

# Terms of Token Sale

## 5/5/18

Last Updated: 5/5/18 PLEASE READ THESE TERMS OF TOKEN SALE (THE "TERMS") CAREFULLY. THESE TERMS GOVERN YOUR PURCHASE OF TOKENS DURING THE SALE PERIOD AND YOUR ACCESS TO AND USE OF OUR WEBSITE OR "PLATFORM," MOBILE APPLICATIONS AND ANY OTHER ONLINE SERVICES ("SERVICES," AS DEFINED BELOW) PROVIDED BY THE CREDITCOIN FOUNDATION OR ITS LEGAL AFFILIATES, INCLUDING ANY CONTENT, FUNCTIONALITY, FEATURES AND APPLICATIONS OFFERED ON OR THROUGH THE SERVICES TO YOU AS A GUEST. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE TOKENS OR USE THE SERVICES. IF YOU VIOLATE THESE TERMS IN ANY MANNER, YOUR RIGHT TO ACCESS OR USE THE SERVICES SHALL BE TERMINATED. YOU AGREE AND CERTIFY THAT, IF YOU CHOOSE TO PURCHASE TOKENS DURING THE TOKEN SALE, YOU WILL PURCHASE TOKENS ONLY FOR YOUR OWN PERSONAL USE AND UTILITY, TO PARTICIPATE ON THE PLATFORM AND NOT FOR INVESTMENT, DISTRIBUTION OR OTHER FINANCIAL PURPOSES. YOU UNDERSTAND AND AGREE THAT TOKENS ARE NOT A SECURITY AND YOU ACKNOWLEDGE THAT TOKENS MAY LOSE ALL VALUE. Tokens are a cryptographic token to be used on the Flatlay and Creditcoin platforms. If you do not understand any of the concepts outlined in the White Paper, these Terms, the Platform Terms of Use, the Privacy Policy or in any other Terms and Policies, please contact us at support@theflatlay.com. By agreeing to these Terms you affirm that you understand and agree with all concepts described in the above-specified documents to your satisfaction. Your purchase of Ethereum-based Creditcoin ("CCOIN") tokens (referred to herein as "CCOIN Tokens" or "Tokens") during the Token sale period (comprised of the Public Presale Period, the Invitation- Only Presale Period and the Public Sale Period, as defined in these Terms governing the sale of CCOIN Tokens and collectively referred to as the "Sale Period") from Creditcoin Foundation, a Swiss non-profit foundation ("CCOIN," "we," "us," "our"), is subject to these Terms (as amended and as provided herein, "Terms"). Each of you and CCOIN is a "Party," and together the "Parties." These Terms take effect when you (1) click an "I Agree" button, check box or other indicator of agreement presented with these Terms or, (2) through your use of the Services, such as by interacting with our website, and they may be altered from time to time as provided herein, at our sole discretion. By purchasing Tokens from us during the Sale Period or by using the Services, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at support@theflatlay.com. Please see our Privacy Policy, located at <https://flat-lay.com/privacy> for information and disclosures relating to the collection and use of your Personal Information on Flatlay, as defined therein,

and any other data in connection with your use of the Services. The Privacy Policy is incorporated by reference into these Terms. These Terms, our Privacy Policy <https://flat-lay.com/privacy> and the Terms of Use <https://flat-lay.com/terms> govern your use of and access to the Services (collectively, the “Terms and Policies”). You and CCOIN agree as follows:

