

## Terms of Use

### **General**

By accessing and using website <https://cryptaur.com/home/> (hereinafter referred to as “the Website”), you agree to bind Yourself to these Terms and conditions, which are considered as legal agreement between you individually and Prooftech Limited (hereinafter referred to as the “Company” or “we”).

Therefore, please read them carefully before starting using the Website. If you do not agree to all of the terms set out herein without limitation and exclusions, please do not use this Website neither any information, links or content contained on this Website. Starting using this Website shall constitute your acceptance of the Terms and agreement to abide by each of the terms set forth herein and to the terms of our Privacy Policy if/when these are adopted as separate document (hereinafter collectively Terms of Use and Privacy Policy referred to as – “the Terms”) .

In view of above said, please exit this Website and do not use any information, content, links provided on the Website, If you do not agree to the Terms.

Please note the Terms may be modified, changed, supplemented or updated from time to time in sole discretion of Cryptaur, We will notify you of any such changes by posting the revised Terms on the Website. Therefore we suggest that you visit the Website periodically for being able to keep up with the changes. All changes shall be effective upon posting. Your continued use of the Website (after any change to the Terms) constitutes your agreement to be bound by any such changes. However, if you do not agree to revised Terms, - you must stop using the Website and any information, links or content contained on the Website

Also, Cryptaur may terminate, suspend, change, or restrict access to all or any part of the Website without notice or liability.

You shall not use this Website, purchase/holding CPTs if there are applicable legal restrictions in your country of residence or domicile. It is your sole responsibility in ensuring that that your usage of this Website, purchase/holding CPTs is not prohibited under the applicable legal restrictions in your country of residence or domicile.

You shall not use this Website and shall not be eligible to, and thus shall not make any purchases/hold CPTs under these Terms if you are a:

- (i) citizen, resident (tax or otherwise) or green card holder of the United States of America or a citizen, or if you have a primary residence or domicile in the United States of America, including Puerto Rico, the United States Virgin Islands and any other possessions of the United States of America;
- (ii) citizen or resident (tax or otherwise) of the Republic of Singapore; or
- (iii) citizen or resident (tax or otherwise) of the Hong Kong Special Administrative Region of the People’s Republic of China.

(iv) you are of sufficient age (minimum 18 years of age) to participate sale of cryptographic tokens in line with Terms provided herein and have full capacity of civil conduct under the laws of the jurisdiction where you are domiciled.

### **Description of CPT and related rights**

CPTs (Cryptaur Tokens) are not currency issued by any central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit . CPTs are not shares of Cryptaur and do not represent ownership interests or grant ownership, control, voting rights. CPTs do not grant any rights to acquire any shares in the future or receive a share of Cryptaur or any other entity's profit. CPTs are not investment securities and does not involve issuance of any fiat currency, neither kind of securities, financial derivative instrument or other kind of investment certificate.

CPTs are not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and does not necessarily have market prices.

CPTs are cryptographic utility tokens created to access of Cryptaur/its partners' products and services and benefits associated with it. However Cryptaur doesn't guarantee its future values and is not responsible for, nor does it pursue the circulation and trading of CPTs on the market.

Trading of Cryptaur Tokens merely depends on the consensus on its value between the relevant market participants, and no one is obliged to purchase CPT from any CPT holder. Accordingly, Cryptaur cannot ensure that there will be any demand or market for Cryptaur Tokens, or that the price at which CPT holders have purchase their CPT is indicative of the market price of CPT after they have been made available for trading on a cryptocurrency exchange (s).

You cannot expect profit from CPTs and shall have no expectations of profit from the future success of Cryptaur business. We are not required to consult with you regarding any activities and/or decisions of Cryptaur. You will not have any influence in the development or governance of Cryptaur.

Holding CPT does not entitle you to any intellectual property rights in regard to Cryptaur, its products and services.

### **Use of Website, Availability**

Whether You choose to participate on the Website as purchaser/ owner of the CPT tokens or in an other manner, You will receive disclosures, notices, documents and information (hereinafter referred to as "Communications") as required/decided by Cryptaur. You hereby acknowledge and agree that that all our Communication and Communication of our partners, that is related to the Website and/or CPT tokens, their usage in other projects and/or otherwise, may be placed on the Website or sent to e-mails delivered by You while registering on the Website through specially designed Login/register reference on the Website. We may discontinue electronic communication as it is descried above at any time at our sole decision.

