



CrowdWiz
GENERAL TERMS AND CONDITIONS
for users acquiring WIZ tokens

October 2017

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CROWDWIZ CRYPTOGRAPHIC TOKENS ARE AVAILABLE TO USERS IN EXCHANGE FOR CERTAIN OTHER CRYPTOGRAPHIC TOKENS AND FIAT CURRENCY.

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1. TERMS

1.1 The following terms shall have for the purposes of these General terms and conditions the following meanings.

- (a) **“Auditors”** shall have the meaning, set out in paragraph 3.6.
- (b) **“BTC”** or **“Bitcoin”** shall mean the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.
- (c) **“CrowdWiz”** or **“We”** means CrowdWiz Ltd., a for-profit company incorporated in Estonia for indefinite time in accordance with the laws of Estonia, for the purpose of developing CrowdWiz Ecosystem and its products.
- (d) **“CrowdWiz IP”** shall have the meaning, set out in paragraph 13.1.
- (e) **“Digital Asset”** are tokens, available in particular public blockchain network, in this case Ether and Bitcoin.

- (f) **“ETH”** or **“Ether”** shall mean value token of the Ethereum blockchain called “ether”.
- (g) **“Ethereum”** shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- (h) **“European Economic Area”** or **“EEA”** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- (i) **“Hard Cap”** shall have the meaning, set out in paragraph 5.2.
- (j) **“Project”** shall have the meaning, set out in section 3.
- (k) **“Restricted Areas”** shall have the meaning, set out in 7.1.
- (l) **“Terms”** means these General Terms and Conditions.
- (m) **“Third-party Wallet”** is a solution, enabling users to store their Digital Assets and WIZs.
- (n) **“Total WIZ Number”** shall have the meaning, set out in paragraph 5.2.
- (o) **“VAT”** means value added tax of relevant jurisdiction, if applicable.
- (p) **“Website”** shall mean <https://www.crowdwiz.io>.
- (q) **“WizEcosystem”** or **“Ecosystem”** means Ethereum blockchain and cryptographic token WIZ based CrowdWiz decentralized investment ecosystem, which inter alia includes such products as WizFund platform, WizStore, WizInvestment, WizExchange, WizVote and WizTrader.
- (r) **“WIZ”** means CrowdWiz Token.

2. ABOUT CROWDWIZ

- 2.1 CrowdWiz Ltd is a for-profit company (OÜ), established under the laws of Estonia, with its seat in Tallinn, Estonia. The founder and the board member of CrowdWiz Ltd is Michael Golod, who is a co-founder and CEO of the CrowdWiz Project.
- 2.2 CrowdWiz is a special purpose organization, incorporated for indefinite time for the purposes of developing the Project, as defined herein, and providing service and operational support for the Project.
- 2.3 CrowdWiz uses all of its funds and revenues for the development and running of the Project. CrowdWiz may to its best knowledge and diligence allocate funds, received through distribution as set out in section 5, for the purposes of CrowdWiz, mainly development of the Project and operating

costs of CrowdWiz. CrowdWiz may engage subcontractors to partially or entirely develop, execute and deploy the Project.

- 2.4 Users understand that by acquiring WIZ tokens they have no right or interested in CrowdWiz and its governance.
- 2.5 CrowdWiz reserves its right to nominate more board members or directors should it establish that would be beneficial to CrowdWiz and the Project.

3. THE PROJECT

- 3.1 CrowdWiz has been established for the development, managing and running of the CrowdWiz Ecosystem and its products. At the time of drafting and publishing of these Terms, CrowdWiz has already developed a product demonstration and an alpha version has already been published. It is understood that all features, set out herein, have not yet been developed and will at first not be available to WIZ holders.
- 3.2 CrowdWiz offers a number of products, which are published on the Website. CrowdWiz products can be changed and altered from time to time, and these Terms should apply to all of them, unless it is stated otherwise in these Terms, on the Website or in the documentation, accompanying particular product. These Terms apply also to CrowdWiz products, offered, launched or made public after publication of these Terms.
- 3.3 CrowdWiz Ecosystem is developed and run on public Ethereum network.
- 3.4 CrowdWiz Ecosystem's main products will be WizFund platform, WizStore, WizInvestment, WizExchange, WizVote, WizTrader, and possibly various others, all accessible through the Website.
- 3.5 Users understand and accept that the Project is currently in development phase and that still requires substantial development works. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the CrowdWiz platform, user understands and accepts that an upgrade of CrowdWiz platform and/or WIZ tokens may be required and that, if User decides not to participate in such upgrade, he may no longer use his WIZs and that non-upgraded WIZs may lose their functionality in full.
- 3.6 WIZ source code has been audited by abdk.consulting - <https://www.abdk.consulting/> ("Auditors"), which have been chosen and appointed by CrowdWiz as independent advisors and instructed to verify the source code and identify any security risks. The Auditors have confirmed that to the best of their knowledge WIZ source code has been diligently drafted and no material weaknesses or security risks have been identified.

