

MOS COIN TOKEN SALE AGREEMENT

PLEASE READ CAREFULLY THIS DOCUMENT BEFORE MAKING ANY PAYMENTS FOR TOKENS, AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THIS DOCUMENT, YOU SHALL NOT MAKE ANY PAYMENTS FOR TOKENS.

YOUR PURCHASE OF THE MOS LOTTERY TOKENS (“TOKENS”) DURING THE PRE-SALE PERIOD (“PRESALE PERIOD”) OR INITIAL COIN OFFERING (ICO) PERIOD (“OPEN SALE PERIOD”) FROM MOS Network Limited (“COMPANY”), A Seychelles Limited Liability Company, IS SUBJECT TO THIS TOKEN SALE AGREEMENT (“AGREEMENT”). EACH OF YOU AND COMPANY IS REFERRED TO AS A “PARTY”, AND TOGETHER – AS THE “PARTIES”. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT PURCHASE TOKENS.

“YOU” MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT. THE COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PROVISIONS OF THIS AGREEMENT AT ANY TIME FOR ANY REASON. COMPANY SUGGESTS THAT YOU REVIEW THIS AGREEMENT PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING THEM ON THE WEBSITE. YOU ACKNOWLEDGE THAT BY PURCHASING THE TOKENS AFTER COMPANY HAS POSTED CHANGES TO THIS AGREEMENT, YOU ARE AGREEING TO THE MODIFIED PROVISIONS.

OWNERSHIP OF TOKENS CARRIES NO RIGHTS, EXPRESS OR IMPLIED, OTHER THAN THE RIGHT TO USE SUCH TOKENS AS A MEANS TO ENABLE USAGE OF AND INTERACTION WITH THE PLATFORM, IF SUCCESSFULLY COMPLETED AND DEPLOYED. THE TOKENS OFFERED FOR SALE ARE DEEMED TO BE A UTILITY AND WILL BE USED TO PURCHASE FUTURE SERVICES AND SOFTWARE.

IN PARTICULAR, YOU UNDERSTAND AND ACCEPT THAT TOKENS DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE OR SECURITY OR EQUIVALENT RIGHTS, OR

ANY RIGHT TO RECEIVE FUTURE REVENUE SHARES, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICIPATION IN OR RELATING TO THE PLATFORM, AND/OR COMPANY AND ITS CORPORATE AFFILIATES, OTHER THAN RIGHTS RELATING TO THE USE OF THE PLATFORM, SUBJECT TO LIMITATIONS AND CONDITIONS IN THESE TERMS AND APPLICABLE PLATFORM TERMS AND POLICIES (AS DEFINED BELOW). TOKENS ARE NOT INTENDED TO BE A CRYPTOCURRENCY, REGARDLESS OF WHAT LEGAL MEANING WORD “CRYPTOCURRENCY” HAS, SECURITY, COMMODITY OR ANY OTHER KIND OF FINANCIAL INSTRUMENT. THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT 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 THE TOKENS.

U.S. PERSONS (AS DEFINED IN “REGULATION S” UNDER THE SECURITIES ACT) MUST NOT BUY TOKENS UNLESS THEY ARE ACCREDITED INVESTORS; OTHERWISE, THE COMPANY SHALL NOT HOLD RESPONSIBILITY FOR SUCH PURCHASE. IN PARTICULAR, NOTHING IN THIS AGREEMENT CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE USA, OTHER COUNTRIES AND IN ANY OTHER JURISDICTIONS WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTIONS AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN “REGULATION S”, UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

BY PURCHASING TOKENS FROM COMPANY DURING THE SALE PERIOD AND/OR USING THEM IN CONNECTION WITH THE PLATFORM (AS DEFINED BELOW), YOU WILL BE BOUND BY THIS TOKEN SALE AGREEMENT AND ALL TERMS INCORPORATED BY REFERENCE.

1. PURPOSE AND USE OF TOKENS IN CONNECTION WITH THE MOS PLATFORM

- A. Tokens are intended to be used for accessing the following (collectively the “Services”),
- I. Placing bet in MOS Lottery Platform
 - II. Payout for winning MOS Lottery game
 - III. Reward for MOS Lottery Affiliate Program
- B. Ownership of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to obtain Services and to enable usage of and interaction with the Platform, if successfully completed and deployed. In particular, you understand and accept that ownership over the Token does not represent or confers any ownership right, stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights, or any other form of participation in or relating to the Platform, and/or Company and its corporate affiliates, other than rights relating to the receipt of Services and use of the Platform, subject to limitations and conditions in these Terms and applicable Terms of Use and Policies (as defined below). The Tokens are not intended to be a digital currency, security, commodity, or any other kind of financial instrument.

