.

The Company is not liable for the inability of the User to receive or use EMOT Tokens because of User's failure to follow any of the requirements and procedures of the Company or due to any possible misrepresentations of the User and shall not make any refunds of contributions made.

You hereby confirm and agree that distribution of EMOT Tokens to you is the fact of successful delivery of goods to you by the Company and deemed a confirmation of accepting of respective quality good in respective volume by you. From said moment the deal on Tokens sale executed between you and Company under the terms provided herein is considered to have been closed with the all applicable characteristics of finality and irrevocability of such deal and all of the Parties obligations arising out of such deal are considered to have been performed duly and in a proper way.

## **5. Cancellation**

All purchases of EMOT Tokens from Company are final and there are not any partial or full refunds or cancellations after soft cap is reached or as specifically provided in these Terms. If soft cap is not reached upon the end of Public crowdsale period, the company will refund all sold tokens to contributors in full within 4 weeks upon the end of CrowdSale period and reallocate all unsold tokens to the EMOT token vault to be used by the platform. This incident may not prevent the Organization from continuing business as usual but may delay items promised in the Roadmap or Timeline. You hereby agree and confirm that during Private Sale Period, as a consideration for discount provided by the Company, all your purchases of EMOT Tokens from the Company are final and there are no partial or full refunds or cancellations. The Company reserves the right to refuse or reject any Payment made or purchase requested at any time in its sole and absolute discretion. To the extent that the Company refuses or rejects a transfer from the Purchaser, the 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.

## **6. Terms and Conditions of EMOT Tokens**

EMOT Token terms and conditions are located at the Tobius Group Website, which terms are incorporated herein by reference.

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

You acknowledge and agree that there may be inherent and unanticipated risks associated with purchasing, holding and using of EMOT Tokens. By purchasing EMOT Tokens, you expressly acknowledge and assume all and any of these risks. Such risks include but are not limited to:

- Risk of losing access to tokens due to loss of private key(s)

Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens

- Risk of losing access to tokens due to custodial error or purchaser error

Tokens sent to the wrong address due providing an inaccurate address. Your failure to follow precisely the procedures set forth for buying and receiving Tokens, including, for instance, if you provide the wrong address for the Purchaser Address, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

- Risks associated with the ethereum protocol

Because Tokens and the Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Platform, including the utility of the Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

- Risk of hacking and security weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or 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. Hackers or other malicious groups or organizations may also attempt to get access to private keys or other access credentials in the Wallet or any other wallet, vault, or other storage mechanism used to receive and hold Tokens. As the result, the Tokens may be lost forever.

- Risks associated with markets for tokens

The Tokens are intended to be used solely within the Platform, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to the Tokens you own. Even if secondary trading of Tokens is facilitated by third party

exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

- Risks associated with uncertain regulations and enforcement actions

Regulatory actions could negatively impact the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all the parties involved in the purchase, sale and delivery thereof. Company may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

- Risks arising from taxation

The tax characterization of Tokens is uncertain. You must seek your own tax advice about purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements. In addition, the proceeds of the Token sale (which include any moneys that purchaser has paid for the Tokens) may be taxable to the Company, which may adversely affect financial resources available to the Company, Company's business and the Company's ability to achieve its business objectives.

- Risks Related to Reliance on Third Parties

Even if completed, the Platform will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Platform.

- Risk of an unfavorable fluctuation of ETH, BTC or Other coin value

If the value of ETH, BTC or other coins fluctuates unfavorably during or after the Token sale, the Company team may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH, BTC or other coins,

including another DAO- like attack on the Ethereum network, or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

- Risk of Lack of Adoption

The success of partner/third party platforms that use Our services, and tokens is dependent in large part to the adoption of those platforms, services, and underlying technology by users. It is possible that users do not adopt or use the platform. Such lack of use or interest could negatively impact the development of those platforms and therefore the potential utility of Our Tokens and services, including the utility of the Tokens for obtaining services.

- Regulatory and legal risks

changes in laws or regulations governing the Company's operations may adversely affect its business. Any change in the Company's tax status, or in taxation legislation in the United States or elsewhere, could affect the value of its financial holdings, its business and the Company's ability to achieve its business objective. Prospective purchasers are urged to consult their tax advisers with respect to their particular tax

- Risk of blockchain technology failure, bugs and weakness

**Blockchain Delay Risk:** On the most blockchains used for cryptocurrencies' transactions (e.g., Ethereum, Bitcoin blockchains), timing of block production is determined by proof of work so block production can occur at random times. For example, the Cryptocurrency sent as a payment for the Tokens in the final seconds of the Token sale may not get included into that period. The respective blockchain may not include the Buyer's transaction at the time Buyer expects and the payment for the Tokens may reach the intended wallet address not in the same day Buyer sends the Cryptocurrency.

**Blockchain Congestion Risk.** The most blockchains used for cryptocurrencies' transactions (e.g., Ethereum, Bitcoin blockchains) are prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the network in an attempt to gain an advantage in purchasing cryptographic tokens. That may result in a situation where block producers may not include the Buyer's transaction when Buyer wants or the Buyer's transaction may not be included at all.

