

**COLDFALL BLOCKCHAIN ECOSYSTEM PLATFORM  
UTILITY TOKEN PURCHASE, INITIAL COIN OFFERING, WHITEPAPER AND WEBSITE USAGE  
TERMS AND CONDITIONS**

**Dated: 30 November 2019**

**NOTICE TO PURCHASERS AND USERS**

The following Terms and Conditions (“T&Cs”), together with the Coldfall Blockchain Ecosystem Platform Whitepaper (the “**Whitepaper**”), govern your (“**you**” or the “**Purchaser**”) purchase of digital cryptographic tokens (called the “Coldfall Token” or “**CFLT**”) and their use within the Coldfall Blockchain Ecosystem Platform (the “**Platform**”) from the Coldfall Corporation, a private entity registered in the U.S.A. and with address in The City Center, 800 Town and Country Blvd, Suite 300, Houston, Texas, 77024 (the “**Company**”) as well as the use of its Website (the “**Website**”). Purchaser and Company may be referred as Party or Parties herein below. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction, including in the United States of America (U.S.A.).

These T&Cs describe the initial placement of the Coldfall Tokens, the Initial Coin Offering (the “**ICO**”) and the rights and obligations arising from CFLT, including the usage of the Company’s Website. Please read these T&Cs carefully before subscribing to purchase Coldfall Tokens. By subscribing to the ICO you acknowledge that you have read these T&Cs and you agree to be fully bound by them. IF YOU DO NOT AGREE TO THESE T&CS, IN PART OR AT ALL, DO NOT PURCHASE CFLT FROM THE COMPANY.

By purchasing Coldfall Tokens, and to the extent permitted by law, you are agreeing not to hold any of the Company and its 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 Team**”) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the sale of Coldfall Tokens, including losses associated with the T&Cs set forth below.

DO NOT PURCHASE COLDFALL TOKENS IF YOU ARE NOT EXPERIENCED IN DEALING WITH CRYPTOGRAPHIC OR DIGITAL TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING COLDFALL TOKENS, YOU SHOULD CAREFULLY CONSIDER THESE T&CS AND CONSULT AN APPROPRIATE TECHNICAL EXPERT, LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING T&CS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE COLDFALL TOKENS.

PLEASE BE ONCE MORE AND FURTHER INFORMED, FOR THE AVOIDANCE OF DOUBT, THAT PURCHASES OF COLDFALL TOKENS SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC AND DIGITAL TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE AN UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC AND/OR DIGITAL TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF COLDFALL TOKENS DURING THE SALE, THE COMPANY AND/OR THE COMPANY TEAM WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF ETHEREUM OR CFLT RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE COLDFALL TOKENS.

YOU MUST CAREFULLY READ THESE T&CS AND THE ASSOCIATED COLDFALL WHITEPAPER BEFORE SUBSCRIBING TO PURCHASE COLDFALL TOKENS.

THE COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE ANY PORTION OF THESE T&CS AT ANY TIME FOR ANY REASON. ALTHOUGH WE AIM TO INFORM KNOWN USERS OF SUCH CHANGES, THIS MAY NOT ALWAYS BE POSSIBLE. THUS, IT REMAINS YOUR OBLIGATION TO REVIEW THESE T&CS PERIODICALLY. ANY CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEBSITE. YOU ARE OBLIGED TO CHECK THE LATEST VERSION OF THESE T&CS AND THE WHITEPAPER BEFORE SUBSCRIBING TO PURCHASE COLDFALL TOKENS. THE INFORMATION SET FORTH IN THE WHITEPAPER MAY NOT BE EXHAUSTIVE AND DOES NOT IMPLY ANY ELEMENTS OF A CONTRACTUAL RELATIONSHIP. ALTHOUGH WE WILL MAKE EVERY REASONABLE EFFORT TO ENSURE THAT ALL INFORMATION IN THE WHITEPAPER IS

ACCURATE, THIS IN NO WAY CONSTITUTES PROFESSIONAL ADVICE. THE COMPANY DOES NOT GUARANTEE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, CURRENT STATE OR COMPLETENESS OF THE AVAILABLE INFORMATION.