2. ELIGIBILITY

- I. In order to purchase tokens, you are required to create an account with Company on the website.
- II. Purchase of tokens is available only to persons who can form legally binding contracts under applicable law and who are of the age of majority that is 18 years and are of sound mind.
- III. The residents, the affiliated persons or representative of the USA, South Korea, North Korea and Iran entities must not buy Tokens under this Agreement. As for a US person or entity, you are not eligible and you are not to purchase any Tokens, unless you are an "Accredited Investor" as that term is defined in the Securities Act of 1933, if you are a green card holder of the United States or a citizen or resident (tax or otherwise) of the United States of America, or other U.S. Person. "U.S. Person" is generally defined as a natural person, residing in the United States, including American Samoa, Guam,

Northern Mariana Islands, Puerto Rico, U.S. Virgin Islands, or any entity organized or incorporated under the laws of the United States. U.S. citizens living abroad may also be deemed "U.S. Persons" under certain rules.

- IV. Company reserves the right to terminate your account and refuse to provide you with access to the Site and the services therein and immediately suspend your account without furnishing you refunds of the funds in your account, if Company discovers that you have misrepresented your identity, age etc. The Site including the account is not available to persons whose membership has been suspended or terminated by Company for any reason whatsoever.

3. REGISTRATION

- I. In order to purchase tokens being offered by the Company, the Buyer needs to register its account on the website of the Company. In order to register for the purpose of purchasing the tokens and availing the services provided therein the buyers will have to register with Company by providing details such as name, address, e-mail address, contact number and password.
- II. You represent and warrant that all required registration information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. The website cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must not share your password or other access credentials with any other person or entity that is not authorized to access your account. Without limiting the foregoing, you are solely responsible for any activities or actions that occur under your website account access credentials. Company cannot and will not be liable for any loss or damage arising from your failure to comply with any of the above.
- III. You agree to provide and maintain accurate, current and complete information about your Account. Without limiting the foregoing, in the event you change any of your personal information as mentioned above in this Agreement, you will update your Account information promptly.

- IV. When creating an Account, you shall not:
- a) Provide any false personal information to Company (including without limitation a false username) or create any Account for anyone other than yourself without such other person's permission;
 - b) Use a username that is the name of another person with the intent to impersonate that person;
 - c) Use a username that is subject to rights of another person without appropriate authorization; or
 - d) Use a username that is offensive, vulgar or obscene or otherwise in bad taste.
- V. Company reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Service that violates our Terms. If you have reason to believe that your Account is no longer secure, then you must immediately notify Company at support@moscoin.io.
- VI. You may not transfer or sell your account, User ID and/or the tokens to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement.
- VII. The Services are not available to temporarily or indefinitely suspended members. Our website reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts. Our website reserves the right to refuse service to anyone, for any reason, at any time.
- VIII. One individual can own only one account in his/her name.
- IX. You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by our website's policies as stated in the Agreement and the website policy documents published on the Website as well as all other operating rules, policies and procedures that may be published from time to time on the Website by Company

4. SCOPE OF TERMS

Unless otherwise stated herein, these Terms govern only your purchase of tokens from Company during the Sale Period. The use of tokens in connection with the Services or Platform

may be governed by other applicable terms and policies (collectively, the “Platform Terms and Policies”). Any Platform Terms and Policies that Company promulgates will be available on the Website. Company may add terms or policies to the Platform Terms and Policies in its sole discretion, and may update each of the Platform Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Platform Terms and Policies shall control with respect to any issues relating to the use of tokens in connection with the Services or Platform.

5. OFFER

- I. This Token Sale Agreement constitutes an offer to conclude the agreement for purchase and use of the digital tokens under the conditions as stated herein and can be accepted by any person (with the exception of the user specified in Section 3 of the Token Sale Agreement) not otherwise than by adherence to the entire this Token Sale Agreement, including the conditions of its applications, which are deemed to be its integral part.
- II. This Token Sale Agreement includes and hereby incorporates by reference the following applications: The MOS Coin Whitepaper on the Website, collectively, with this Token Sale Agreement, “the Token Sale Agreement”.
- III. The Company may, in its sole discretion, amend the Token Sale Agreement at any time by posting a revised version on the MOS Coin Website.
- IV. Any revisions to the Token Sale Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the “Effective Date”). If the change includes an increase of the fees charged by the Company, such change would take effect 5 days after it was posted.

6. PAYMENTS

- I. Once the buyer accepts these terms of purchase, the buyer shall be directed to the payment page for the purpose of making the payment for the purchase of Tokens.
- II. Accepted types of payments for purchase of the Tokens are crypto world currencies – Bitcoin and Ether.

- III. The Website uses third party payment providers to receive payments from buyers. Company is not responsible for delays or erroneous transaction execution or cancellation of orders due to payment issues.
- IV. Company takes utmost care to work with 3rd party payment providers, but do not control their systems, processes, technology and work flows, hence cannot be held responsible for any fault at the end of payment providers.
- V. Our website reserves the right to refuse to process transactions by buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with Company or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
- VI. The buyers acknowledge that Company will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond our control.
- VII. Our website reserves the right to recover the cost of goods, collection charges and lawyers' fees from persons using the Site fraudulently. Company reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful act or acts or omissions in breach of these terms and conditions.
- VIII. Company as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on the Account of the Cardholder having exceeded the preset limit mutually agreed by Company with our acquiring bank from time to time.

