

## Beryl Terms of Sale

IMPORTANT LANGUAGE DISCLAIMER – IN ORDER TO AVOID ANY POTENTIAL TRANSLATION INCONSISTENCIES, THESE TERMS AND CONDITIONS ARE ONLY AVAILABLE IN ENGLISH. IF YOU ARE UNABLE TO UNDERSTAND THE LANGUAGE, PLEASE SEEK THE ASSISTANCE OF A PROFESSIONAL TRANSLATOR BEFORE CONTINUING. BY AGREEING TO THESE TERMS AND CONDITIONS YOU EXPRESSLY WARRANT AND REPRESENT THAT YOU ARE FLUENT IN ENGLISH AND UNDERSTAND AND AGREE TO THE CONTENT OF THESE TERMS.

BEFORE PROCEEDING FORWARD AND PURCHASING TOKENS, PLEASE READ CAREFULLY AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

These Terms of Sale (“**Terms**”) shall govern the relations between you (“**you**”, or “**Customer/s**” or “**User/s**”) and I&D Ventures Ltd , a Bulgarian based entity with registration number 204783478 and address in Sofia, Bulgaria (“**Company**”, “**us**” or “**we**”) in regard to your purchase and the sale of Beryl tokens. Each of you and Company is a “**Party**” and, together, the “**Parties.**”

You and Company agree as follows:

### 1. **General Provisions.**

- a. Beryl App will be an online dating app, which connects people with similar interests and gives them the opportunity to freely interact with each other. For the purpose of these Terms the Beryl App shall be referred to as the “**Project**”. Beryl App will be developed after the successful completion of the Token Sale Phase of the Project.
- b. The Company will conduct a Token Sale Event (“**TSE**”)in accordance to which the company will sale to public against a payment in cryptocurrencies specific utility products being transferable cryptographic blockchain-based digital information units called utility tokens (“**Tokens**” or “**XBR**”). XBR is an invariable part of the Project and will be the utility token that provides access and has to be used to facilitate the provision and receipt of certain futures and/or services provided in the Beryl App.
- c. The Company will distribute to its contributors XBR subject to the successful completion of the TSE by the use of a blockchain based Smart Contract System ("Smart Contract System") which will generate XBR and will allocate it to the contributors of the TSE.
- d. You may purchase XBR under the terms and conditions stipulated herein.

- e. You hereby also confirm, due to regulation uncertainties, that you are neither a resident in or citizen of the United States of America, nor a resident in or citizen of China, Canada, South Korea or Singapore.

## **2. Offer and Conclusion of Contract.**

- a. By clicking the "I Accept" / "I Agree" / "Continue" / "Next" / "Participate" buttons or checking the checkbox presented with the Terms you enter into a binding contract ("User Application") to take part of the TSE, under the terms and conditions ("Terms") set forth in detail in this document and at your own risk. Accordingly these Terms shall, if not else specified hereunder, represent the full and final agreement between you and the Company in regard to the TSE process, your purchase of XBR, the allocation, ownership and use of the Tokens.
- b. The agreement between you and the Company is considered valid and binding only after Company accepts the User Application. However, acceptance of User's Application and confirmation by the Company accordingly may be explicitly communicated by the Company to you via e-mail and/or as a result of an action by the Company which further allows you to proceed with the use of the TSE website or with the purchase of the Tokens and the payment to the Smart Contract System.
- c. For avoidance of any doubt the contract for the purchase and sale of the Tokens shall be deemed concluded and effective by and between you and the Company and these Terms shall be binding and valid between the Parties subject to Company letting you purchase the Tokens and pay the Price for the Tokens to the Smart Contract System of the Company or to the addresses as provided to you by the Company.
- d. The Company expressly reserves its right to reject unilaterally and without a reason any User Application and with no compensations to you of whatsoever nature.