- Purpose and Use of Tokens** The Tokens will be sold to eligible Token purchasers during the Sale Period only. It is in CCOIN’s sole discretion to decide whether or not a potential purchaser will be eligible to purchase Tokens. The purpose of the Tokens is to facilitate your use of the Services, including your ability to purchase and use Creditcoin tokens in a decentralized, global peer-to-peer marketplace and obtain other information via the Platform and Services allowing contributions and access to the Flatlay platform, website, data, mobile applications and any other services (collectively, the “Services”). Specifically, Tokens are intended to be used on the Flatlay and Creditcoin platform (“Platform”) to facilitate the global shift to a token based affiliate and content marketing network. Important additional details regarding the Services and our purpose are in the White Paper. The information contained in the White Paper and on [www.cointoken.io](http://www.cointoken.io) is of a descriptive nature only, is not binding and – unless explicitly referred to herein – does not form part of these Terms. The Creditcoin Platform may be operated and maintained by third parties. As we have no ability to control third parties’ use of the Platform, our responsibility or liability for the Platform is limited. The Tokens do not confer any rights other than rights relating to the provision and receipt of Services and your use of the Platform, subject to limitations and conditions in applicable Terms and Policies.
- Principles and Disclosures Regarding the Sale** When purchasing Tokens, you will transfer Ether (“ETH”), Bitcoin (“BTC”) or other cryptocurrency converted into ETH (collectively referred to hereinafter as “Cryptocurrency”) via <https://Tokensale.cointoken.io> to the unique Token wallet deposit address provided to you during the Sale Period (the “Wallet”). You understand and accept that while the individuals and entities, including the Flatlay team, assigned to this task, will make reasonable efforts to continue to further develop the Creditcoin Platform, it is possible that such development may fail and your Tokens may become useless and/or valueless due to technical, commercial, regulatory or any other reasons. You are also aware of the risk that even if all or parts of the Platform or Services are released in full or in parts, due to a lack of public interest, the Platform or Services could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of Cryptocurrency to the relevant Wallet and the creation of Tokens carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created Tokens, if any, and attributed features of the Platform and Services). You furthermore understand and accept that – as the creation of the Tokens as well as the assignment of the Tokens, and the execution of the Platform and Services are networked– the terms and conditions applicable thereon are set forth in the Platform code, consisting of multiple interconnected software codes, existing on the Ethereum blockchain, or other blockchain (as determined by the Creditcoin foundation) as set forth on the website: [www.cointoken.io](http://www.cointoken.io) (“Platform Code”). Specifically, CCOIN reserves the right to migrate from the Ethereum protocol to a future protocol that may or may not currently exist, for any reason. Tokens issued and outstanding will be exchanged on an equal basis, if the revised protocol requires the underlying token protocol to be different from the currently utilized Ethereum protocol. To the extent the Terms contained herein or in any other document or communication contradict the ones set forth in these Terms, the

Terms shall prevail. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to the Tokens or publisher of these Terms or developer of the Services and/or any other person, entity and/or affiliates involved with the deployment of the Services and the setting up of the Platform beyond those set forth in these Terms. By transferring Cryptocurrency to the relevant Wallet you expressly agree to these Terms in their entirety. You further confirm to have carefully reviewed the terms and conditions set forth in this document and to fully understand the risks and costs of creating Tokens and making a contribution of such for the development of the Platform and delivery of the Services. 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 is a description of the functionality of the Platform and Services. By transferring Cryptocurrency to the relevant Wallet, and/or receiving Tokens, no form of partnership, joint venture, agency or any similar relationship between you and CCOIN and/or other individuals or entities involved with the deployment of the Services and the setting up of the Platform is created. Your contribution to the Platform will not involve any fiat currencies and will strictly be done in Cryptocurrency.

### 3. Cancellation; Refusal of Purchase Requests

Your purchase of Tokens from us during the Sale Period is final, and there are no refunds or cancellations except (i) as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion. We will provide you web-based support only, in our sole discretion, which support may include email, web forums, and knowledge-based support. We will not provide telephone or live support. Our support email is [support@theflatlay.com](mailto:support@theflatlay.com).

### 4. Token Sale Procedures and Specifications

#### Contribution. ¥ Accepted Tokens.

Only CCOIN Tokens are accepted on the Platform and Services. The Platform and Services do not accept any other type of token. Other than Cryptocurrency as defined above, any other type of token or cryptocurrency sent to the contract address to purchase Tokens may not be recoverable.

#### ¥ Presale and Sale Periods.

##### □ Invitation-Only Presale Period:

Cryptocurrency can be contributed to a contract address for an initial period on an invitation-only basis, beginning on January 1st 2018 and continuing until the earlier of (i) March 1st, 2018 or (ii) when 35,000,000 Tokens have been purchased (the "Invitation- Only Presale Period").

##### □ Public Sale Period:

Cryptocurrency can be contributed to a Wallet beginning on March 1st 2018 8AM PST and ending (i) March 31st 2018 12PM PST. Once the Public Sale Period ceases, CCOIN will provide you notice via email or the CCOIN Site, and no additional Cryptocurrency added to a Wallet will be credited towards Tokens.