**THE PURCHASER AGREES TO BUY, AND THE COMPANY AGREES TO SELL CFLT IN ACCORDANCE WITH THE FOLLOWING T&CS:**

**1. GENERAL**

- 1.1 The Coldfall Token (Symbol: CFLT) is a digital cryptographic token to be issued by the Company, pursuant to the present T&Cs and based on the Ethereum blockchain as an ERC20 Standard Token, and purchase and future handling of CFLT requires access to generally accepted storage and transmission systems for Ethereum.
- 1.2 CFLT is intended for use as contemplated by the Company in the Whitepaper as of the date the Purchaser acquires CFLT. However the Company can change, overhaul, modify its functionality, add or remove features, bonuses or advantages at its sole discretion at any time. Notwithstanding the above, CFLTs will always be structured as strictly "Utility" tokens.
- 1.3 CFLT can be purchased, held and used at the sole discretion of the holder to the extent this does not conflict with these T&Cs.
- 1.4 The Company is not an investment advisor and does not give investment advice to you. CFLT is not a security or a Capital Market Product in any way and by any interpretation, even broad, of current and relevant International standards.

**2. COMPLIANCE CONSIDERATIONS**

- 2.1 YOU SHALL NOT ACQUIRE THE CFLT TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF THE PEOPLE'S REPUBLIC OF CHINA OR IF YOU ARE A PERSON: (I) IN ANY JURISDICTION IN WHICH SUCH OFFER AND/OR PURCHASE OF CFLT IS NOT AUTHORISED; OR (II) IN ANY JURISDICTION IN WHICH THE PERSON MAKING SUCH OFFER AND/OR PURCHASE IS NOT QUALIFIED TO DO SO; OR (III) TO ANY PERSON TO WHOM OR FROM WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER AND/OR PURCHASE ("**RESTRICTED JURISDICTION**") AND SUCH PERSON IN A RESTRICTED JURISDICTION, A "**RESTRICTED PERSON**"). THE TERM "RESTRICTED PERSONS" REFERS TO ANY FIRM, COMPANY, PARTNERSHIP, TRUST, CORPORATION, ENTITY, GOVERNMENT, STATE OR AGENCY OF A STATE OR ANY OTHER INCORPORATED OR UNINCORPORATED BODY OR ASSOCIATION, ASSOCIATION OR PARTNERSHIP (WHETHER OR NOT HAVING SEPARATE LEGAL PERSONALITY) THAT IS ESTABLISHED AND/OR LAWFULLY EXISTING UNDER THE LAWS OF A RESTRICTED JURISDICTION.
- 2.2 The Coldfall Tokens are not intended to constitute and shall not constitute securities or capital market products in any Jurisdiction. The Coldfall Tokens do not entitle you to any equity, governance, voting, or similar right or entitlement in the Company or any affiliated companies.
- 2.3 The Whitepaper and these T&Cs are not intended to constitute an offer of securities or a solicitation for investment in securities or capital market products in any jurisdiction. The Company does not provide any opinion or any advice to purchase, sell, or otherwise transact with CFLT tokens and the presentation, publication, or communication of all or any part of the Whitepaper and these T&Cs shall not form the basis of, or be relied upon in connection with, any contract or investment decision.
- 2.4 FOR THE AVOIDANCE OF DOUBT, NO PART OF THE WHITEPAPER AND THESE T&CS SHOULD BE CONSIDERED TO BE BUSINESS, LEGAL, FINANCIAL, OR TAX ADVICE REGARDING THE COMPANY, THE CFLT TOKENS, THE CFLT TOKEN SALE OR ANY OF THE MATTERS TO WHICH ALL OR ANY PART OF THE WHITEPAPER OR THESE T&CS RELATES. YOU SHOULD CONSULT YOUR OWN LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISOR REGARDING THE WHITEPAPER OR THESE T&CS. YOU SHOULD BE AWARE THAT YOU MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF ANY PURCHASE OF TOKENS FOR AN INDEFINITE PERIOD OF TIME.