Your hereby provide Your consent to receive Communications and do business electronically. This consent applies to all of your interactions and transactions to which such Communications relate.

You agree to keep us informed of any changes in the telephone number, email and mailing address you provide to us so that you could continue to receive all Communications. You can contact us by email at support@Cryptaur.com.

This Website is not intended for use/distribution by any person or entity in any jurisdiction or country where use would be contrary to applicable law or regulation. By using or offering this Website and its content no distribution or solicitation is made by Cryptaur to any person to use this Website or its content in jurisdictions where the provision this Website or its content is prohibited by law.

### **Third Party Content**

We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (hereinafter collectively referred to as the “Third-Party Content”). We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to our Website nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

### **CRYPTAUR PLATFORM AND RELATED RISKS**

Cryptaur ecosystem which is describes in smart book (hereinafter referred to as “the Platform) is the main product to which CPTs are related.

The financial technology and cryptocurrency industries and the markets in which Cryptaur competes have grown rapidly and continue to evolve in response to new technological advances, changing business models and other factors. As a result of this constantly changing environment, Cryptaur may face operational difficulties in adjusting to the changes.

Cryptaur business also relies on its Blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, Blockchain technology and smart contract technology, and to manage technical support infrastructure for the Cryptaur Platform effectively, Cryptaur will need to continue to upgrade and improve its data systems and other operational systems, procedures and controls. These upgrades and improvements will require a dedication of resources, are likely to be complex and increasingly rely on hosted computer services from third parties that we do not control. If we are unable to adapt our systems and organisation in a timely, efficient and cost-effective manner to accommodate changing circumstances, our business, financial condition and results of operations may be adversely affected. If the third parties whom we rely on are subject to a security breach or otherwise suffer disruptions that impact the services we utilise, the integrity and availability of internal information could be compromised, which may consequently cause the loss of confidential or proprietary information, and economic loss. The loss of

financial, labour or other resources, and any other adverse effect on Cryptaur's business, financial condition and operations, would have a direct adverse effect on Cryptaur ability to maintain Cryptaur Platform.

We, Cryptaur, may also experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect the infrastructure network, and/or the Cryptaur Platform.

We are not able to anticipate when there would be occurrences of hacks, cyber-attacks, distributed denials of service or errors, vulnerabilities or defects in the Cryptaur Platform, CPTs, the accounts or the wallets, or any smart contract technology on which the Cryptaur Platform, CPTs, the accounts and the wallets, or on the Ethereum Blockchain or any other Blockchain.

Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. We may not be able to detect such hacks, cyber-attacks, distributed denials of service, errors, vulnerabilities or defects in a timely manner, and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.

Cryptaur network or services, which would include the Cryptaur Platform could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of our services, such as disruptions caused by software viruses or attacks by unauthorised users, some of which are beyond our control. Further, cryptography is evolving and advances in cryptography such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems. Cryptaur may be prone to attacks on its infrastructure intended to steal information about its technology, financial data or user information or take other actions that would be damaging to Cryptaur, users of the Cryptaur Platform, holders of CPTs. Any significant breach of Cryptaur security measures or other disruptions resulting in a compromise of the usability, stability and security of Cryptaur network or services (including the Cryptaur Platform, CPTs) may also adversely affect the trading price of CPTs.

Cryptaur infrastructure network is in part established through servers that which it owns and houses at the location facilities of third parties, and servers that it rents at data center facilities of third parties. If we are unable to renew its data facility lease on commercially reasonable terms or at all, we may be required to transfer our servers to a new data center facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third party providers of such facilities may suffer a breach of security as a result of third party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorised access to the data in such servers. As techniques used to obtain unauthorised access to, or to sabotage systems change frequently and generally are not recognized until launched against a target, Cryptaur and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures. Any such security breaches or damages which occur which impacts upon Cryptaur infrastructure network and/or the Cryptaur Platform may adversely impact the trading price of CPTs.

General global market and economic conditions may have an adverse impact on Cryptaur operating performance, results of operations.

Cryptaur development and/or CPTs may be affected by newly implemented regulations

Cryptocurrency trading is generally unregulated worldwide, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern cryptocurrency or cryptocurrency markets. Cryptaur or CPTs may be affected by newly implemented regulations relating to cryptocurrencies or cryptocurrency markets, including having to take measures to comply with such regulations, or having to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost and may also require substantial modifications to the Cryptaur Platform.