7. CANCELLATION; REFUSAL OF PURCHASE REQUESTS

Your purchase of Tokens from Company during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

8. SALE PROCEDURES AND SPECIFICATIONS

Important information about the procedures and material specifications of the Token sale is provided in MOS Coin White Paper, including, but not limited to, details regarding the timing and pricing of the Token sale, the amount of Token Company will sell, and our anticipated use of the Token sale proceeds. By purchasing Token, you acknowledge that you understand and have no objection to these procedures and material specifications.

9. DATA DISCLOSURES, VERIFICATION PROCESS, KYC COMPLIANCE AND CONSENT OF BUYERS

A. DATA DISCLOSURE

- I. User hereby allows access to and consents to the Company availing of and using the personal data of the Buyer including but not limited to:
 - a) Name; Address; Identification Documents and details contained therein;
 - b) Numbers and IP addresses from which the Services of the website are being accessed;
 - c) Identity numbers and details of all equipment utilized to access or avail the Services including Devices from which the Services are accessed; the Device numbers, Model and such or other details that may be culled out through automated processes, iCloud device or email id for Apple products; Fingerprinting details and other sensitive personal information required for allowing or completing the transactions envisaged herein;
 - d) Company may call upon you to furnish additional details and / or documents, either pursuant to governmental or regulatory compliance or due to modifications in its purchase terms or terms of use.
 - e) Buyer hereby agrees and undertakes to comply with the same within the timelines prescribed.
- II. In addition to the terms contained herein, Users shall be bound by the terms of the Privacy Policy available on the Website.

B. SEC DISCLOSURES

Recently the U.S Securities and Exchange Commission has issued a number of findings and advisories about participating in Initial Coin Offerings. Company is of the opinion that the offering for the development of our technology is not subject to SEC guidelines and this Token Sale offering addresses the general concerns and due diligence issues raised by the SEC Bulletin in Initial Coin Offerings of June 25, 2017. (See https://www.sec.gov/oiea/investor-alerts-and-bulletins/ib_coinofferings).

The tokens have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold in the United States or to or for the benefit of US persons (as defined in Regulation S under the Securities Act) unless they are so registered, or an exemption from the registration requirements of the Securities Act is available.

The tokens offered for sale are deemed to be a utility and will be used to purchase services on the Website. One such exemption allows the resale of tokens purchased for their own account and for investment purposes only by investors who (i) are not otherwise affiliated with the Company, (ii) have been exposed for some time to the economic risks that ownership of tokens entails, and (iii) are not part of the distribution of the tokens.

11. ANTI-MONEY LAUNDERING & ANTI-ABUSE

- I. Neither the Company, any of its subsidiaries, nor any director, officer, agent, employee consultant of or other Person associated with or acting on behalf of the Company has made, authorized, offered or promised to make any payment or transfer of anything of value, directly, indirectly or through a third party, to any government or regulatory official (domestic or foreign), employee or other representative (including employees of a government owned or controlled entity or public international organization and including any political party or candidate for public office), in violation of any law in any jurisdiction to which such Person is subject. For the purposes of this Section 11, the acts specified include, but are not

limited to, (x) the making or payment of any illegal contributions, commissions, fees, gifts, entertainment, travel or other unlawful expenses relating to political or regulatory activity, (y) the direct or indirect payment, gift, offer, promise or authorization to make a payment, gift, offer or promise of, anything of material value to any government representative or regulator (domestic or foreign) and (z) the making of any bribe, illegal payoff, influence payment, kickback or other unlawful payment, using funds of the Company, any of its subsidiaries or otherwise on behalf of the Company, any of its subsidiaries. The operations of the Company, its subsidiaries are and have been conducted at all times in material compliance with all applicable financial record keeping and reporting requirements and the applicable anti-money laundering statutes of jurisdictions where each of the Company, its subsidiaries and the Seller conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Anti-Money Laundering Laws”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, or its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

- II. Company has zero tolerance towards use of its Services for any illegal purpose. Any such abuse by any User/Buyer shall result in immediate termination of the account and reporting of such activities to concerned regulatory and statutory authorities.
- III. Company shall not allow the Services and any future platforms that it might support, to be used for any illegal purpose including for money laundering or the funding of terrorism or any other criminal activities.
- IV. Company shall report all suspicious activities to the concerned authorities to ensure initiation of investigation and prosecution. Users are therefore strongly cautioned against misuse of the Services in any manner for illegal activities.
- V. Company reserves the right to decline or discontinue, as the case may be, any account, at its discretion, with present as well as prospective Users at all times. In the event of any suspicious activity being disclosed or a User is suspected of abusing the Services or platform, Company shall have the right but not the obligation to

suspend or terminate any account of a User, until a reasonable and satisfactory explanation with supporting documents is provided.