## **3. Token Sale Duration and Distribution Process.**

- a. The Token Sale process will be launched following the best established practice in terms of security and transparency.
- b. TSE will begin on 20<sup>th</sup> of March, 2018 at 14:00 UTC time
- c. The total number of tokens will be calculated, based on the following formula:
  - Total number of beryl tokens to be issued = (Number of contributed BTC)\*1150000 + (Number of contributed ETH)\*70000.
- d. The Tokens will be delivered to you as ERC-20 compliant Ethereum network tokens.

## **4. Purchase and Sale of XBR during the Token Sale Event.**

- a. XBR may be purchased and paid in Ether (ETH) or Bitcoin (BTC). If you intend to use any other cryptocurrencies or fiat currencies any such shall be converted into ETH or BTC prior to submitting them.
- b. XBR may be purchased (“Purchased Tokens”) at the following sale price (“Price”):
  - a. 70000 XBR= 1 ETH
  - b. 1150000 XBR= 1 BTC
- c. The TSE will be split in three sale periods, each of which will be 5-day long. During the first two 5-day sale periods the User will be entitled to receive additional bonus on its Token purchase, as follows:
  - a. If the User purchases Tokens during the first 5-day sale period, the User will be entitled to receive bonus Tokens amounting to 20% of the purchased Tokens by the User
  - b. If the User purchases Tokens during the second 5-day sale period, the User will be entitled to receive bonus Tokens amounting to 15% of the purchased Tokens by the User
  - c. There will be no bonus Tokens during the third 5-day sale period.
- d. You acknowledge and agree that your acceptance of these Terms and your purchase order constitutes a binding obligation to purchase the corresponding purchase quantity of Tokens and to pay the full Price to the Company therefor.
- e. You must pay the full Price immediately at the time of your purchase of the Tokens and acceptance of these Terms, to the send address provided to you during your purchase or prior that. If you fail to make such payment, Company reserves the right to declare these Terms void, by providing written notice to you and refusing to accept your payment of the Price.
- f. By transferring ETH or BTC for the purchase of the Tokens, the User understands and accepts that the User makes a payment for the purchase of XBR utility tokens part of the Project.
- g. The User also understands, accepts and agrees that the issue and allocation of the Tokens from the Company to the User may fail due to technical, regulatory or other issues. In such case the Company shall not be deemed in default and User hereby expressly dismisses and releases the Company from any or all liability towards the User accordingly.
- h. The User also understands, accepts and agrees that while the individuals and entities, including but not limited to the Company, assigned to this task will make reasonable efforts to develop and complete the Project, it is possible that such development may fail and your XBR become useless and/or valueless due to technical, commercial, regulatory or any other reasons.
- i. The User is also aware of the risk that even if all or parts of the Project are successfully developed and released in full or in parts, due to a lack of public interest, the Project could be fully or partially abandoned, remain unsuccessful according to any measure, or shut down for lack of interest or other reasons.

- j. The User therefore understands and accepts that User's purchase, and/or the allocation, use and ownership of XBR, carries significant financial, regulatory and/or reputational risks (including the complete loss of value, if any, of XBR and attributed features). The User further confirms to have carefully reviewed the Terms and fully understands the risks and costs of making such a purchase. By purchasing XBR, the User expressly agrees to all of the terms and conditions set forth herein.