#### ¥ Token Pools.

During the Presale Period, a maximum amount of [70,000,000] Tokens offered for the sale periods. The amount of Tokens created during the Public Sale Period will depend primarily on the amount contributed during the Invitation Only Presale Period and Public Presale Period. 1400\* Tokens will be issued per 1.00 ETH equivalent received in acceptable contributions, 14000\* Tokens will be issued per 1.00 BTC equivalent received in acceptable contributions. \*Subject to Changes in market price for ETH and BTC. The above are reference points. Use only the Original Smart Contracts. Only CCOIN, at <https://tokensale.cointoken.io/> will issue Tokens during the Sale Period. Access to this smart contract will be available through the CCOIN Site at <https://cointoken.io>. To the extent that any third party website, service or smart contract offers Tokens during the Sale Period or facilitates the sale or transfer of Tokens in any way during the Sale Period or at any time up to the release of the Tokens, such third-party websites or services are, unless explicitly mentioned on

the CCOIN Site not authorized by CCOIN and have no relationship in any way with CCOIN or Creditcoin Tokens, and such Tokens may be invalid. Transferability of Tokens During the Sale Period; Issuance Period. Any and all Tokens will not be transferable until 20 days after the Sale Period, or while technical preparations are being made for issuance as set forth on <https://Cointoken.io>. Excluded Contributions. The only acceptable payment is Cryptocurrency during the Token Sale. Any type of payment not converted through the CCOIN site, will not be accepted. [You are advised NOT to send any cryptocurrency from exchanges like Coinbase, Poloniex or Kraken. In addition, DO NOT make use of any multi-signature wallet as we will not support them and your transaction will not be accepted. By doing so your Cryptocurrency may be permanently lost, and the Tokens may not be created.] Delivery. After completion of the Token Sale, the account you used to purchase Tokens will be credited with the appropriate number of Tokens from the total amount of Tokens you purchased during the Token Sale (the "Resulting Distribution"). All deliveries from the Resulting Distribution will be made electronically. Deliveries will be made directly to the account, address or wallet associated with your Token purchase. Third Party Payment Processor. If you purchase Cryptocurrency, or acquire Cryptocurrency using a third-party payment processor (e.g., ShapeShift, YUNBI, Gatecoin), that payment processor is your agent, not ours, for the purpose of the payment and purchase. You, not we, are responsible for ensuring that we actually receive the appropriate amount of Cryptocurrency. We are not responsible for any loss of funds due to the use of a third-party payment processor. • Pricing: Tokens are only for use in connection with the Platform and Services and only constitute a transferable representation of attributed functions of the Platform and Services. 5. Taxes The purchase price that you pay for Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or other tax arising from your purchase of Tokens. The ownership of Creditcoin Tokens may fall under existing and/or new and unprecedented taxation laws that will erode the benefits of Creditcoin Tokens. The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements. New or future changes to U.S. and non-U.S. tax laws could also adversely affect us and could affect our ability to develop and/or maintain the Platform. With respect to virtual currency, the Internal Revenue Service has issued guidance through Notice 2014- 21, which describes how existing general tax principles apply to transactions using virtual currency. Such guidance may or may not assist a prospective Token purchaser or user in determining the tax characterization of Tokens. Prior to acquiring Tokens, you should consult with your own investment, legal, tax and/or accounting advisors and/or other consultants to determine the potential tax consequences of Token acquisition whether through purchase or Platform interaction. 6. Acknowledgement and Assumption of Risks You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens, and using Tokens for providing or receiving Services, as disclosed and explained in the Risk Disclosures Section 25 below. You assume these risks. If you have any questions regarding these risks, please contact us at [support@theflatlay.com](mailto:support@theflatlay.com) BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE

RISKS. 7. Scope of Terms Unless otherwise stated herein, these Terms govern only your use of Tokens in connection with the Services. We may add new terms or policies to these Terms in our sole discretion, and may update these Terms from time to time according to the modification procedures set forth herein. Your use of the Services constitutes your acknowledgement that you have read and understand these Terms as well as the Privacy Policy, the Risk Disclosures (set forth in these Terms) as well as the White Paper and will regularly check for updates to these documents on [www.cointoken.io](http://www.cointoken.io) or any other channels we make available (the "CCOIN Site"), and will read and be bound by any updates. It is your responsibility to check these Terms and the Privacy Policy posted on the TCF Site and/or the Platform periodically so that you are aware of any changes, as they are binding on you. By using the Services, you represent and warrant that you are of legal age to form a binding contract with CCOIN and meet all of the eligibility requirements in these Terms.