- VI. Where applicable, intimation of such suspension or termination shall be duly sent to the User and the accumulated monies or Tokens in the account of such User shall be duly secured and shall accrue in favor of such User, unless otherwise appropriated by Company towards dues owed to Company or is retained pending confirmation from a regulatory or statutory authority or in compliance with an order from a Government Authority or Court. Amounts lying in the accounts of Users suspected of illegal activities or of abusing the platform shall however not be released in favor of such User until the requisite documents and explanations, as set out above are furnished or upon receipt of an order permitting the same from an appropriate Court or Government authority.

12. SUSPICIOUS TRANSACTIONS

- I. Users are hereby duly cautioned against use of the Services for illegal activities. Any such use or attempt to use the Services for illegal activities shall be tantamount to abuse of the terms of this Agreement, which would result in immediate termination of this agreement without notice and appropriation of the amounts lying in the User account.

13. USER GUIDELINES

- I. Users shall ensure strict compliance with the following user guidelines set out hereunder ("User Guidelines"):
 - a) Users shall ensure that they provide current, accurate, and complete information for opening the account with Company and shall ensure that the same is updated immediately upon change of circumstances and also when prompted by Company to update the same;

- b) User shall not divulge their account details to third parties. Users shall be solely responsible for ensuring the confidentiality and protection of the data pertaining to their account.
- c) Users shall not share their account passwords with third parties;
- d) Users shall not allow third parties to use their account. Each account is intended for the use of a single user.
- e) Similarly, User shall only use the account allotted to the User and shall not use third party accounts. A single User shall have only one account and shall not open or maintain multiple accounts;
- f) User shall not directly or through others gain illegal access to any account of the members on the Website including their own. Failure to follow the procedures set out for accessing one's own account shall amount to a violation of these terms;
- g) Users shall be fully responsible for all activities that occur under the User's Account, irrespective of whether the User claims personal knowledge of the same or otherwise;
- h) Users shall utilize the Services only for the personal purposes and not for commercial purposes.
- i) Users shall use their account on the Website only for legal purposes and shall not use any part of the Services, for or in connection with or to perpetuate or commit any actions, which amount to a violation of any law, statute, ordinance or regulation. Users shall be solely liable for any such illegal activities that they undertake and the consequences arising therefrom including those initiated by Company, as more fully set out hereunder;
- j) Without prejudice to the generality of the above, Users shall not use the Services for any illegal purpose including but not limited to money laundering, terrorism or to fund any illegal act. Users shall also not use or avail the Services for converting illegal or wrongful gains including those from criminal activities;
- k) Users shall not use circumvention or obfuscating technologies to mask their IP addresses or to hide transaction details;

- l) Users shall not create or circulate any technologies which violate or which would facilitate other users to violate the terms hereof including for masking IP addresses or to obfuscate transaction details;
- m) Users shall ensure that true and correct details are furnished to Company including the personal details; transactional details and such or other Clarifications the company may require during the subsistence of this agreement;
- n) Users shall not misrepresent, misinform or misguide Company in any manner. Users are hereby duly informed that Company shall share all details with regulatory or legal authorities and the User shall be solely responsible for the correctness of the contents provided or for legal action for false or incorrect information furnished;
- o) Users shall avail the Services only for legal purposes and shall not use the same for any illegal or criminal activities or in connection therewith or in association thereof.
- p) User shall ensure that the source of the monies used for purchase tokens is through legal means and shall also ensure that all transactions on the account are for legal purposes. Company cannot authenticate or verify the details of token transactions through transfer to the account and failure to ensure legality of such transactions shall make the User solely liable for legal action;
- q) Users agree that Company does not entertain Refund and Cancellation of payments in any circumstances.

II. MISUSE OF THE WEBSITE

- i. You may not use the site for any of the following purposes:
 - a) Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
 - b) Transmitting material that encourages conduct that constitutes a criminal offense, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
 - c) Interfering with any other person's use or enjoyment of the Site.

- d) Breaching any applicable laws.
- e) Interfering or disrupting networks or web sites connected to the Site.
- f) Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- g) Without limiting other remedies, Company may, in our sole discretion, limit, suspend, or terminate the Services and user accounts, prohibit access to our sites, services, applications, and tools, and their content, delay or remove hosted content, and take technical and legal steps to keep users from using our sites, services, applications, or tools, if Company thinks that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies. Company also reserves the right to cancel unconfirmed accounts or accounts that have been inactive for 3 months, or to modify or discontinue our site, services.