**3. RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION OF INFORMATION**

- 3.1 No regulatory authority has examined or approved the Whitepaper and/or these T&Cs, no action

has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of all or any part of the Whitepaper and/or these T&Cs to you does not imply that the applicable laws, regulatory requirements or rules have been complied with.

The distribution or dissemination howsoever of all or any part of the Whitepaper and these T&Cs may be prohibited or restricted by the laws, regulatory requirements and rules of certain jurisdictions. In the case where any such restriction applies, you are responsible for informing yourself in respect of the same and for observing any such restrictions which are applicable to your possession and/or dissemination of all or any part of the Whitepaper and these T&Cs at your own expense and without liability to the Company.

- 3.2 Persons to whom a copy of all or any part of the Whitepaper and these T&Cs has been distributed or disseminated, provided access to or who otherwise have all or any part of the Whitepaper and these T&Cs in their possession shall not circulate it to any other persons, reproduce or otherwise distribute any information contained herein for any purpose whatsoever nor permit nor cause the same to occur.

#### 4. CAUTIONARY NOTES ON FORWARD-LOOKING STATEMENTS

- 4.1 All Statements contained in the Whitepaper and/or these T&Cs, statements made in any press releases or in any place accessible by the public and oral statements that may be made by the Company, or representatives of the Company (as the case may be) that are not statements of historical fact, constitute "forward-looking statements." Some of these statements can be identified by forward-looking terms such as "aim," "target," "anticipate," "believe," "could," "estimate," "expect," "if," "intend," "may," "plan," "possible," "probable," "project," "should," "would," "will" or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding the financial position, business strategies, plans and prospects and the future prospects of the industry which the Company is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Company's revenue profitability and growth, expected revenue profitability and growth, prospects, future plans, other expected industry trends and other matters discussed in the Whitepaper and/or these regarding the Company are matters that are not historic facts, but only estimations and predictions. The Company does not make any representation or warranty on having made any predictions or estimates or expectations on the basis of any formula, any mathematical or scientific modelling or forecast, or having made any due and proper enquiries or having undertaken any independent research or studies or otherwise. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of the Company to be materially different from any future results, performance, or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

- 4.1.1 changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which the Company conducts business and operations.
- 4.1.2 the risk that the Company may be unable to execute or implement its business strategies and future plans;
- 4.1.3 changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- 4.1.4 changes in the anticipated growth strategies and expected internal growth of the Company;
- 4.1.5 changes in the availability and fees payable to the Company in connection with either or both of their business and operations;
- 4.1.6 changes in the availability and salaries of employees who are required by the Company to operate either or both of its business and operations;
- 4.1.7 changes in preferences of customers of the Company;
- 4.1.8 changes in competitive conditions under which the Company operate, and its ability to compete under such conditions;
- 4.1.9 changes in the future capital needs of the Company and the availability of financing and capital to fund such needs;

- 4.1.10 war or acts of international or domestic terrorism;
  - 4.1.11 occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of the Company;
  - 4.1.12 other factors beyond the exclusive control of the Company; and
  - 4.1.13 any risk and uncertainties associated with the Company and either of their businesses and/or operations, the CFLT token and reliance on all or any part of the Whitepaper.
- 4.2 All forward-looking statements made by or attributable to the Company and/or Company's Team are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of the Company to be materially different from that expected, expressed or implied by the forward-looking statements in the Whitepaper and these T&Cs, undue reliance must not be placed on these statements.
- 4.3 These forward-looking statements are only applicable as of the later of the date of publication of the Whitepaper and these T&Cs. Neither the Company nor the Company's Team nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of the Company will be discussed in these forward-looking statements. The actual results, performance or achievements of the Company may differ materially from those anticipated in these forward-looking statements.
- 4.4 Nothing contained in the Whitepaper and these T&Cs is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Company. Furthermore, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