8. Prohibited Uses You agree not to use or access any of the Services: ¥ In any way that violates any applicable federal, state, local, or international law, rule, or regulation (including, without limitation, any intellectual property laws or laws regarding sanctions or the export of data or software to and from the US or other countries). ¥ To post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming or intimidating people or entities. ¥ To attempt to deceive or exploit anyone in any way, such as by exposing them to inappropriate content, asking for personally identifiable information, including, without limitation, your or any other person's social security or alternate national identity numbers, non-public phone numbers or non-public email addresses. ¥ To create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any "junk mail," "chain letters," "spam" or any other similar solicitation. ¥ To impersonate, attempt to impersonate, or falsely imply that you are associated with CCOIN, a CCOIN or Flatlay employee, CCOIN's & Flatlay's URLs or domain names, another user, or any other person or entity (including, without limitation, by using email addresses, screen names, pictures, icons, avatars or usernames associated with any of the foregoing). ¥ Use the Services in any manner that could disable, alter, overburden, damage, or impair them or engage in any other conduct that restricts or interferes with any other party's use, which, as determined by us, may harm CCOIN or users of the Services and expose them to liability, including but not limited to by transmitting any worms, viruses, spyware, malware or any other code of a destructive, malicious, intrusive, or disruptive nature. ¥ To circumvent or disable any content protection system or digital rights management technology used with any Service; decompile, reverse engineer, disassemble or otherwise reduce any Services to a human-readable form; remove identification, or other proprietary notices; or access or use any Services in an unlawful or unauthorized manner or in a manner that suggests an association with our products, services or brands. ¥ To create accounts or access data (including user information) through unauthorized means, by using an automated device, caching, script, bot, spider, crawler or scraper or any other unauthorized method.

9. Token Sale Representations and Warranties The following relate to your use of the Platform and Services for the purchase of Tokens. Representations and warranties regarding use of the Services also are included in our Terms of Use, available at <https://www.cointoken.io/TOS> By using the Platform and Services to purchase Tokens, you represent and warrant that: ¥

You are agreeing to participate in the CCOIN Platform in some manner, and understand that it is your responsibility to participate, meaning that the ecosystem surrounding this project is NOT solely dependent upon the efforts of CCOIN managers, but by the members engaging with the CCOIN Platform and Services. ¥ You are not a citizen or resident of a country whose legislation conflicts with the present sale of Tokens and/or the Services in general, such as the People's Republic of China. ¥ You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing Tokens and using the Tokens and the Platform. ¥ You have read and understand these Terms (including the totality of the White Paper to which these Terms also apply). ¥ You have obtained sufficient information about the Tokens and the Services to make an informed decision to purchase the Tokens. ¥ You understand that the Tokens confer only the right to provide and receive Services and interact with the Platform and confer no other rights of any form or nature with respect to the Platform, Services or CCOIN, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. ¥ You are purchasing Tokens and will use the Tokens for no other purpose than to provide or receive Services, including, but not limited to, for any investment, speculative or other financial purposes. ¥ Your purchase and any use of the Tokens, Platform and Services complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with us and use of the Services and Platform, (ii) any foreign exchange or regulatory restrictions applicable to such Token purchase or the Services, and (iii) any governmental or other consents that may need to be obtained. ¥ You agree to promptly provide to CCOIN, upon request, proof of identity and/or source of funds and/or other documentation or other information that CCOIN may request from time to time in connection with CCOIN's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance, or any "Know Your Customer" requirements and policies. ¥ You are legally permitted to receive software and contribute to the continued development of the CCOIN platform. ¥ You will comply with any applicable tax obligations in your jurisdiction arising from your purchase and use of Tokens. ¥ If you are purchasing and/or using Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly). ¥ You are not purchasing Tokens from countries or regions comprehensively sanctioned by the U.S. Office of Foreign Assets Control ("OFAC") (including countries currently sanctioned by OFAC such as Ukraine, Cuba, Iran, North Korea, Sudan and Syria), or on behalf of governments of these countries or regions, nor will you use the Tokens to conduct or facilitate any transactions with persons or entities located in these countries or regions. ¥ You are not (i) a citizen or resident of a geographic area in which purchase of the Tokens, or access to or use of the Services, is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable comprehensive country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's