This may impact the appeal of the Cryptaur Platform for users and result in decreased usage of the Cryptaur Platform. Further, should the costs (financial or otherwise) of complying with such newly implemented regulations exceed a certain threshold, maintaining the Cryptaur Platform may no longer be commercially viable and the Cryptaur may opt to discontinue the Cryptaur Platform and/or Cryptaur Tokens. Further, it is difficult to predict how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting distributed ledger technology and its applications, including the Cryptaur Platform and CPTs.

Cryptaur may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. In scenarios such as the foregoing, the trading price of Cryptaur Tokens will be adversely affected or Cryptaur Tokens may cease to be traded.

There may be unanticipated risks arising from CPTs and or Cryptaur Platform.

Cryptographic tokens such as CPTs are a relatively new and dynamic technology. In addition to the risks provided herein, there are other risks associated with your purchase, holding and use of CPTs, including those that Cryptaur cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed herein.

## **ACCOUNT AND WALLET REGISTRATION**

For the purposes of your purchase and payment of CPTs in the Cryptaur Token Sale You had to register on the Website and create Your individual User account (“Account”). You may also register on the Website and create individual User account after Token Sale as well.

Each Account includes a login name/surname and a password. You represent and warrant that all information provided during registration as a User are true, complete, accurate, not misleading do not breach or infringe the intellectual property rights of any third party .on the time You are registering as a User and that you will update such information in order to keep it current. It is strictly prohibited to include information in your profile that suggests that you are another person than you are indeed or that

misleads Cryptaur or any of Website user. You also acknowledge and agree that Cryptaur may remove/reclaim/close your Account at any time if We in its absolute discretion considers such action appropriate. You hereby expressly undertake to be solely responsible for the use of your Account, including your login username and password, and further undertake to keep your Account information private and to immediately notify Cryptaur of any modification to your Account or any unauthorized Account activity that you may become aware of.

You represent and warrant that your use of your Account, your Ethereum Smart Contract and your Wallet is at your own discretion and in compliance with all applicable laws, regulations and/or rules in all applicable jurisdictions.

You undertake to maintain and safe-keep your Account in a secure manner by ensuring that your passwords, private key pairs, personal identification numbers and any other codes or keys that you use to access and use your Account (“Keys”).

**IF YOU LOSE ACCESS TO YOUR ACCOUNT OR WALLET OR YOUR KEYS AND YOU HAVE NOT SEPARATELY STORED A BACKUP OF YOUR WALLET AND KEYS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE AWARE THAT NO BACKUP IS STORED BY US, AND ANY CPTs YOU HAVE ASSOCIATED WITH THAT WALLET WILL BECOME INACCESSIBLE.**

You acknowledge and agree that all transaction requests are irreversible. The authors of the Software, Cryptaur, the officers, employees, agents and affiliates of Cryptaur and/or the copyright holders of the Software cannot retrieve your Keys if you lose or forget them and cannot guarantee transaction confirmation as they may not have control over the Website or CPTs network.

The Wallet created upon your successful registration is a software (“Software”) which functions as a free, open source, digital wallet, and does not constitute an account where the Cryptaur or other third parties serve as financial intermediaries or custodians of your CPTs. **YOU REMAIN SOLELY RESPONSIBLE FOR YOUR WALLET, YOUR ACCOUNT (INCLUDING YOUR ETHEREUM SMART CONTRACT), YOUR CRYPTAUR TOKENS AND YOUR KEYS.**

**THE SOFTWARE IS PROVIDED "AS IS", “WHERE IS” BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OF THE SOFTWARE, CRYPTAUR, THE OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES OF CRYPTAUR AND/OR THE COPYRIGHT HOLDERS OF THE SOFTWARE BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.**

**IN NO EVENT WILL CRYPTAUR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR**

PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event of any loss, liability (whether towards third parties or otherwise), hack or theft of CPTs from any of your Wallet or your Ethereum Smart Contract, you acknowledge and confirm that you shall have no right(s), claim(s) or causes of action in any way whatsoever against the Cryptaur.

You may deactivate your Account, at any time and for any reason, by sending an email request to support@Cryptaur.com.

We may restrict, suspend, or terminate your use of and registration of your Account at any time if we determine, in our sole discretion, that you have violated any of the terms of these Terms and Conditions, or for any other or no reason without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

You also understand and acknowledge that if you delete your account, or if we terminate and/or delete your Account in accordance with these terms, you may lose access to any data previously associated with your Account.