14. REPRESENTATIONS AND WARRANTIES

By transferring Ether and/or Bitcoin to the smart contract system to purchase Tokens from Company, you represent and warrant the following:

- a) You have read and understand this Agreement (including all Exhibits).
- b) You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens like Bitcoin and Ether, token storage mechanisms (such as your account), Blockchain technology and Blockchain-based software systems to understand the terms of this Agreement and to appreciate the risks and implications of purchasing Tokens.
- c) You have carefully reviewed the code of the smart contract system located on the Ethereum Blockchain and fully understand and accept the functions implemented therein.
- d) You have obtained sufficient information about Tokens to make an informed decision to purchase Tokens.
- e) You understand the restrictions and risks associated with the creation of Tokens by the smart contract system as set forth herein, and acknowledge and assume all such risks.

- f) You understand, acknowledge and assume the risks associated with the purchase, holding and use of Tokens in connection with the Platform.
- g) You understand that Tokens confer only the right to access and use the Platform and confer no other rights of any form with respect to the Platform or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- h) Your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing the tokens, using the tokens, and entering into contracts with Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained.
- i) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens.
- j) If you are purchasing Tokens on behalf of any entity, you are authorized to accept this Agreement on such entity's behalf and that such entity will be responsible for breach of the provisions of this Agreement by you or any other employee or agent of such entity.
- k) You are not:
- affiliated with or represent entities, registered on the territory of the USA, South Korea, North Korea and Iran;
 - US Persons as defined in Regulation S under Securities Act;
 - a geographic area in which access to or use of the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act;
 - a citizen or resident of, or located in, a geographic area that is subject to any sovereign country sanctions or embargoes, or
 - an individual, or an individual employed by or associated with an entity, identified on any denied persons or entity lists, specially designated nationals or blocked persons lists, or the debarred parties' lists.

If you are registering to purchase Tokens on behalf of another person, or legal entity, you further represent and warrant that

- such person is not one of the US Persons as defined under Regulation S under Securities Act;
 - not from South Korea, North Korea and Iran,
 - if legal entity, such entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and
 - you are duly authorized by such person, or legal entity, to act on its behalf.
- l) You understand and acknowledge that title to, and risk of loss of Tokens, you purchase from the Company and receive from the smart contract system passes from the Company to you in Seychelles.
- m) You agree to comply with and abide to all applicable to the purchase of the Tokens local laws and regulations of the country, you are the resident of. The Company shall not be held liable for any legal or monetary consequence arising from your violating any local laws or regulations related to your purchase of the Tokens.

15. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens, and using Tokens in connection with the Services and Platform.

- a) You should peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated in this Agreement, the Whitepaper, the Website or elsewhere before deciding to participate in the ICO. Participating in the ICO will be deemed as you having accepted all the risks outlined in this Agreement.
- b) MOS Coin price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in MOS Coin value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. COMPANY cannot and does not guarantee any market liquidity for MOS Coin. Additionally, due to different regulatory requirements in different jurisdictions, the liquidity of MOS Coin may be markedly different in different jurisdictions.

- c) While some of cryptographic tokens or cryptocurrencies may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive COMPANY of sufficient resources to continue to operate.
- d) Cryptocurrencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. COMPANY may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with COMPANY, as well as be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of COMPANY to further conduct business. The development, marketing, promotion or otherwise of COMPANY may be seriously affected, hindered or terminated as a result.
- e) Advances in cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all cryptocurrencies, including MOS Coin. This could result in the theft, loss, disappearance, destruction or devaluation of MOS Coin. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit COMPANY accurately guide the development of MOS Coin to consider such unforeseeable changes in the domains of cryptography or security.
- f) COMPANY cannot guarantee the software used by COMPANY to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of MOS Coin and consequently bring adverse impact on the value of MOS Coin.
- g) The Ethereum source code and the software used by COMPANY could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody can foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects MOS Coin's operation or market value.
- h) The blockchain rests on open-source software. Regardless of COMPANY's effort to keep the blockchain secure, anyone may intentionally or unintentionally introduce

weaknesses or bugs into the core infrastructural elements of COMPANY. This could consequently result in the loss of MOS Coin held by you.

- i) The loss or destruction of a private key required to access MOS Coin may be irreversible. You are required to safeguard the private keys relating to your own MOS Coin wallets. To the extent such private key is lost, destroyed or otherwise compromised, neither COMPANY, nor anyone else will be able to access the related MOS Coin.
- j) MOS Coin is not a currency issued by any individual, entity, central bank or national, supranational or quasi-national organization. The circulation and trading of MOS Coin on the market depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any MOS Coin from any user or MOS Coin holder. Nor does anyone guarantee the liquidity or market price of MOS Coin to any extent. COMPANY has no control over market price or liquidity of MOS Coin once MOS Coin start to trade in the open market.
- k) It is possible that COMPANY's product and services or MOS Coin will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of COMPANY's business.
- l) MOS Lottery, as developed, may not meet your expectations. You acknowledge that MOS Lottery may undergo significant changes before release. You also acknowledge that any expectations regarding the form and functionality of MOS Lottery held by you may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of MOS Lottery. Furthermore, you acknowledge that MOS Lottery project may never be fully completed or released.
- m) You understand and accept that hackers or other groups or organizations may attempt to steal MOS Coin or otherwise interrupt or cease COMPANY's business or usage of MOS Coin.
- n) Except for historical information, there may be matters in this Agreement, the Website, the Whitepaper or elsewhere that are forward-looking statements. Such statements are only predictions and are subject to inherent risks and uncertainty. Forward-looking statements, which are based on assumptions and estimates and describe COMPANY's