## 5. **PURCHASER REPRESENTATIONS AND WARRANTIES**

- 5.1 When you purchase, or otherwise receive, a Coldfall token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the Coldfall tokens:
- 5.1.1 you have read and understood both these T&Cs and the Whitepaper;
  - 5.1.2 you are, and will be at all time during your use of the Website, and/or CFLT, fully compliant with these T&Cs;
  - 5.1.3 you have the necessary authority to accept and enter into these T&Cs and perform the obligations contained herein;
  - 5.1.4 the distribution or dissemination of the Whitepaper or these T&Cs, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the Company;
  - 5.1.5 you are fully aware of and understand that you are not eligible to purchase any CFLT or access the Whitepaper or these T&Cs if you are a citizen, national, resident (tax or otherwise) and/or green card of equivalent document holder of a Restricted Jurisdiction or if you are a Restricted Person;
  - 5.1.6 you are not acquiring and will not transfer any Coldfall tokens within any Restricted Jurisdiction and will engage in any activity relating to the sale of Coldfall tokens in any Restricted Jurisdiction.
  - 5.1.7 you will not transfer directly or indirectly any of your Coldfall tokens or any interest therein to a Restricted Person or to any other person or entity unless the proposed transferee has made the same representations and warranties as set out herein.
  - 5.1.8 you are legally permitted to receive and hold and make use of CFLT in your and any other relevant jurisdiction;
  - 5.1.9 neither the Company nor any of the Company Team has provided you with any advice

- regarding whether CFLT is an investment at all and in any case if it is suitable for you;
- 5.1.10 you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ethereum, as well as blockchain-based software systems generally;
  - 5.1.11 you take sole responsibility for any restrictions and risks associated with receiving and holding CFLT;
  - 5.1.12 by acquiring CFLT, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
  - 5.1.13 you agree and acknowledge that the Coldfall tokens do not constitute securities in any form in any jurisdiction;
  - 5.1.14 you agree and acknowledge that in the case where you wish to purchase any Coldfall tokens, the Coldfall tokens are not to be construed, interpreted, classified or treated as:
    - (A) any kind of currency or commodity;
    - (B) debentures, stocks or shares issued by any person or entity (whether the Company or otherwise);
    - (C) rights, options or derivatives in respect of such debentures, stocks or shares;
    - (D) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss
    - (E) units in a collective investment scheme, units in a business trust or derivatives of units in a business trust; or
    - (F) any other security or class of securities,
  - 5.1.15 your acquisition of CFLT does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
  - 5.1.16 you understand that CFLT confers only a limited potential future right or expectation to use and interact with the Company as more particularly described in the Whitepaper, and that CFLT does not confer any other rights of any kind with respect to the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights.
  - 5.1.17 you will supply to the Company all information, documentation or copy documentation that is required in order to allow it to accept your purchase of CFLT and allocate CFLT to you;
  - 5.1.18 you have not supplied the Company with information relating to your acquisition of CFLT or otherwise which is false, inaccurate or misleading;
  - 5.1.19 you will provide the Company with any additional information which may be reasonably required in order that it can fulfil its legal, regulatory and contractual obligations, including but not limited to any anti-money laundering and KYC ("Know Your Client");
  - 5.1.20 you will notify the Company promptly of any change to the information supplied by you;
  - 5.1.21 you are of a sufficient age (if an individual) to accept these T&Cs, enter into a binding agreement with the Company and legally obtain CFLT, and you are not aware of any other legal reason to prevent you from obtaining CFLT;
  - 5.1.22 you are not obtaining or using CFLT for any illegal purpose, and will not use CFLT for any illegal purpose;
  - 5.1.23 your contribution for the purchase of CFLT tokens shall be transferred to the Company from an Ethereum wallet that:

- (A) is registered to the Purchaser and that the Purchaser is the owner of the private key of the Ethereum wallet; and
  - (B) is not located in or that is not registered in the name of a person located in or resident of any Restricted Country or any country or territory that has been designated by the Financial Action Task Force as a “non-cooperative country or territory”;
- 5.1.24 you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a countrywide or territory-wide sanctions by any government and/or regulatory authority;
- 5.1.25 you will comply with any and all tax obligations in your jurisdiction of domicile or residency (for individuals) and/or incorporation/registration (in the case of a corporate purchaser);
- 5.1.26 to the extent permitted by law, you waive any right you may have and/or obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of CFLT;
- 5.1.27 to the extent permitted by law and provided the Company acts in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of CFLT and/or the Ethereum network;
- 5.1.28 you accept that CFLT is created and you obtain CFLT on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing CFLT without being able to provide any warranties in relation to CFLT, including, but not limited to, title, merchantability or fitness for a particular purpose;
- 5.1.29 you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of CFLT (ii) the potential appreciation or depreciation in the value of CFLT over time, if any, (iii) the sale and purchase of CFLT; and/or (iv) any other action or transaction related to CFLT has tax implications.