### **Aggregate Information**

We may gather information and statistics collectively about all visitors to this Website which may include the information supplied by you. This information helps us to design and arrange our Web pages in a user-friendly manner and to continually improve our Website to better meet the needs of our Website users. We may share this kind of aggregate data with selected third parties to assist with these purposes.

Your personal data that you provide while registering Your Account will be used to provide You the services provided in relation to the Website/Cryptaur Platform. Cryptaur commits to protect your personal data and disclose it only when it is necessary to execute these Terms or obligations under applicable law. You expressly authorize Cryptaur to store, process, use and transmit to third parties the information required to execute Terms. You confirm that you have entered correct data about yourself in every required form. You shall bear any losses that occur regarding to the submission of invalid/incorrect data.

Cryptaur may use your personal data for direct marketing purposes and or Communications as these are described in paragraph "Use of Website, Availability". You can withdraw the above consent at any time by sending email to support@ Cryptaur.com.

Cryptaur may at any time in its own discretion adopt a separate Privacy Policy and when that happens you must agree with that Privacy Policy.

## **Intellectual Property**

Cryptaur retain all right, title and interest in and to this Website and its products and services, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on our Website and nothing on this Website may be copied, imitated or used, in whole or in part, without our or the applicable licensor's prior written permission. Cryptaur reserves all rights not expressly granted.

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You may only access, use and print the information and material on this Website for non-commercial or personal use provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices.

You must not otherwise reproduce, adapt, store, transmit, distribute, print, display, commercialize, publish or create derivative works from any part of the content, format or design of this Website. You also may not, without Cryptaur's express written permission, "mirror" any material contained on this Website.

If you seek to reproduce or otherwise use the content on this Website in any way it is your responsibility to obtain approval from us for such use. Nothing in these terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Cryptaur.

The URLs representing the Website, Cryptaur logo and all related logos (collectively the "Trademarks") are trademarks or service marks of Cryptaur. Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks displayed on this Website, without our prior written permission of Cryptaur. You may not use, copy, display, distribute, modify or reproduce any of the trademarks found on the Website unless in accordance with written authorization by Cryptaur.

## **Representations, warranties and undertakings**

By accepting these Terms, you represent and warrant to Cryptaur that:

- (a) you acknowledge and agree CPTs, are not to be construed, interpreted, classified or treated as:
  - (i) any kind of currency other than cryptocurrency;
  - (ii) debentures, stocks or shares issued by Cryptaur;
  - (iii) rights, options or derivatives in respect of such debentures, stocks or shares;



- (iv) 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;
  - (v) units in a collective investment scheme;
  - (vi) units in a business trust;
  - (vii) derivatives of units in a business trust; or
  - (viii) any other security or class of securities,
- (b) you acknowledge and agree that CPTs, are not intended to constitute securities in any jurisdiction and these Terms do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities;
- (c) you acknowledge that no regulatory authority has examined or approved of these Terms, no such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- (d) you have read and understood all of these Terms;
- (e) you are not a person falling within any of the categories as set out in paragraph “General” above;
- (f) you have full power and capacity to accept these Terms and perform all your obligations hereunder and in the case where you are accepting these Terms on behalf of a corporation:
- (g) such corporation is duly incorporated and validly existing under the applicable laws; and
- (h) you are duly authorised to accept these Terms and procure the performance of obligations hereunder;
- (i) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies including CPTs, cryptocurrency wallets or other related token storage mechanisms, Blockchain technology and smart contract technology;
- (j) you are fully aware of and understand the risks associated with the CPTs, Cryptaur Smartbook, the Cryptaur Platform, the Website and your purchase/holding of CPTs , including but not limited to the risks set out herein;
- (k) these Terms constitute legal, valid and binding obligations on you, enforceable in accordance with its terms and your purchase, receipt, holding, use, sale, transfer or otherwise of CPTs, or use of the Website and your Account is not in breach or contravention of any applicable law, regulation or rule in your jurisdiction;
- (l) you are not a citizen or resident of any jurisdiction in which the purchase, receipt and holding of CPTs is prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any applicable law, regulation or rule, and in particular you do not fall within the categories of persons who are not eligible under paragraph “General”;
- (m) no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction (the “Approvals”) is required on your

part in connection with your purchase of CPTs, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect;

(n) the funds to be used for payment for your purchase have not been obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule or other illegal or unethical sources;