future plans, strategies, and expectations are generally identifiable by the use of the words 'anticipate', 'will', 'believe', 'estimate', 'plan', 'expect', 'intend', 'seek', or similar expressions. You are cautioned not to place undue reliance on forward-looking statements. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties both general and specific that contribute to the possibility those predictions, forecasts, projections and other forward-looking statements will not occur. Those risks and uncertainties include actors and risks specific to the industry in which COMPANY operates as well as general economic conditions and prevailing exchange rates and interest rates. Actual performance or events may be materially different from those expressed or implied in those statements. All forward-looking statements attributable to COMPANY or persons acting on behalf of COMPANY are expressly qualified in their entirety by the cautionary statements in this section. Except as expressly required by the applicable law, COMPANY undertakes no obligation to publicly update or revise any forward-looking statements provided in this publication whether as a result of new information, future events or otherwise, or the risks affecting this information.

- o) None of COMPANY, its officers or any person named in this Agreement, the Website, the Whitepaper or elsewhere with their consent, or any person involved in the preparation of this Agreement, the Website or the Whitepaper, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law.
- p) The Internet industry is comprised of a number of participants and is subject to rapid change and competition COMPANY faces from other organizations, some of which may have greater financial, technical and marketing resources. Increased competition could result in underutilization of employees, reduced operating margins and loss of market share, especially COMPANY's first mover status. Any of these occurrences could adversely affect the COMPANY's business, operating results and financial condition. The possibility remains that the fundamental business model may not achieve any traction due to an existing or new entrant offering a similar solution or that the general public do not see it as part of their future. The targets and business valuation inherent in the Website, the Whitepaper or elsewhere are based on COMPANY's management personal experience, contacts and feedback from the market. There can be no

assurance that these reflect the actual reality of the opportunity or that will be able to compete successfully against current or future competitors. You are encouraged to seek professional advice when assessing the understanding of COMPANY's business model metrics and projected returns and values as presented by directors in this Agreement, the Website, the Whitepaper or elsewhere.

- q) You acknowledge and agree that in no event shall COMPANY be liable or responsible for any loss in any way arising out of your participation in the ICO, receiving and holding MOS Coin, or use of the Website and COMPANY is hereby released by you from liability for any and all such loss.

By purchasing tokens, you expressly acknowledge and assume these risks.

16. SECURITY

You are responsible for implementing reasonable measures for securing the account you use to receive and hold Tokens you purchase from Company, including any requisite private key(s) or passwords or other credentials necessary to access such storage mechanism(s). If your private key(s) or passwords or other access credentials are lost, you may lose access to your Tokens. Company is not responsible for any such losses.

17. PERSONAL INFORMATION

Company may determine, in our sole discretion, that it is necessary to obtain certain information about you, including but not limited to instances where Company must obtain certain information in order to comply with applicable law or regulation in connection to the token sale.

18. TAXES

The purchase price that you pay for Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for

example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.

19. LIMITATION OF LIABILITY

- I. The Company shall be responsible and liable only for (1) correct functioning of the Platform and (2) maintenance of the correct operation of the smart contracts system, which autonomously conducts processes of providing Crowd funders with Tokens and distributing of the respective bonuses.
- II. Company and its affiliates and their respective officers, employees or agents will not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this website and its products), even if the Company has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of the Website and/or Company's products or another linked website.
- III. Due to the Company's products being offered on the internet (meaning both the World Wide Web and the Ethereum Blockchain) the Company understands that there is a possibility that there might be a certain flow of the Tokens into the USA, South Korea, North Korea and Iran or to the citizens or residents of the mentioned countries. If you are the citizen or resident of these countries, regardless of your precise location, you are restricted in buying tokens and if you buy them you do it at your own risk and under no circumstances shall company hold responsibility for such purchase of tokens.
- IV. Further, neither Company nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the Tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you

in connection with this agreement or your use of or access to the Tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any Token.

- V. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless 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 Tokens, (ii) your responsibilities or obligations under this Agreement, (iii) your violation of this Agreement, or (iv) your violation of any rights of any other person or entity.
- VI. You will defend, indemnify, and hold harmless Company, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of Tokens contrary to the terms of this Agreement. If Company or its affiliates are obliged to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse Company for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.
- VII. You expressly agree that by entering into this User Agreement and by purchasing the tokens sold by Company, you are aware about the mechanics and nature of the crypto currency and crypto assets and are aware about the various risks associated with the same. In case you suffer, any loss or you violate any specific law about the same then you shall be solely responsible for the same and shall not hold Company liable for any loss incurred by you. You agree that the Company has already made you aware about the various risk factors associated with your purchase of the crypto currency and assets. Your purchase of the same signifies that you are aware about all the mechanics, nature and risks associated with crypto currency and assets and you are purchasing the same at your

sole discretion and after exercising due diligence. You shall indemnify Company of any legal claim, suits, costs, etc. made against Company by you or anyone associated with you if such claim is made as a result of any loss suffered by you because of the purchase of the tokens being sold by us.