## 5. **Ownership and Delivery of the Tokens.**

- a. Subject to the successful payment of the Price of the purchased XBR and the successful completion of the TSE the Company will conduct a two-week long audit procedure where the Company will audit, review and investigate all purchases, users and payments. Upon verification that the audit has been successfully passed, the purchased and paid XBR will be allocated to you to the ETH addresses provided by you. Upon payment and allocation the legal and beneficial ownership of the Purchased Tokens shall pass from the Company to you.
- b. You should have provided a valid Purchaser Address and an email address to which instructions for the allocation of the Purchased Tokens may be sent from us to you. If you have not provided such address and/or email you undertake to do so as soon as possible but in any case not later than the end of the TSE. Breach of this undertaking by you which results in Company not being able to allocate the purchased XBR shall not be considered default by the Company under these Terms.
- c. Excerpt from the transaction book of the Ethereum blockchain network keeping records of all transactions shall be deemed and used as a proof of delivery and allocation. No additional delivery and acceptance protocols shall be delivered by and between you and the Company.
- d. The Parties hereby hereto agree that the subject matter of this agreement shall be deemed duly and diligently fulfilled subject to the successful payment of the Price by you to the Company and the allocation of the Purchased Tokens.
- e. The risk of loss, any regulatory or security risks, the risk of absence of possibility to use the Purchased Tokens and/or any other risks as described below in these Terms shall pass from the Company to you with the allocation of the Purchased Tokens from the Company to you.
- f. For avoidance of any doubt the Parties hereto hereby expressly agree that any or all obligations of the Company shall be due, valid and come into effect and/or the User shall be entitled to claim fulfilment accordingly only subject to the successful payment of the Price to the Company.

## 6. **Purpose and Use of the Tokens.**

- a. The purpose of the Tokens is to be used to facilitate the provision and receipt of certain premium features ("**Services**") in the Beryl dating App that will be developed

by the Company (the “**Ecosystem**”). Such features in the Beryl App may be used with XBR only. Additional information regarding the Ecosystem, the Services, and Company is summarized and as further described in the Beryl Whitepaper (the “**Whitepaper**”). For the Whitepaper and/or further information on the Project please visit: <https://beryltoken.com>. The information contained in the Whitepaper and on the website are of descriptive nature only, are not binding and do—unless explicitly referred to herein—not form part of this Terms. While Company, alone or together with its Affiliates intends to develop the Ecosystem as described in the Whitepaper, Company and its Affiliates may opt to develop components of the Ecosystem in a manner that varies from its current intent as Company believes is necessary or desirable in light of business or technical considerations

- b. Use of the Purchased Tokens shall be at your sole discretion only. Company shall not be liable if you use the Tokens in any illegal or inappropriate manner.

## **7. Representation and Warranties of User.**

By purchasing and paying XBR the User warrants and represents that:

- a. The user is not a citizen or resident of a country, whose legislation conflicts with the present purchase, sale and allocation of XBR and/or the Project in general.
- b. The User has full authority to enter into this Agreement and to carry out the transactions made herein. The User is of a sufficient age to legally obtain Tokens.
- c. The User has deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, cryptocurrencies, cryptocurrency wallets or other related token storage mechanisms, blockchain technology, smart contract technology and blockchain-based software systems.
- d. Neither the User (if individual) nor any of its shareholders or members of its board of directors (if an entity) are not US, China, Canada, South Korea or Singapore person by residency or citizenship.
- e. The User is legally permitted to receive and hold and make use of XBR tokens in User’s jurisdiction.
- f. The User will take sole responsibility for any restrictions and risks associated with the receiving and holding of XBR; the User is not obtaining the Purchased Tokens for the purpose of speculative investment; the User is not obtaining XBR to be used for any illegal purposes.
- g. The User understands and accepts that the purchase, ownership, receipt, or possession of the Purchased Tokens carries no rights, express or implied, other than the right to use the Purchased Tokens as a means to enable usage of and interaction with Services enabled and provided by the Beryl App, if the Beryl App is successfully completed and developed. In particular, User understands and accepts that the Purchased Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the

Beryl App and/or the Company and its Affiliates, other than any rights relating to the provision and receipt of Services in the Beryl App if the same has been successfully developed. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument. The sole purpose of the Tokens is to be used to facilitate the provision of certain services in the Beryl App.