(o) you have sufficient funds to fulfil your obligations under these Terms and the funds that you will use to purchase CPTs are legitimately owned by you and will not breach or infringe any money-laundering provisions in any way in any jurisdiction;

(p) CPTs to be delivered to and received by you will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;

(q) you are purchasing CPTs as principal and for your own benefit and you are not acting on the instructions of, or as nominee or agent for or on behalf of any other person; and

(r) You shall not to misrepresent or in any way make damage to Cryptaur team, project and/or the Website. You shall not use Cryptaur logo or any image, texts and links in any way which could dilute the identity of such logo, image, text and links or could cause confusion to the public. You shall also not to promote Cryptaur project, team, websites that make available or promote sexually explicit material, violence, piracy or pirated materials, or sites that promote discrimination based on race, sex, religion, national origin, or physical disability or sites that promote illegal activities, or otherwise might damage reputation of Cryptaur team, project and/or website.

(s) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your acceptance of these Terms to the time of receipt by you of CPTs and/or any refund pursuant to these Terms.

By accepting these Terms and purchasing/holding CPTs, you hereby undertake to waive the right to initiate or participate in any class action lawsuit or class-wide arbitration Cryptaur or any other person or entity related to it.

You acknowledge and agree that in no way shall Cryptaur be deemed a partner, employer or agent of you or to be providing any financial services to you at any time.

Cryptaur does not make, and hereby disclaims, any representation or warranty in any form whatsoever, express or implied, including any representation or warranty in relation to the information set out on the Website or any other place, CPTs, Cryptaur Smartbook, the Cryptaur Platform, CPTs purchase /holding.

## **Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the “block.one Parties”) from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your access to or use of our Website, products or services; (ii) your User Content; (iii) any Feedback you provide; or (iv) your violation of these Terms.

We reserve the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Cryptaur.

## **Termination**

These Terms are effective until terminated by Cryptaur. Cryptaur may terminate this Terms at any time without notice, or suspend or terminate your access and use of the Website at any time, with or without cause, in Cryptaur's absolute discretion and without notice.

## **Disclaimer**

THIS WEBSITE AND ALL INFORMATION, PRODUCTS AND SERVICES PROVIDED THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES WHATSOEVER OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES REGARDING THE ACCURACY, CURRENCY, COMPLETENESS, ADEQUACY, AVAILABILITY, SUITABILITY OR OPERATION OF THIS WEBSITE, ANY PRODUCTS OR SERVICES WE MAY PROVIDE THROUGH IT OR THE INFORMATION OR MATERIAL IT CONTAINS.

To the maximum extent permitted by law, Cryptaur shall not be responsible or liable for any claims, damages, liabilities, losses, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special (including damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses) arising out of or in connection with::

- (a) any loss, liability, cost, expense or damage suffered or incurred arising out of or in connection with any access to or use of this Website or any of its content;
- (b) any reliance on, or decision made on the basis of, information or material shown on or omitted from this Website;
- (d) any matter affecting this Website or any of its content caused by circumstances beyond our reasonable control;
- (e) the performance of this Website and any fault, delays, interruptions or lack of availability of this Website and any of the services or products provided through this Website, which may occur due to increased usage of this Website, intermittent failures of this Website or the need for repairs, maintenance or the introduction of new facilities, products or services; and
- (f) any information or material on any website operated by a third party which may be accessed from this website.
- (g) any provision of or failure to provide services provided on this website or any links on our website;
- (h) any information available from this website;
- (i) any conduct or content of any third party;
- (j) use or inability to use by any party of the content, the Website or any third party site to which this Website is linked, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure;

(k) unauthorized access, use or alteration of the transmission of data or content to or from us; or  
(l) the failure to receive in any way the transmission of any data, content, funds or property from you.

In no circumstances will the aggregate liability of the block.one parties arising under these terms exceed \$5.00 usd.

## **General**

These terms are governed by the laws of the British Virgin Islands. All claims arising out of or relating to these terms will be litigated exclusively in the courts of British Virgin Islands and we and you consent to personal jurisdiction in those courts. Jurisdiction of the United States of America (including all territories of this country) is specifically excluded from this Agreement.

Cryptaur reserves the right to change the jurisdiction at any time in its own discretion, as well as use any companies for execution of these Terms, Cryptaur products and services and other activities related to Cryptaur business.

These terms control the relationship between us and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable and this will not affect any other terms contained herein.

If you have any questions regarding these terms, please contact us at [support@Cryptaur.com](mailto:support@Cryptaur.com).