Denied Persons, Unverified, or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons or Foreign Sanctions Evaders Lists, or the U.S. Department of State's Debarred Parties List. You will not use the Tokens to conduct or facilitate any transactions with such persons described above. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf and bind it to these Terms. ¥ You understand and acknowledge that title to and risk of loss of the Tokens you receive passes from CCOIN to you. ¥ You understand that Tokens are not intended to be a digital currency, security, derivative or any other kind of financial instrument. ¥ You understand and acknowledge that these Terms shall not be construed as an invitation to subscribe for any securities, and you understand and acknowledge that no actions of, or documentation issued by CCOIN, shall be construed as such. ¥ You understand that CCOIN is not registered with or licensed by any financial regulatory or securities authority in the United States. ¥ You are of a sufficient age to legally obtain and use Tokens. ¥ You understand with regard to Tokens, that we make no guarantees that you will be able to resell Tokens, or as to their future value, and that no market liquidity may be guaranteed and that the value of Tokens over time may experience extreme volatility or depreciate in full. ¥ You, as an active user of the CCOIN Platform and Services, must maintain all records as to ownership amounts, correct address and physical location, location of wallets, participation efforts, and any and all other information necessary for CCOIN to maintain accurate records as to the ecosystem created for the Services, and to notify all associated parties within the CCOIN community. ¥ You understand that you bear the sole responsibility to determine if your contribution to the Services or Platform, the transfer of Cryptocurrency via the Services or Platform, the creation, ownership or use of the Tokens, the potential appreciation or depreciation in the value of the Tokens over time, the sale and purchase of the Tokens and/or any other action or transaction related to the Platform and Services have tax implications; by creating, holding or using the Tokens, and to the extent permitted by law, you agree not to hold any third party (including developers, auditors (e.g. contractors or founders)) liable for any tax liability associated with or arising from the creation, ownership or use of the Tokens or any other action or transaction related to the Platform or Services. ¥ Your purchase and use of the Tokens issued by CCOIN primarily will support the development, testing, deployment and operation of the CCOIN platform, and you are aware of the commercial risks associated with the CCOIN platform. ¥ You waive the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of the Tokens. ¥ You understand the creation of the Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, foundation, corporation or other entity in any jurisdiction; and ¥ You understand that you have no right against any other party to request any refund of Cryptocurrency submitted to CCOIN or the Platform for the creation of the Tokens under any circumstances.

10. Your Responsibilities You are responsible for any activity that occurs through your account, including implementing and maintaining reasonable measures for securing any storage mechanism (including, but not limited to a wallet or vault) that you use to receive and hold your Tokens, including private key(s) or other credentials necessary to

access such storage mechanisms. You are responsible for properly configuring any software in connection with your access to, or use of, Tokens. You agree that you will not sell, transfer, license or assign your account, username, or any account rights aside from your authorized employees, contractors or agents for purposes of performing work on your behalf. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, CCOIN prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to CCOIN & Flatlay upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address or your Tokens, and (iii) your username, password and any other login or identifying credentials. In the event that you are no longer in possession of any device connected with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any person providing additional credentials to us. We reserve the right to determine the additional credentials required, which may include a sworn, notarized statement of identity. You are solely responsible for your interaction with other users of the Services, whether online or offline. You agree that CCOIN is not responsible or liable for the conduct of any user. CCOIN reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit content or any personal or other information. You will be deemed to have taken any action that you permit, assist or facilitate any person to take related to these Terms. You are responsible for any actions taken by anyone who purchases Tokens from you. You will ensure that any such person complies with your obligations in these Terms and that the terms of your agreement with any such person are consistent with these Terms. You are responsible for providing customer service (if any) with regard to a subsequent sale of Tokens to anyone to whom you sell Tokens and you are responsible for adhering to any applicable regulations or restrictions related to any resale of the Tokens.

#### 11. User Contributions

The Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to transfer digital tokens, and post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "User Contributions") on or through the Services. You represent and warrant that: ¥ All of your User Contributions do and will comply with these Terms, the Terms of Use and the CCOIN Privacy Policy. ¥ You own or control all rights to the User Contributions posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms. ¥ You will pay for all royalties, fees, and any other monies owed by reason of User Contributions you post on or through the Services. ¥ You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not CCOIN, have full responsibility for such materials, including its legality, reliability, accuracy, and appropriateness. ¥ We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any