- h. The User understands and accepts that failure to fulfill any undertaking and/or obligation under this agreement or breach of any of its warranties and representations hereunder may have the result that User will not gain access to the Purchased Tokens. In such case Company shall be entitled to unilaterally terminate this contract with immediate effect.
- i. It is User's sole responsibility to determine whether, and to what extent, any taxes apply to any transactions associated with User's receipt or use of XBR, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.
- j. The Token purchase under this agreement is final, and there are no refunds or cancellations, except as expressly provided hereunder or as may be required by applicable law or regulation. The Company reserves the right in its sole discretion at any time to unilaterally and without a purpose cancel the sale purchase and refund any or all amounts received by the User.
- k. The User acknowledges and agrees that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of Services on the Beryl App. BY PURCHASING TOKENS, THE USER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS AND SHALL BEAR SUCH RISKS ALL ALONE. Such risks may be but are not limited to:
  - a. Risk of Losing Access to Tokens Due to Loss of Private Key;
  - b. Risks Associated with the Ethereum Protocol;
  - c. Risk of Hacking and Security Weaknesses;
  - d. Risks Associated with Uncertain Regulations and Enforcement Actions;
  - e. Risks Arising from Taxation;
  - f. Risk of Insufficient Interest in the Beryl App;
  - g. Risks Associated with the Development and Maintenance of the Beryl App;
  - h. Risk of Dissolution of the Company or the Beryl App;
  - i. Risk of Lack of Adoption by Users of the Beryl App or Lack of Success;
  - j. Technology Risks;
  - k. Risk of absence of possibility to use the Purchased Tokens;
  - l. Risk of theft;
  - m. Unanticipated Risks;
- l. Furthermore, the User expressly acknowledges and assumes the risk where hackers or other malicious groups or organizations may attempt to interfere with the dashboard or the Tokens, or the Ecosystem, or the Smart Contract System, or the

wallets where the ETH or BTC transferred by the Users have been transferred, deposited or saved, in a variety of ways, including, but not limited to, malware attacks, phishing, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, thus, despite Company's knowledge and efforts to resolve any such attempt, User's personal details or data info may be stolen, which may have the result of complete loss of User's ETH, BTC or XBR. The User agrees and understands such risk, the possible negative consequences that may arise for the User accordingly and warrants and represents that the User shall bear such risk all alone. The Company shall not be liable at any time or for any purpose accordingly.

- m. The User shall be solely responsible for implementing reasonable measures for securing the Purchased Tokens once they have been delivered to the User.
- n. The User has obtained sufficient information about the Tokens and the Beryl App and the Project to make an informed decision and purchase the Purchased Tokens.
- o. The User understands and accepts that the Tokens are intended to be used solely on the Beryl App, and the Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated venues for using Tokens to the provision or receipt of services, and could therefore create illiquidity risk with respect to the Purchased Tokens. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero. In addition the User understands and accepts with regard to XBR that no market liquidity may be guaranteed.
- p. The User agrees and acknowledges that the XBR tokens are not intended to and do not constitute securities in any form in any jurisdiction and the Purchased Tokens are not to be construed, interpreted, classified or treated as:
  - a. any kind of currency other than the utility tools necessary to facilitate the provision and receipt of certain services on the Beryl App.
  - b. debentures, stocks or shares issued by any person or entity;
  - 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;
  - f. units in a business trust;
  - g. derivatives of units in a business trust;
  - h. any other security or class of securities;
- q. The User acknowledges and agrees that this document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It constitutes the terms of sale of

the utility XBR tokens among public based on the functionality of a Smart Contract System.

- r. The User understands and expressly accepts that there is no warranty whatsoever on XBR and/or the success of the Project, expressed or implied, to the extent permitted by law, and that XBR is created and obtained at the sole risk of the User on an “as is” and “under development of the Project” basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose.
- s. The distribution of the XBR is smart contract based - the terms and conditions applicable thereon are set forth herein and in the Smart Contract System Code. Accordingly the User hereby warrants and represents that the User has sufficient knowledge about the smart contracts system and the Ethereum blockchain protocol and acknowledges and agrees such distribution process and applicable terms.
- t. By transferring ETH or BTC to the address provided by the Company and/or receiving XBR by the User, no form of partnership, joint venture or any similar relationship between the Users and the Company and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the Project is created.
- u. The User waives the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the XBR Token Sale, with the allocation of XBR and with the operation of the Project.
- v. All of the above representations and warranties are true, complete, accurate and no misleading.