4. WIZ STRUCTURE AND PERTAINING HOLDERS' RIGHTS

- 4.1 WIZ will be ERC20 compatible Ethereum token.
- 4.2 The WIZ token is at the core of the CrowdWiz Ecosystem, and is the main value driver that will enable all primary activities and transactions on the platform, namely:
- (a) The WIZ token is fully integrated in the CrowdWiz Ecosystem and the participation in all components of the Ecosystem will be done exclusively with WIZ tokens.
 - (b) WIZ token holders can propose their own investment suggestions in the WizFund and vote on propositions made by other participants.
 - (c) WIZ token holders can create their own crowds, raise capital for their specific investment funds and issue designated crowd tokens for their crowd on the Ecosystem's exchange (WizExchange).
 - (d) WIZ token holders can participate and invest in these crowds as follows - investors will transfer their WIZ tokens in the crowd and receive in exchange the designated crowd token. If the selected crowd's capital raise is successful, investors will utilize the crowd's token and start managing the newly formed crowd fund. If the crowd does not raise the required capital, all WIZ tokens will be returned to investors. All crowd tokens will be listed on the Ecosystem's exchange where investors can trade them.
 - (e) WIZ token holders can participate in the decisions making process of which crypto assets should be added next in the CrowdWiz Ecosystem.
- 4.3 WIZ token smart contract address will be published in due time prior to WIZ distribution.
- 4.4 WIZ carries no rights, express or implied, other than those, set out herein, if CrowdWiz successfully completes and deploys the CrowdWiz. In particular, WIZ holders shall not have any influence in the governance of CrowdWiz, and WIZ do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to CrowdWiz.
- 4.5 WIZ tokens are designed to be exchangeable on cryptographic token exchanges. Although our goal is to list WIZ tokens on all major exchanges, CrowdWiz cannot give such warranties, but undertakes on best effort basis to do everything that is reasonable possible and within the powers of

CrowdWiz to enable exchange of WIZ tokens on as many exchanges as possible.

5. CROWDWIZ TOKEN (WIZ) DISTRIBUTION

5.1 Contributions, given to CrowdWiz in exchange for WIZs shall be considered as financial contribution. Contribution can be only done in Digital Assets, in this case Ether and Bitcoin. Failure to follow the instructions on the Website may limit, delay, or prevent a user from donating. Users understand and accept that they make a contribution into a smart contract system on Ethereum and receive WIZs in exchange.

5.2 Token distribution is taken place on Website at <https://www.ico.crowdwiz.io>. The overall amount of offered WIZs is limited to the distribution's hard cap of \$20,000,000. In case the hard cap is not reached, the smart contract will cease issuing new tokens after 31st October 2017. A total number of WIZs issued will therefore only be known after the end of distribution in accordance with paragraphs 5.5(b) and 5.5(c) ("**Total WIZ Number**"). The distributed WIZ will represent the entirety of the available liquid token supply. The website will show amounts of WIZ tokens sold in real time (in USD equivalent), as well as the amount of ETH and BTC contributions.

5.3 CrowdWiz reserves a right to emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of CrowdWiz and shall only be used in limited situations, such as, but not limited to: i) serious security issue detected, ii) excessive number of WIZs sold threatening the network as a whole, iii) serious network performance issue, depriving all users of equal treatment, iv) any type of material attack on the WIZs, CrowdWiz Ecosystem or Ethereum network.

5.4 The funds raised from the WIZ distribution will be used exclusively for the development and running of the Project, as defined above.

5.5 Token distribution is conducted in three phases:

(a) **Private distribution**

For the purpose of covering early costs of the Project, such as, but not limited to costs of establishment of the CrowdWiz, public relations, marketing and legal advisory, CrowdWiz has offered up to 10 000 000 of WIZs to invited users.