## 6. **ALL PURCHASES OF CFLT ARE FINAL**

- 6.1 ALL PURCHASES OF CFLT ARE FINAL. PURCHASES OF CFLT ARE NON-REFUNDABLE. BY PURCHASING CFLT, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SHAREHOLDERS INCLUDING BUT NOT LIMITED TO THE COMPANY’S TEAM ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.
- 6.2 IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING CFLT CREATE MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR CFLT, THE COMPANY RESERVES THE RIGHT TO EITHER WAIVE AND NULL OR FORCEFULLY BUYOUT ALL CFLT FROM SUCH CFLT OWNERS AT THE THEN-EXISTING MARKET PRICE.

## 7. **TAX OBLIGATIONS**

- 7.1 The Purchaser bears the sole responsibility to determine if the purchase of CFLT with Ethereum or any other currency, be it digital or traditional, or the potential appreciation or depreciation in the value of CFLT over time has tax implications for the Purchaser in the Purchaser’s home jurisdiction.
- 7.2 By purchasing CFLT, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase, holding or sale of CFLTs.

## 8. **COPYRIGHT OF COMMUNICATIONS**

- 8.1 You agree that any materials, information or communications transmitted between you and the Company in any form, or between you and any other Company’s user as the case may be, are non-confidential and will become the sole, exclusive property of the Company.

8.2 The Company will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

## 9. WEBSITE USAGE LICENSE

9.1 The Company grants you a limited, nonexclusive, non-transferable license (“**License**”) to access its network (proprietary or hosted) and use its Website and services available thereunder. As a condition of your use of the Website, you warrant to the Company that you will not use the Website for any purpose that is unlawful or prohibited by these T&Cs. You may not use the Website 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. 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.

9.2 This License is subject to these T&Cs. Any other use of the Company’s services not expressly permitted by these T&Cs is prohibited. All other rights are reserved by the Company and its licensors, if any, including that to any content or functionality as presented on the Website.

9.3 All content included on the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website (collectively, “**Company Content**”), is the property of the Company or its suppliers 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.

9.4 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 Company Content, in whole or in part, found on the Website. Company Content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any Company Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Company Content. You will use Company Content solely for your personal use, and will make no other use of Company Content without the express written permission of the Company and other copyright owners, if any. You agree that you do not acquire any ownership rights in any Company Contents. We do not grant you any licenses, express or implied, to the intellectual property of Company or our licensors, if any, except as expressly authorized by these T&Cs.

## 10. TERMINATION

10.1 We may terminate or suspend your License to use the Website and any services available thereunder and/or the use of the Coldfall Blockchain Ecosystem Platform without prior notice or liability for any reason whatsoever, including (but not limited to) breaching of any element, however minor, of these T&Cs. Nothing in these T&Cs or in any other communication or action by the Company or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination.

10.2 THE USE OF THE WEBSITE, OF CFLTs AND OF THE COLDFALL BLOCKCHAIN ECOSYSTEM PLATFORM IS UNAUTHORIZED IN ANY RESTRICTED JURISDICTION OR ANY OTHER THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE T&Cs AND SUCH UNAUTHORIZED USE COULD RESULT IN THE TERMINATION OR SUSPENSION OF YOUR LICENCE TO USE THE WEBSITE OR ANY SERVICES AVAILABLE THEREUNDER OR WITHIN THE COLDFALL BLOCKCHAIN ECOSYSTEM PLATFORM, INCLUDING THE USAGE OF CFLTs.