#### **8. Company’s representations.**

The Company warrants and represents that:

- a. Company is a Bulgarian entity, duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has the power and authority to carry on its business.
- b. The performance by Company of these Terms is within the power of Company. These Terms constitute a legal, valid and binding obligation of Company. To the knowledge of Company, it is not in violation of (i) its current certificate of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to Company or (iii) any material contract to which Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on Company.
- c. To its knowledge, Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as



currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.

**9. Project execution.**

Company has the right to engage subcontractors to perform the entire or partial development and execution of the Project. It remains at Company's sole discretion to decide how to allocate the Price of the Purchased Tokens. Accordingly the User understands and accepts that the User may not have any expectation of influence over governance on Company and/or the Project.

**10. Smart Contract System.**

The Smart Contract System that will be used to facilitate the Token Sale will be, on a reasonable effort basis, examined by technical experts with regard to their functionality. The technical experts will be required to confirm that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art. However,

- a. the User understands and accepts that the used software and technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the examinations performed raise the level of security and accuracy,
- b. the User understands and accepts that such examinations do not amount to any form of warranty, including direct or indirect warranties that the Smart Contract Systems are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of ETH, BTC and/or any crypto currency, or XBR.

**11. Taxation.**

- a. The User bears the sole responsibility to determine if the purchase and allocation, ownership and use of Tokens, the potential appreciation or depreciation in the value of XBR over time (if any), and/or any other action or transaction related to the Project have tax implications for the User.
- b. By holding or using XBR, and to the extent permitted by law, the User agrees not to hold any third party liable for any tax liability associated with or arising from the purchase, allocation, ownership or use of XBR or any other action or transaction related to the Project.

## 12. Personal Data Usage and KYC.

- a. Company shall be entitled to collect, use, operate and transfer your personal data if shared during the Token Sale or after its end and during the distribution process of the Tokens. In such case you should be obliged to provide any such KYC information. The Company shall be entitled to freely use, operate and transfer your personal data after the TSE by abiding the applicable laws and regulations and you give your explicit consent accordingly.
- b. Company may require and in any such case you should be obliged to provide any KYC information as requested by Company, if Company in its sole discretion believes that such information is necessary to comply with any applicable laws or regulations or the regulatory environment or any changes accordingly. If you fail to provide any such Information Company may in its sole discretion cancel this agreement and refund anything received by you and/or not distribute to you any or all of the purchased by you Tokens.
- c. The User agrees and gives its explicit consent to the Company so the latter can request collect, use, administrate and operate User's personal data for the purpose of KYC and AML procedures in accordance to Company's policies and applicable laws and regulations.
- d. The User understands and agrees that a condition precedent for the distribution of the Tokens by the Company to the User shall be the successful conduction of an Audit and KYC procedure of the User by the Company, thus the User shall provide any information, documents or data requested accordingly by the Company. For avoidance of any doubt the User agrees to the following:
  - a. Any User that purchases Tokens during the TSE, which are valued less than BGN 30,000 (thirty thousand leva) and contributes to the Company such amount in crypto (BTC or ETH) shall be obliged and accordingly undertakes to provide to the Company for the purpose of the KYC procedure that the Company will conduct, the following User related data: (i) full names; (ii) personal identification code or date and place of birth; (iii) contact phone number; (iv) valid e-mail; (v) address of residence; (vi) nationality; (vii) BTC or ETH account address of the User from which the User has transferred the purchase price of the purchased Tokens;
  - b. Any User that purchases Tokens during the TSE, which are valued more than BGN 30,000 (thirty thousand leva) and contributes to the Company such amount in crypto (BTC or ETH) shall be obliged and accordingly undertakes to provide to the Company for the purpose of the KYC procedure that the Company will conduct, the following User related data: (i) full names; (ii) personal identification code or date and place of birth; (iii) contact phone number; (iv) valid e-mail; (v) address of residence; (vi) nationality; (vii) copy of a valid passport or ID card; (viii) BTC or ETH account address of the User from which the User has transferred the purchase price of the purchased Tokens. In addition the User shall be obliged and undertakes to provide to Company

information about the origin of the funds, which the User contributes to the Company.