(b) **1st stage of public distribution**

CrowdWiz shall through the Website offer a limited number of WIZs. The price of WIZ will be fixed in ETH throughout the distribution, set out discretionally by CrowdWiz and will be published on the Website before the distribution starts. The WIZ

token will be offered for the exchange rate of 1 WIZ per 1 USD dollar and the users get 20% token bonus. This stage is envisaged to start on **10th October 2017 (10:00 UTC) and lasts for 72 hours.**

(c) **2nd stage of public distribution**

2nd stage of public distribution shall be considered as continuation of the 1st stage of public distribution and shall be available through the Website. Within this stage, CrowdWiz shall offer a limited number of WIZs and their price will be fixed in ETH throughout the distribution, set out discretionally by CrowdWiz and will be published on the Website before the distribution starts. This stage is envisaged to start shortly after the end of 1st stage of public distribution, i.e. starts on **18th October 2017 (10:00 UTC) and ends on 31st October 2017 (23:59 UTC).**

5.6 CrowdWiz reserves a right to change the dates, set out in the previous paragraph 5.5 at any given time due to technical or organizational reasons, without any duty to provide explanation to the users or the public. Any such changes will be published on the Website.

5.7 There will be three stages in the token 2nd public distribution:

- (a) 1st day participants will receive +15% token bonus;
- (b) 2nd day participants will receive +10% token bonus;
- (c) 3rd day participants will receive +5% token bonus;
- (d) after the 3rd day of token distribution participants awarded no bonuses.

5.8 The transfer and vesting of the WIZs to their beneficiaries will be effected as follows:

- (a) The participants in Private distribution in accordance with paragraph 5.5(a), advisors and other early contributors will receive their WIZs prior to the start date of the Public Sale, set out in paragraph 5.5(b). Tokens will be transferred to Ethereum addresses, specified by each participant individually. 50% of WIZs, belonging to individual participant, will be unlocked in 30 days; and the second 50% of WIZs will be unlocked 60 days after the commencement of the Public Sale, set out in paragraph 5.5(b).
- (b) The participants in public distribution in accordance with paragraphs 5.5(b) and 5.5(c) will receive WIZs to the participants' Ethereum addresses automatically by the CrowdWiz Token Sale smart contract, controlled by CrowdWiz, but pertaining WIZs will become transferrable at the end of public distribution in accordance with paragraphs 5.5(b) and 5.5(c).

- (c) CrowdWiz and its team will receive their WIZs after the end date of the public sale, set out in paragraph 5.5(c) on uniform 12-24 month vesting schedule. Vested tokens will be retained and used to further expand the CrowdWiz Ecosystem at later stages of development schedule.
- 5.9 Logs of all WIZ purchases shall be publicly accessible on the Ethereum blockchain, which will be easily consulted using websites like etherscan.io or tools provided by CrowdWiz.
- 5.10 WIZ distribution will be executed through the Website. WIZ token distribution will be executed only via the Website. No third-party website or a different provider is not allowed and has not been in any way supported, endorsed or sanctioned by CrowdWiz and have no relationship in any way with CrowdWiz. The only official and authorized website and WIZ token distribution provider is the Website. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct. CrowdWiz may partner with third party service provider to enable easier acquisition of WIZs with digital assets other than Ether.
- 5.11 All contributions to CrowdWiz in exchange for WIZ tokens are final and non-refundable. By participating in the WIZ token distribution, you acknowledge that CrowdWiz is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund.
- 5.12 WIZs shall be distributed in the following manner:
 - (a) 65% of the Total WIZ Number shall be distributed in accordance with paragraphs 5.5(a), 5.5(b) and 5.5(c),
 - (b) 35% of the Total WIZ Number shall be distributed as follows:
 - (i) 15% of the Total WIZ Number to the CrowdWiz Founding team,
 - (ii) 10% of the Total WIZ Number to the CrowdWiz’s reserve,
 - (iii) 10% of the Total WIZ Number to further development of CrowdWiz.

Therefore, as stated above, 20% of the Total WIZ Number shall belong to CrowdWiz, and shall be used to further expand the CrowdWiz Ecosystem at later stages of development.

CrowdWiz reserves its right to discretionary change the ratio assigned in 5.12 (b).

6. RISKS

- 6.1 You understand that Digital Assets, WIZ, blockchain technology, Ethereum, Ether, Bitcoin and other associated and related technologies are new and untested and outside of CrowdWiz's exclusive control and adverse changes in market forces or the technology, broadly construed, will excuse CrowdWiz's performance under this agreement.
- 6.2 In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the WIZs and other relevant technologies mentioned herein.