10.3 All provisions of the T&Cs which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

## 11. ASSIGNMENT

11.1 The Company reserves the right to assign any and all of its rights or obligations hereunder to a third party without your written consent. You shall not assign any or all of your rights or obligations hereunder to any third person or entity whatsoever.

## 12. LINKS TO OTHER WEBSITES

- 12.1 The Company or other users may provide links to third-party websites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party websites or services.
- 12.2 You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or detrimental reliance on any information, content, goods or services available on or through any such web sites or services. The Company is not liable for any loss or damage incurred as a result of interacting with any third party content on our Website.
- 12.3 The Company cannot guarantee or verify the contents of any externally linked website despite their best efforts. You should therefore note that you click on external links at your own risk and our Website and the Company cannot be held liable for any damages or implications caused by visiting any external links mentioned.
- 12.4 The Website may contain sponsored links and adverts. These will typically be served through our advertising partners to whom may have detailed privacy policies relating directly to the adverts they serve.
- 12.5 Clicking on any such adverts will send you to the advertisers' website through a referral program which may use cookies and will track the number of referrals sent from the Company's Website. This may include the use of cookies which may in turn be saved on your computer's hard drive. Users should therefore note they click on sponsored external links at their own risk and our Website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

13. **FORCE MAJEURE**

- 13.1 The Company and its Team are not jointly or separately liable for failure to perform solely caused by:
  - 13.1.1 unavoidable casualty,
  - 13.1.2 delays in delivery of materials,
  - 13.1.3 embargoes,
  - 13.1.4 government orders,
  - 13.1.5 acts of civil or military authorities,
  - 13.1.6 acts by common carriers,
  - 13.1.7 emergency conditions (including weather conditions),
  - 13.1.8 security issues arising from the technology used,
- 13.2 or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the T&Cs, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

14. **NO REPRESENTATIONS**

The Company does not make or purports to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy, and completeness of any of the information set out in the Whitepaper, Website and/or these T&Cs.

15. **DISCLAIMER OF WARRANTIES**

- 15.1 THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING CFLT AT THE PURCHASER'S SOLE RISK AND THAT CFLT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY



OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

- 15.2 Without limiting the foregoing, none of the Company Team warrants that the process for purchasing CFLT will be uninterrupted or error-free.

## 16. LIMITATIONS OF LIABILITY

- 16.1 The purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to: (i) use of, or inability to use, CFLT; or (ii) the Company Team under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the Company Team shall be liable for:

16.1.1 any loss of profits, lost savings or incidental, indirect, special or consequential damages, arising out of your use or inability to use the services or products or CFLT tokens offered by the Company or any breach of any of these T&Cs by you or any third party;

16.1.2 any security risk such as hacker attacks, loss of password, loss of private key, or similar;

16.1.3 mistakes or errors in code, text, or images involved in the CFLT token sale, or in any of the Whitepaper and/or these T&Cs; or

16.1.4 any information contained in the Whitepaper and/or these T&Cs or any expectation, promise, representation, or warranty arising (or purportedly arising) therefrom;

16.1.5 any losses resulting from the volatility in pricing of CFLT tokens in any countries and on any exchange or market (regulated, unregulated, primary, secondary, or otherwise);

16.1.6 any losses or damages arising out of, or in connection with, the purchase, use, sale, or any exchange of the CFLT tokens; or

16.1.7 arising out of, or in any way connected to, your failure to properly secure any private key to a wallet containing CFLT tokens,

(collectively, the “**Excluded Liability Matters**”).

- 16.2 To the maximum extent permitted by applicable law, you hereby irrevocably and unconditionally waive: (i) all and any claims (whether actual or contingent and whether as an employee, office holder, trustee, or in any other capacity whatsoever or howsoever arising) including, without limitation, claims for or relating to the Excluded Liability Matters, any payment or repayment of monies, indemnity or otherwise that you may have against the Company or against any of the Company’s Team; and (ii) release and discharge the Company and all of the Company’s Team from any and all liability (or whatsoever nature or howsoever arising) it or they may have to you.