- VIII. The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Company may make improvements and/or changes in the Website at any time. Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Tokens, the Website, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, Tokens, the Website, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Company hereby disclaims all warranties and conditions with regard to the Tokens, the Website, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

20. DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY COMPANY, (A) TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN TOKENS, IF SUCH ARE FOUND, WILL BE CORRECTED; AND (C) COMPANY CANNOT AND DO NOT REPRESENT OR WARRANT THAT TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY WILL DO OUR BEST TO TAKE ALL THE POSSIBLE MEASURES TO AVOID ANY TOKEN ERRORS AND IMPROVE THEM IF ANY OF

THEM WERE DETECTED. TO INFORM COMPANY ABOUT ERRORS, PLEASE CONTACT COMPANY BY EMAIL AT SUPPORT@MOSCOIN.IO.

21. FORCE MAJEURE

- I. The Services are offered only on the digital domain, which is subject to risks including offensive attacks. Company shall not be liable for any loss, harm or damage caused to the User's account or the monies or Tokens accrued therein if the same arises due to Force Majeure including commissions or omissions by third parties, forces of nature, offensive attacks on our servers or on the personal devices of the users or any loss caused by conditions or events beyond our reasonable control.
- II. The above limitation on liability includes any Force Majeure event set out hereunder including acts of god; fire, act of terrorists, act of civil or military authorities, civil disturbance, war, strike or other labor dispute, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control;
- III. Offensive attacks including virus attack, hacking, denial of service attack or theft of the personal devices of the User resulting in loss or damage of the account. The validity and enforceability of any remaining provisions shall not be affected by any such condition.
- IV. Company shall not be liable for any harm, loss or damage caused to User due to a data breach of confidential information of the User, including of the User account details or User password, including when such breach has occurred due to the User sharing the details with third parties or the User's failure to follow due diligence. Company shall also not be responsible for disclosure by User of account details including by falling prey by way of a phishing attack.
- V. "Force Majeure" shall mean and include any cause arising from or attributable to acts, or events, beyond our reasonable control, including natural calamity, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity, attacks including through

computer viruses, hacking, denial of service attacks, ransomware or other manmade disruptions or any law, order enactment, statutory direction, legislation, regulation, rule or ruling of government or any court of law or of a Government or regulatory authority.

22. INDEMNITY

- I. User shall indemnify the Company, its representatives, Affiliates and their respective directors, officers, shareholders, representatives and assigns (the "Indemnified Parties") and hold harmless the Indemnified Parties against and in respect of any and all claims, losses, damages, expenses, costs or other liabilities (including attorney's fees) incurred or suffered by the Indemnified Parties in any manner from or due to any failure or default by the User, to duly perform its obligations under this Agreement and the terms contained herein or due to any material breach by User of the User Guidelines or due to any misrepresentation under this Agreement or in compliance of its terms.
- II. Company shall indemnify User and hold harmless against and in respect of claims, losses, damages, expenses, costs or other liabilities (including attorney's fees) incurred or suffered by the User solely due to any proven willful and malicious act or default by Company. This indemnity is subject to the representations and warranties set out herein above i.e., Company shall not be liable for any claim, action, loss, damage, expenses, costs or other liabilities including attorney's fees arising out of risks or consequences set out in the representations and warranties herein or for actions initiated by Company against User for suspension, cancellation or termination of the account for any reason. Liability of the Company in any event shall be limited to the amounts actually received from the User as consideration. User shall be required to submit proof thereof for substantiating the claim.
- III. These provisions shall survive the expiration or termination of this Agreement.

23. INTELLECTUAL PROPERTY RIGHTS

- I. Company retains all rights, titles and interests in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- II. In particular, Company retains all intellectual property rights, mostly, but not limited, to copyright, over the source code forming Tokens. These terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in this Agreement.
- III. You are being granted a non-exclusive, non-transferable, revocable license to access and use the Platform. Limitation to the transferability of license shall not be understood in a way that the users are not allowed to transfer Tokens to third parties.
- IV. You shall use the Website, the Platform and the Tokens strictly in accordance with the provisions of this Agreement and the respective documents. As a condition of your use of the Website, the Platform and Tokens you warrant to the Company that you will not use the Website, the Platform and Tokens for any purpose that is unlawful or prohibited by the provisions of this Agreement. You may not use the Tokens in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website and the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website, the Platform and/or Tokens and/or other services provided thereto.
- V. All content included on the website, including the Tokens, the Platform, and associated products and services, such as, but not limited to, text, graphics, logos, images, source code, as well as the compilation thereof, and any software used on the website is the property of the Company and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- VI. The website, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which

appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under the Company) or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to Company or third-party suppliers. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of the Website. You cannot modify, distribute or re-post anything on this website for any purpose.