(a) **Legal risks regarding securities regulations**

There is a risk that in some jurisdictions the WIZs and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future. CrowdWiz does not give warranties or guarantees that WIZ tokens are not a security in all jurisdictions. Each user of WIZ tokens shall bear its own legal or financial consequences of WIZ tokens being considered a security in their respective jurisdiction.

Every user is bound to check if acquisition and disposal of WIZ tokens is legal in its jurisdiction, and by accepting these Terms each user undertakes not to use WIZ tokens should their use not be legal in the relevant jurisdiction.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of CrowdWiz to provide WIZ tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that WIZ tokens are not legal in certain jurisdiction, CrowdWiz will either a) cease operations in that jurisdiction, or b) adjust WIZ tokens in a way to comply with the regulation should that be possible and viable.

(b) **Risks associated with Ethereum**

WIZ tokens are based on Ethereum. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the WIZ tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to WIZ tokens, and also other ways. More information about the Ethereum is available at <http://www.ethereum.org>

(c) **Risks associated with users' credentials**

Any third party that gains access to the user's login credentials for the Website, the platform or private keys may be able to dispose of the user's Digital Assets and WIZs. To minimize this risk, the purchaser should guard against unauthorized access to their electronic devices. CrowdWiz also provides advanced security techniques, such as two-factor authentication.

(d) **Risk of unfavorable regulatory action in one or more jurisdictions**

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchains and Digital Assets and WIZ tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like WIZ tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

(e) **Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of WIZ tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

(f) **Risk of security weaknesses in the Website, Ecosystem and WIZ tokens source code or any associated software and/or infrastructure**

There is a risk that the Website and WIZ tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of WIZ tokens.

(g) **Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, WIZ tokens, CrowdWiz Ecosystem, which could result in the theft or loss of WIZ tokens.

(h) **Risk of mining attacks**

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for the WIZ tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "*selfish-mining*" attacks, and race condition attacks. Any successful attacks present a risk to the WIZ tokens, expected proper execution and sequencing of WIZ tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of CrowdWiz and Ethereum Foundation, the risk of known or novel mining

attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the WIZ tokens interact with and consequently the WIZ tokens may be impacted also in that way to the extent, described above.

(i) **Risk of low or no liquidity**

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that WIZ tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and CrowdWiz does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. User may not at any given time be able to acquire or dispose of its WIZ tokens due to lack of liquidity.

(j) **Risk of loss of value**

Value of WIZ tokens may fluctuate and their users might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavorable fluctuations of the value of the WIZ tokens.

(k) **Risk of uninsured losses**

WIZ tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

(l) **Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the WIZ tokens are interacting with, malfunctions in an unfavorable way, including but not limited to one that results in the loss of WIZ tokens

(m) **Internet transmission risks**

You acknowledge that there are risks associated with using the Ecosystem and WIZ tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that CrowdWiz shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and WIZ tokens, howsoever caused.

(n) **Unanticipated risks**

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that CrowdWiz cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

(o) **Insufficient interest in CrowdWiz Ecosystem and WIZ tokens**

It is possible that CrowdWiz Ecosystem or WIZ 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 CrowdWiz Ecosystem.

(p) **WIZ, as developed, may not meet your expectations**

CrowdWiz is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the CrowdWiz and WIZ tokens may not be met upon release of new Website, deployment of CrowdWiz, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of WIZ.

(q) **CrowdWiz Ecosystem or any of its product may never be completed or released**

CrowdWiz (the Project), described in section 3, may never be released and operational, even though CrowdWiz will make reasonable efforts to complete and deploy it.

6.3 The WIZ tokens are provided “*as is*”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the WIZ tokens, including any warranty that the WIZ tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

7. **ELIGIBILITY**

7.1 The Website, CrowdWiz and WIZ tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in the following countries: i) the United States of America, ii) People's Republic of China (“**Restricted Areas**”).