- 16.3 The purchaser further specifically acknowledges that the Company’s Team is not liable for the conduct of third parties, including other purchasers of CFLT, and that the risk of purchasing and using CFLT rests entirely with the purchaser.

- 16.4 To the extent permissible under applicable laws, under no circumstances will any of the Company Team be liable to any Purchaser for an amount greater than the lesser of:

16.4.1 the amount than the Purchaser have paid to the Company for the purchase of CFLT; or

16.4.2 US\$0.00001

- 16.5 Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section and elsewhere in the T&Cs may not apply to a specific Purchaser. In particular, nothing in these T&Cs shall affect the statutory rights of any purchaser or exclude injury arising from any wilful misconduct or fraud of the Company Team.

## 17. INDEMNIFICATION

- 17.1 To the fullest extent permitted by applicable law, you hereby and irrevocably and unconditionally

undertake to indemnify, and keep indemnified, defend and hold harmless the Company Team from and against all claims, demands, actions, damages, losses, costs and expenses (including without any limitation all legal costs and expenses) that arise from or relate to: (i) your purchase or use of CFLT; (ii) your responsibilities or obligations under these T&Cs; (iii) your violation of these T&Cs; or (iv) your violation of any rights of any other person or entity.

17.2 If for any reason you hereafter bring or commence any action or legal proceeding in respect of any claim purported to be released and discharged pursuant to these T&Cs, or otherwise attempt to pursue any such claim against the Company or any of the Company's Team, then you hereby and irrevocably and unconditionally undertake to indemnify, and keep indemnified, defend and hold harmless the Company and all Company's Team fully on demand from and against:

17.2.1 all liabilities or losses suffered by the Company and/or any Company's Team; and

17.2.2 all reasonable costs, charges, and reasonable expenses (including without limitation legal costs and expenses) reasonably and properly incurred by the Company and/or or/and any Company Team, in each case by reason of or in connection with the bringing or commencement of such action or pursuit of such claim by you. If any provision or part-provision of this section is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this section.

17.3 The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section 17 (*Indemnification*). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in this written agreement between you and the Company.

## 18. COMPLETE AGREEMENT

18.1 These T&Cs set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of CFLT. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the T&Cs in determining purchase decisions and understands that the T&Cs govern the sale of CFLT and supersede any public statements about the CFLT token sale made by third parties or by the Company Team or individuals associated with any of the Company Team, past and present and during the CFLT token sale.

## 19. LIMITATIONS TO SEVERABILITY

19.1 The Purchaser and the Company agree that if any portion of these T&Cs is found illegal or unenforceable in one or more jurisdictions, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof, in any other manner or jurisdiction, and without affecting the remaining provisions of the T&Cs, which shall continue to be in full force and effect.

## 20. NO WAIVER

20.1 The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these T&Cs or the Company's failure to exercise any right under these T&Cs shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance.

20.2 The express waiver by the Company of any provision, condition, or requirement of these T&Cs shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these T&Cs, no representations, statements, consents, waivers, or other acts or omissions by the Company Team shall be deemed a modification of these T&Cs nor be legally binding.

## 21. UPDATES TO THE T&CS

21.1 The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the T&Cs at any time during the sale and up to six months after the sale is closed by posting the amended T&Cs on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing CFLTs. The T&Cs may not be otherwise amended except by express

consent of both the Purchaser and the Company.

**22. NO PARTNERSHIP OR AGENCY**

22.1 Nothing in these T&Cs is intended to, or shall be deemed to, establish any partnership or joint venture between the Company and you or constitute any party the agent of another party.

**23. SECURITY**

23.1 You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold CFLT purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your CFLT tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

**24. LANGUAGE**

24.1 Only English versions of these T&Cs and any or all of the Company's communications are considered official. The English version shall prevail in case of differences in translation.

**25. JURISDICTION**

25.1 The T&Cs, the arbitration clause contained herewith, and all non-contractual obligations arising in any way whatsoever out of or in connection with these T&Cs are governed by, construed, and take effect in accordance with Singapore law.

25.2 The Purchaser and the Company irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with these T&Cs or their formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of Singapore.