- c. In case of a User that is a legal person, the following details will be requested and shall be provided: (i) name and registry code of the legal person; (ii) postal address; (iii) area of activity; (iv) contact phone number; (v) details of the ultimate beneficial owner and representative; (v) except from the respective commercial register providing information about the current legal status and the owners and representatives;

If the requirements of the previous condition precedents have not been met the Company shall be entitled in its sole discretion to postpone the distribution of the Tokens to the User until fulfilment of the condition precedent's requirements and/or refund all amounts received from the User.

### **13. Disclaimer.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY COMPANY, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, (B) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SALE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE BUYER ACCEPTS AGREES AND ACKNOWLEDGES THE SAME

### **14. Limitations of Liability.**

IN NO EVENT SHALL COMPANY, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WARRANTIES AND REPRESENTATIONS OF THE BUYER UNDER CLAUSE 6 ABOVE, THE TOKENS, THE BERYL APP, THE COMPANY SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

### **15. Indemnification.**

User agrees to indemnify and hold Company, its affiliates and Service Providers, and each of their respective officers, directors, agents, joint venturers, employees and

representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (i) User's breach of this Agreement, (ii) User's use of the Tokens (iii) User's use of Beryl App and/or Company's services, or (iii) User's violation of any law, rule or regulation, or the rights of any third party.

## 16. Miscellaneous

- a. Unless otherwise stated herein, these Terms only govern your purchase of XBR tokens from the Company during the Token Sale Process.
- b. No other document or communication may modify or add any additional obligations or covenants to the Company beyond those set forth in this document and the Smart Contract System.
- c. The User agrees that if any portion of these Terms is found illegal or unenforceable, 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 Terms, which shall continue to be in full force and effect.
- d. The Company shall have the right at any time without a reason to unilaterally cancel the sale of the Tokens with immediate effect and refund the User if the User has breached any of User's warrants or representations hereunder or if the User occurs to be US, China, South Korea or Singapore person by residency or citizenship, or if the Company in its sole discretion finds appropriate to do so.
- e. These Terms govern the purchase, allocation, ownership and use of XBR and supersede any public statements about the XBR Token Sale and/or the Project made by anyone in the past, present and future.
- f. Any notice required or permitted by these Terms will be deemed sufficient when delivered personally or by courier to the relevant address, or sent by email to the email address provided initially by the User.
- g. Company shall have the right to modify these Terms by providing you written notice of such modification, if Company reasonably believes that such amendment or modification is necessary to comply with changes in applicable laws or regulations or the regulatory environment. Company shall deliver such written notice to the email address you initially provided.
- h. In the event of a Disruption Event, Company shall have the right to suspend the Token Sale. If Company elects to suspend the Token Sale, Company will publicly announce the suspension as soon as reasonably practicable and, prior to resuming the Token Sale, Company will announce the resumption publicly as soon as reasonably practicable. A "Disruption Event" means (i) any event or occurrence that causes a disruption in the functionality of the Ethereum network where such disruption has a material adverse effect on the processing time for Ethereum network transactions, or (ii) a change in the price of ETH of twenty percent (20%) or

more in any twenty four (24) hour period, or (iii) any failure by the User to provide to the Company any information required by the Company that may be necessary for the allocation of the Tokens, or (iv) any hack or other malicious attack against the dashboard, the Tokens, Smart Contract System, the Ecosystem or the wallets where the ETH or BTC transferred by the Users have been transferred, deposited or saved. In case of suspension due to a Disruption Event the Company shall not be held responsible or liable for any breach of any of Company's undertakings hereunder.

- i. This Agreement shall be governed by and construed in accordance with the Bulgarian laws, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Sofia City Court shall have sole jurisdiction with respect to any dispute arising out of or in connection with this agreement.

I, the User, accept and agree to all terms and conditions set here above.