- 7.2 Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website, CrowdWiz and WIZ tokens. None of the activities of CrowdWiz take place in the Restricted Areas.
- 7.3 CrowdWiz reserves its right to decide in its own discretion to adopt reasonable organizational and technical measures to assure that the Website and WIZ tokens are not available to persons from paragraph 7.1. Due to the WIZ tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) CrowdWiz and users understand that there is a possibility that there might be a certain “*flow back*” of WIZ tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. CrowdWiz consequently explicitly prohibits persons from paragraph 7.1. from using the WIZ tokens. CrowdWiz shall not be held liable for any legal or monetary consequence arising of such use. Such persons using WIZ tokens despite the prohibition shall on first request indemnify and hold harmless CrowdWiz from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 7.3. Any person, matching the criteria from paragraph 7.1., shall immediately stop using WIZ tokens and leave the Website.
- 7.4 If you are registering to use CrowdWiz on behalf of a legal entity, you represent and warrant that
- (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
 - (b) you are duly authorized by such legal entity to act on its behalf.
- 7.5 You further represent and warrant that you:
- (a) are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
 - (b) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
 - (c) are not located in, under the control of, or a national or resident of any Restricted Areas;
 - (d) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC); and
 - (e) will not use the WIZ tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms,

- (f) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software,
- (g) have carefully reviewed the content of this document and have understood and agreed with these Terms,
- (h) will contribute Ether (ETH) or Bitcoin (BTC) from a Wallet or Wallet service provider that technically supports the WIZ token,
- (i) you are not obtaining WIZ tokens for the purpose of speculative investment.

8. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

- 8.1 The WIZ tokens are unregulated. CrowdWiz is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes impact operations of WIZ tokens and CrowdWiz. CrowdWiz is not a financial institution and is currently not under supervision of any financial supervisory authority. CrowdWiz does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This WIZ token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.
- 8.2 This document or any other document, produced and signed by CrowdWiz, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 8.3 None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and CrowdWiz services and the Website are not, do not offer and shall not be construed as investment or financial products.
- 8.4 CrowdWiz undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

9. LIABILITY

- 9.1 CrowdWiz and its affiliates and their respective officers, employees or agents will in regard to the Website, CrowdWiz and WIZ tokens 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, CrowdWiz and WIZ tokens), even if CrowdWiz has been advised of the possibility of such damages or

losses, including, without limitation, from the use or attempted use of WIZ tokens, the Website or the CrowdWiz.

- 9.2 Further, neither we 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 to the Website, CrowdWiz or WIZ 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 to the Website, CrowdWiz and WIZ 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 to the Website, CrowdWiz and WIZ tokens.
- 9.3 You waive your right to demand the return of any cryptographic tokens you exchanged with us for the purpose of acquiring WIZ tokens, including, without limitation, a demand for specific performance.
- 9.4 You will defend, indemnify, and hold harmless us, 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 the Website, CrowdWiz and WIZ tokens contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us 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.
- 9.5 The information, software, products, and services included in or available through the Website and CrowdWiz may include inaccuracies or typographical errors. Changes are periodically added to the information herein. CrowdWiz and/or its suppliers may make improvements and/or changes in the Website and CrowdWiz at any time. CrowdWiz makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, CrowdWiz, WIZ tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, CrowdWiz and WIZ tokens, all such information, software, products, services and related graphics are provided "*as is*" without warranty or condition of any kind. CrowdWiz hereby disclaims all warranties and conditions with regard to the Website, CrowdWiz, WIZ

tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

- 9.6 You warrant to CrowdWiz that you will not use the Website, the CrowdWiz or the WIZ tokens for any purpose that is unlawful or prohibited by these Terms. You may not use CrowdWiz or WIZ tokens in any manner that could damage, disable, overburden, or impair CrowdWiz, WIZ tokens or the Website.

10. SECURITY

- 10.1 You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password and any other login or identifying credentials.

- 10.2 In case you suspect a security breach in any of the abovementioned, you will inform us immediately so we can take all required and possible measures to secure your account, the platform and systems as whole.

- 10.3 In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

11. PRIVACY

- 11.1 As a principle, CrowdWiz collects only what we need and will not share your personal information with any third parties other than our identity verification partner. Even within CrowdWiz, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. CrowdWiz is the only data controller and processor.

- 11.2 You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.

- 11.3 CrowdWiz reserves its right to request documentation, described in paragraph 11.1, prior to activating your account at any of CrowdWiz services, and any services, available through the Website. CrowdWiz may refuse you access to CrowdWiz services and Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.
- 11.4 CrowdWiz collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.
- 11.5 When you access the Website, or use our products or services we (or a service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 11.6 Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.
- 11.7 In principle we do not, but we may store and process your personal information on our servers in the EU, where our facilities or our service providers are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.