- VII. The names and logos and all related product and service and our slogans are the trademarks or service marks of Company. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on the Website. Access to this Site does not authorize anyone to use any name, logo or mark in any manner.
- VIII. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of our website or its suppliers and protected by laws of Estonia. The Contents and software on this Site may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Site is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by our website, one of its affiliates or by third parties who have licensed their materials to Company and are protected by laws of Seychelles. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Site is the exclusive property of the website and is also protected by laws of Seychelles. .
- VII. If you learn of any unlawful material or activity on the Website, or any material or activity that breaches this notice, please inform us. Company respects the intellectual property

rights of others and expect users of the Services to do the same. Company will respond to notices of alleged copyright infringement that comply with applicable law and are promptly and properly provided to us. If you have a reason to believe that Your Content has been copied in a way that constitutes copyright infringement, please provide Company with the following information:

- a. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- b. identification of the copyrighted work claimed to have been infringed;
- c. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Your contact information, including your address, telephone number and an email address;
- e. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. a statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.

VIII. Company has the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Company will also terminate a user's account if Company determines that the user is a repeat infringer.

IX. Notices regarding the website should be sent to: support@moscoin.io

24. TERMINATION:

- I. Company may, at any time and without notice, suspend, cancel, or terminate your right to use the website (or any portion of the website). In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the website affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect

to material downloaded from the website and the disclaimers and limitations of liabilities set forth in the Agreement, shall survive.

- II. Without limiting the foregoing, Company may close, suspend or limit your access to our website:
 - if Company determines that you have breached, or are acting in breach of, this Agreement;
 - if Company determines that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;
 - if Company determines that you have engaged, or are engaging, in fraudulent, or illegal activities;
 - to manage any risk of loss to Company, a User, or any other person; or
 - For other similar reasons.
- III. In case of the Breach of Agreement, Company has the right to block your access to the account and Company may hold you liable for an amount of which Company has suffered losses/damages (but not less than the amount of your payment for purchase of Tokens hereunder).

25. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- I. This User Agreement shall be construed in accordance with the Seychelles Law.
- II. DISPUTE RESOLUTION, BINDING ARBITRATION
 - a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party 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 Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to this Agreement resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration. All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International

Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Any arbitration will occur in Seychelles .

- b) No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to this Agreement is personal to you and 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 attempt 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.
- c) Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at support@moscoin.io. Notice to you shall be sent by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding.
- d) The language of the Arbitration court shall be English.

26. FEEDBACK

Company will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding the Platform or the Services that you provide, whether by email, posting through the Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of Company. Company will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send Company Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but Company may have already had the same or a similar

idea and Company does not want disputes. Company also has the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. Company has the right to remove any posting you make on the Website if, in its opinion, your post does not comply with the content standards set out in this section.

27. LINKS TO OTHER WEBSITES

Links to third party Websites on this site are provided solely as a convenience to you. If you use these links, a new browser will be lodged to access linked Websites. Company has not reviewed these third-party Websites and does not control and is not responsible for any of these Websites or their content. Company does not endorse or make any representations about them, or any information, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party Websites linked to this site, you do this entirely at your own risks.

28. NO WAIVER IMPLIED

The failure of Company to enforce at any time any of the provisions of these of Agreement, or the failure to require at any time performance by you of any of the provisions of these provisions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect our right to enforce each and every such provision thereafter. The express waiver by Company of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

29. SEVERABILITY

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

30. ASSIGNMENT

- I. You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.
- II. Company may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

31. NOTICES

- I. Any notices must be given by email to Company at the below mentioned address:
support@moscoin.io
- II. In your case, Company will send you any notice at your provided email address (either during the registration process or when your email address changes). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Company may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us. In such case, notice shall be deemed given three days after the date of mailing.

32. DIGITAL SIGNATURE:

- I. By using the Services, you are deemed to have executed this Agreement electronically, effective on the date you register your Account and start using the Services. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
- II. In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the

website, you give Company permission to provide these records to you electronically instead of in paper form.

- III. By registering for an Account, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that Company would otherwise be required to provide to you in paper form. However, Company reserves the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, Company will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after Company has a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by Company to you before the withdrawal of your consent becomes effective.
- IV. In order to ensure that Company is able to provide records and notices to you electronically, you must notify Company of any change in your email address by updating your Account information on the website or by contacting Customer Support.

33. ENTIRE AGREEMENT

These Terms collectively represent the entire agreement and understanding between you and Company and supersede any other agreement or understanding (written, oral or implied) that you and Company may have had. Any statement, inducement, promise, covenant or condition not expressly found either in these Terms shall be deemed as void.

UPDATED: 1st March 2018