other user of the Services. You hereby grant CCOIN a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties the User Contributions that you post through the Services or otherwise provide to CCOIN, subject to our Privacy Policy. User Contributions will be considered non-confidential and non-proprietary. Furthermore, the Internet may be subject to breaches of security and the submission of User Contributions or other information may not be secure. It is in CCOIN's sole discretion to share, reproduce, publish, or post through the Services any User Contributions submitted by you or on your behalf. CCOIN does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If you choose to send us content, information, ideas, suggestions, or other materials, you agree that CCOIN is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you. If you provide any suggestions to us or our affiliates, we will own all right, title, and interest in and to those suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in such suggestions. We and our affiliates will be entitled to use, transfer and hypothecate the suggestions in our sole discretion. CCOIN is not a backup service and you agree that you will not rely on the Services for the purposes of storing User Contributions. CCOIN will not be liable to you or third-party beneficiaries for any modification, suspension, or discontinuation of the Services, or the loss of any User Contributions.

**12. Our Proprietary Rights** We grant you a limited, non-exclusive, non-sublicensable, non-transferable license to access and use the Services for lawful purposes in accordance with these Terms, the Terms of Use and our Privacy Policy and any other Terms and Policies. **Hardware and Software.** Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the value of the Tokens in your Resulting Distribution, as defined in these Terms) used by us or our affiliates. **Intellectual Property.** The Services and Platform may contain content owned or licensed by CCOIN and Flatlay, including name, logo, text, images, audio/visual works, icons and scripts ("Content"). Our Content is protected by copyright, trademark, patent, trade secret and other laws. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent which may be granted by us in our sole discretion and, if granted, thereafter revoked by us at any time. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying our Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit our Content without the prior written permission of CCOIN. It is our policy to respect the intellectual property rights of others, and we prohibit users of our Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights. To report any issues or allegations of infringement, please contact CCOIN or Flatlay pursuant to the notice information provided in section 24 of these Terms.

**13. Monitoring and Enforcement; Termination** We have the right to: ¥ Modify or terminate the Services for any reason, without notice, at any time, and

without liability to you. ¥ Refuse, terminate, or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms. ¥ Upon termination, immediately cease all licenses and other rights granted to you in these Terms. ¥ Force forfeiture of any username for any reason. ¥ We may, but have no obligation to, remove, edit, block, and/or monitor content, User Contributions, or accounts containing materials that we determine in our sole discretion violates these Terms.

14. Links Linking to the Services. You may link to our website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites. You acknowledge that CCOIN is in no way associated with third party websites, unless stated otherwise, and that your linking to such websites and social media networks is at your own risk. You may use these features solely as they are provided by us, and must not otherwise: establish a link from any website that is not owned by you; cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or take any action with respect to the Services that is inconsistent with these Terms. We may disable any social media features and any links at any time without notice in our sole discretion.

Links in Our Services. If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to our Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Your participation, correspondence, or business dealings with any third party found on or accessed through the Services, including without limitation with respect to any payment for or delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

15. Content We may update the content in our Services or on our Platform from time to time, but it will not necessarily be complete or up-to-date. Any of the material in the Services may be out of date at any given time, and we are under no obligation to update such material. The Services may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that CCOIN may place such advertising and promotions through the Services or on, about, or in conjunction with your User Contributions. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such. You agree that your interaction with any paid services, sponsored content or commercial communications is at your own risk. Although it is CCOIN's intention for the Services to be available as often as possible, there will be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or