11.8 We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant anti-money laundering regulations and “*know your customer*” regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

11.9 We reserve our right to share your personal information with:

- (a) our banking partners (if you link a bank account, debit card, or credit card to your account);
- (b) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- (c) 3rd party identification services providers for fraud prevention purposes;
- (d) law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;
- (e) other third parties only with your prior consent or direction to do so.

CrowdWiz will not provide your personal information to any other CrowdWiz Ecosystem users without your consent or direction.

12. TAXES

12.1 All your factual and potential tax obligations are your concern and CrowdWiz is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

12.2 All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

13. INTELLECTUAL PROPERTY

13.1 We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, all of our brand names, graphics, user interface design, text, logos, images information and data ("*CrowdWiz IP*"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of the CrowdWiz IP for any reason, except with our express, prior, written consent.

13.2 In particular, we retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming the Ecosystem and WIZs. 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 these Terms.

13.3 You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website, the Ecosystem and the WIZs strictly in accordance with these Terms. As a condition of your use of the Website, the Ecosystem and the WIZs you warrant to CrowdWiz that you will not use the Website, the Ecosystem or the WIZs for any purpose that is unlawful or prohibited by these Terms. You may not use the WIZs or any other Digital Assets in any manner that could damage, disable, overburden, or impair the Website or the Ecosystem or interfere with any other party's use and enjoyment of the Website, the Ecosystem, WIZs or any other products offered thereto. 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 Ecosystem or WIZs or other services provided thereto. Limitation to the transferability of license shall not be understood in a way, that the users are not allowed to transfer WIZs and their Digital Assets to third parties.

- 13.4 All content included on the Website, the Ecosystem, including WIZs, 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 and the Ecosystem is the property of CrowdWiz 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.
- 13.5 You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the CrowdWiz IP, in whole or in part, found on the Website, the Ecosystem, within WIZs or associated products and services. CrowdWiz IP is not for resale. Your use of the CrowdWiz IP does not entitle you to make any unauthorized use of any CrowdWiz IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any CrowdWiz IP. You will use CrowdWiz IP solely for your personal use, and will make no other use of CrowdWiz IP without the express written permission of CrowdWiz and the copyright owner. You agree that you do not acquire any ownership rights in any CrowdWiz IP. We do not grant you any licenses, express or implied, to the intellectual property of CrowdWiz except as expressly authorized by these Terms.

14. ACCESS TO THE CROWDWIZ ECOSYSTEM

- 14.1 The Ecosystem and the Website are provided without warranty of any kind, either express or implied. We do not represent that the Website and the Ecosystem will be available 100% of the time to meet your needs. In case of interruptions we take all reasonable actions to provide you with access to the Ecosystem as soon as possible, but there are no guarantees that Access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.
- 14.2 We may suspend use of the Website and the Ecosystem for maintenance. CrowdWiz reserves the right, in its sole discretion, to terminate your Access to the Website, the Ecosystem and its related services or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering and know your client regulation and procedures, or any other relevant applicable regulation.

15. NOTICES

- 15.1 We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the Website

will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

- 15.2 To give us notice under this Agreement, you must contact us by email to **legal@crowdwiz.io**. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.
- 15.3 All communications and notices to be made or given pursuant to this Agreement must be in the English language.

16. MISCELLANEOUS

- 16.1 Materials, such as Whitepaper, Development Road Map and others, published in the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these Terms, and are of descriptive nature only.
- 16.2 We do not permit individuals under the age of 18 to register with our Website and use our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to our Website and products.
- 16.3 We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.
- 16.4 We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.

- 16.5 These Terms do not create any third-party beneficiary rights in any individual or entity.
- 16.6 You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 16.7 The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 16.8 Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 16.9 All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website, CrowdWiz and WIZ tokens shall be finally settled under the Rules of Arbitration of the Arbitration Court of the Republic of Estonia Chamber of Commerce and Industry by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.
- 16.10 Prior to filing any claims in accordance with paragraph 16.9, you undertake to file such claim or request directly to CrowdWiz via e-mail at address **legal@crowdwiz.io**. You agree that you will not file any claims in accordance with paragraph 16.10 earlier than 30 days after sending such claim or request to CrowdWiz in accordance with this paragraph 16.10. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 16.10, shall be rejected immediately by the tribunal as premature.
- 16.11 These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, The CrowdWiz and WIZ tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically

object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

16.12 These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact CrowdWiz via e-mail and immediately navigate away from the Website and cease using CrowdWiz.