**Risk of Software Weaknesses:** The token smart contract concept, the underlying software application and software platform (i.e. the Ethereum, Bitcoin blockchains) are still in an early development stage and unproven. There are no representations and warranties that the process for creating the Tokens will be uninterrupted or error-free. There is an inherent risk that the software could contain weaknesses,



vulnerabilities or bugs causing, inter alia, the complete loss of the Cryptocurrency and/or the Tokens.

**Risk of New Technology:** The Platform, the Tokens and all of the matters set forth in the White Paper are new and untested. The Platform and the Tokens might not be capable of completion, creation, implementation or adoption. It is possible that no blockchain utilizing the Platform will be ever launched. Buyer should not rely on the Platform, the token smart contract or the ability to receive the Tokens associated with the Platform in the future. Even if the Platform is completed, implemented and adopted, it might not function as intended, and any Tokens may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the Platform and the Tokens may become outdated.

- Risks associated with Token Volatility

Due to the fact that there has been no prior public trading market for the Tokens, the Token sale may not result in an active or liquid market for the Tokens, and their price may be highly volatile. Although applications have been made to the cryptographic token exchanges for the Tokens to be admitted to trading, an active public market may not develop or be sustained after the Token sale. If a liquid trading market for the Tokens does not develop, the price of the Tokens may become more volatile and token holder may be unable to sell or otherwise transact in the Tokens at any time.

- Technology risks and other unanticipated risks

The Tokens are intended to represent a new capability on emerging technology that is not fully proven in use. As the technology matures, new capabilities may dramatically alter the usefulness of the Tokens or the ability to use or sell them. Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this document, there are other risks associated with your purchase, possession, and use of the Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this document.

## 8. Representations and Warranties

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

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

(b) you have read and understand these Terms and you acknowledge and agree that there are risks associated with purchasing, holding and using EMOT tokens.

(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 EMOT Tokens;

(d) you understand that the EMOT Tokens confer only the rights described on the Company's website, and/or Partner's Website, and confer no other rights of any form with respect to Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

(e) you shall not purchase EMOT Tokens for any uses or purposes other than to use EMOT Tokens as provided and specified on the Tobius Group website or the Partner's website, including, but not limited to, any investment, speculative or other financial purposes;

(f) you understand that the EMOT 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 EMOT Tokens or any use of these Terms, including (i) the legal requirements within its jurisdiction for the purchase of the EMOT 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 EMOT 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 EMOT Tokens.

(j) you understand that the Website 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;

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

**(i)** you hereby undertakes to provide the Seller with complete and accurate information for KYC procedures pending the end of the Token Sale campaign;

## **9. Indemnification**

**(a)** To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our 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 (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 EMOT Tokens, **(ii)** your responsibilities or obligations under these Terms, **(iii)** your breach of these Terms, or **(iv)** your violation of any rights of any other person or entity, or **(v)** your violation of any laws.

**(b)** The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under section 9(a). 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.

## **10. Disclaimers**

**(A)** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY COMPANY, (A) THE EMOT 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 EMOT 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 EMOT TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN EMOT TOKENS WILL BE CORRECTED, AND (III) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT EMOT 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 10 may not apply to you.

## **11. 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 EMOT TOKENS OR OTHERWISE RELATED TO THESE TERMS AND AGREEMENT, 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 EMOT TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR EMOT TOKENS.

**(B)** THE LIMITATIONS SET FORTH IN SECTION 11(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS 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 11 may not apply to you.

## **12. 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.

### **13. 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 Cayman Islands, without giving effect to principles of conflicts of law.

These Agreement, Terms and Conditions and Privacy Policy are a single set of rules, which regulate the relationships between Purchaser and Company. You cannot accept it partially; this set of rules should be accepted in full. Should any conflict between these Token Sale Agreement, Privacy Policy and Terms and Conditions, this Terms and Agreement shall prevail.

### **14. Arbitration**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "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).

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

Any Dispute arising out of or related to these Terms and 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. Any Dispute shall be referred to and finally resolved by arbitration administered by the the International Chamber of Commerce (ICC) and the London Court of International Arbitration (LCIA). Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration

clause shall be The Caymans Island law. The seat of arbitration shall be The Caymans Island. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

## 16. Miscellaneous

**(a) Entire Agreement.** These Terms set forth the entire agreement and understanding of the Parties relating to the 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 EMOT Tokens. By purchasing the EMOT Tokens, you acknowledge its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of EMOT 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 and Agreement. No other party to these Terms and Agreement 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 EMOT Tokens as well as any other documents located at the Website.

**(g) Termination.** Company may terminate these Token Sale agreement with you. Company will notify you and refund all contributors accordingly.

**Intellectual property notification: This document belongs to the Company and is protected by copyright laws. Its copying and/or use by any third party in full or in part without prior written consent of the Company is strictly prohibited.**