equipment. CCOIN & Flatlay reserves the right to remove any content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by CCOIN & Flatlay, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. 16. Promotions CCOIN may, from time to time, offer Tokens through promotional means, such as in a sweepstakes. Promotional offers will be governed by their own set of terms and conditions and it is your responsibility to abide by such terms and conditions, however, in the event there is a conflict between any promotion's terms and conditions and these Terms, the Terms of Use or Privacy Policy, these Terms, the Terms of Use and/or Privacy Policy shall control. NO PURCHASE SHALL BE NECESSARY TO PARTICIPATE IN ANY PROMOTIONAL OFFER. Offers. CCOIN reserves the right, in its sole discretion, to cancel or modify any promotional offer if fraud or other failure destroys the integrity of the offer. In addition, CCOIN reserves the right, in its sole discretion, to extend or modify the time period during which a promotional offer is available. CCOIN does not assume any responsibility for incorrect or inaccurate capture of registration information, technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect, or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Registration materials that have been tampered with or altered are void. If, in CCOIN's opinion, any offer is compromised or becomes technically corrupted in any way, electronically or otherwise, CCOIN reserves the right to cancel, terminate, or suspend the offer. Restrictions. No substitution, transfer or cash equivalent for Tokens received through any promotional offer, except that CCOIN may, at its sole discretion, substitute items or cash of comparable value as applicable. All expenses and costs associated with the acceptance or use of the Tokens that are not expressly specified herein are your sole responsibility. All federal, state and local taxes are your sole responsibility. Release From Liability For Promotions. By accepting the Tokens received through any promotional offer, you agree to hold harmless CCOIN, its parents, affiliates, subsidiaries, officers, directors, shareholders, agents, employees and all other associates ("Released Parties") from and against any and all claims and liability arising out of your acceptance, transfer or use of the Tokens or acceptance of any CCOIN offer. You assume all liability for any injury or damage caused, or claimed to be caused by accepting a CCOIN promotional offer or use, transfer or redemption of the Tokens. Information collected during registration will be used in accordance with CCOIN's Privacy Policy, Terms of Use and statements made in promotional offer materials. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF A TCF OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Disputes. You agree to abide and be bound by the dispute resolution requirements as set forth in these Terms, the Terms of Use and/or CCOIN's Privacy Policy. 17. Indemnification To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless CCOIN and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "CCOIN Parties") on demand from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees, court costs, investigative costs, amounts

paid in settlement and other costs and expenses) that arise from or relate to: (i) your purchase or use of Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in any other written agreement between you and CCOIN. You also agree to indemnify and hold harmless the CCOIN Parties from and against any and all claims brought by third parties arising out of your use of the Services and the Content you make available via the Services by any means, including without limitation through a posting, a link, reference to Content, or otherwise. CCOIN reserves the right to exercise sole control over the defense, at your expense, of any claim subject to this section 17. 18. Disclaimers TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE SERVICES AND TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU UNDERSTAND THAT TOKENS, BLOCKCHAIN TECHNOLOGY, THE ETHEREUM PROTOCOL, ETHER, BITCOIN AND OTHER CRYPTOCURRENCY ARE NEW AND UN-TESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES, LAW OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS. TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE TOKEN SALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT, AND NETWORK HACKING. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, ETHER AND OTHER CRYPTOCURRENCY, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT, OR HACK. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you. 19. Release; Disclaimer of Warranties and Limitations of Liability To the fullest extent permitted by applicable law, you release CCOIN and the other CCOIN Parties from responsibility, liability, claims, losses, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to (i) disputes between you and third parties, or (ii) the acts or omissions of third parties. You expressly waive any and all rights which you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. You expressly waive any and all rights which you may have under California Civil Code § 1542, as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. California Civil Code Section 1542 reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if

known by him or her must have materially affected his or her settlement with the debtor. FOR NEW JERSEY RESIDENTS: Notwithstanding any term herein, these Terms do not limit your rights or our obligations under any applicable statute or law, including types and amounts of recovery; nor do they excuse us from any duty to avoid causing harm by means of gross negligence, recklessness, or intentional misconduct; nor do they disclaim our duty of care to our invitees; nor do they require you to defend and indemnify us in the event that any loss is caused by our negligence. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TCF OR ANY OF TCF PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS; UNREALIZED GAIN OR SAVINGS; LOSS OF USE OR DATA; OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, OR INABILITY TO USE, THE SERVICES OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

20. Token Sale Disclaimers and Limitations of Liability TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT; (B) WE CANNOT AND DO 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) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE TOKENS IN YOUR RESULTING DISTRIBUTION. YOU UNDERSTAND THAT TOKENS, BLOCKCHAIN TECHNOLOGY, THE ETHEREUM PROTOCOL, ETHER, BITCOIN AND OTHER CRYPTOCURRENCY ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES, LAW OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS. TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE TOKEN SALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT, AND NETWORK HACKING. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, ETHER AND OTHER CRYPTOCURRENCY, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT, OR HACK. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: ¥ IN NO EVENT WILL TCF OR ANY OF THE TCF PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND

(INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS; UNREALIZED GAIN OR SAVINGS; LOSS OF USE OR DATA; OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF, OR INABILITY TO USE, THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND ¥ IN NO EVENT WILL THE AGGREGATE LIABILITY OF TCF AND THE TCF PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SALE OR USE OF, OR INABILITY TO USE, THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS ¥ Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you. 21. Governing Law and Venue These Terms will be governed by and construed and enforced in accordance with the laws of the [the State of Delaware], without regard to conflict of law rules or principles (whether of the United States, Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms (including non-contractual Disputes of claims) will be resolved in the courts of the [Delaware]. At CCOIN's sole discretion, it may require you to submit any disputes arising from the use of these Terms or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying [Delaware] law. WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND TCF AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and CCOIN agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. 22. Severability If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to effect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms, but the rest of these Terms will remain in full force and effect. 23. Modifications We may modify these Terms and Policies at any time by posting a revised version on the CCOIN Site, other channel we make available or, if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the CCOIN Site and other channels regularly for modifications. Your continued use of Tokens or the Services after any modification becomes effective constitutes your acceptance of the modification. The date on which these Terms were last modified will appear at the beginning of these Terms. 24. Miscellaneous Confidentiality and Publicity. You may use CCOIN Confidential Information (as defined below) only in connection with your purchase of Tokens and pursuant to these Terms. You will not disclose CCOIN Confidential Information during or after the Sale Period, including during the

Presale Period. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of CCOIN Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms or your purchase of Tokens. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person. "CCOIN Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners and our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. CCOIN Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. CCOIN Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this agreement; (ii) you can show conclusively by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) you can show conclusively by documentation to have been independently developed by you without reference to the CCOIN Confidential Information. Force Majeure. CCOIN and its affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in blockchain technology, changes in the Ethereum or other protocols or any other force, event or condition outside of our control. Independent Contractors. CCOIN and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. No Third Party Beneficiaries. These Terms do not create any third party beneficiary rights in any person except for any of our affiliates or licensors or other CCOIN Parties as provided in these Terms. Import and Export Compliance. In connection with these Terms, you will comply with all applicable import, re-import, export, and re-export control and laws, regulations, guidance and programs, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country or individual-specific economic sanctions programs implemented by OFAC. You are solely responsible for compliance related to your use of Tokens. No Waivers. The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective. Assignment. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this section will be void. We may assign these Terms or any of its provisions without your consent. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns. Entire Agreement.

These Terms (including the web links, other agreements and instruments referred to herein) constitute the entire agreement among the parties and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof. Notices. ¥ To you: We may provide any notice to you under these Terms by: (A) posting a notice on the CCOIN Site; or (B) sending an email to the email address then associated with your account. Notices we provide by posting on the CCOIN Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email. ¥ To us: To give us notice under these Terms, you must contact CCOIN by email at support@theflatlay.com. We may update this email address for notices to us by posting a notice on the CCOIN Site or sending an email to you. Notices to us will be effective when received by us. All communications and notices to be made or given pursuant to these Terms must be in the English language.

25. Risk Disclosures The purchase and use of the Creditcoin Token carries significant risk. Prior to using Creditcoin Tokens, the user should carefully consider the risks listed below and, to the extent necessary, consult a lawyer, accountant, and/or tax professional prior to determining whether to purchase and/or use Creditcoin Tokens.

1. The Creditcoin Token is intended to function as an “access” or “rewards” token that facilitates access to Flatlay & Creditcoin’s Platform and Services rather than as an investment or security. An access or utilization token is a payment required in order gain access to a service or good. It derives value by providing access to a platform which has inherent value, and potentially appreciating value. It is possible, however, that the U.S. Securities and Exchange Commission (“SEC”) could characterize Creditcoin Token as an “investment contract” subject to regulation under the U.S. securities laws and regulations. If the Creditcoin Token is deemed a security under U.S. securities laws and regulations, or under the laws and regulations of any other jurisdiction, Creditcoin Token will be subject to restriction on transfer in the United States and/or such other jurisdictions. Such restriction on transfer may preclude development of an active trading market for Creditcoin Tokens or planned use of the Tokens on the Platform.

2. Creditcoin Tokens will be stored in a wallet, which can be accessed with a password selected by the purchaser. If a purchaser of Creditcoin Tokens does not maintain an accurate record of his or her password, this may lead to the loss of Creditcoin Tokens. If a purchaser’s password protection is weak and it is cracked or otherwise obtained by a third party, this may also lead to the loss of Creditcoin Tokens. As a result, purchasers must safely store the passwords in one or more backup locations that are well separated from the primary location. Flatlay and CCOIN are not responsible for any purchaser’s loss of password or other credentials.

3. You recognize that some of the Services are currently under development and may undergo significant changes before release. You acknowledge that any of your expectations regarding the form and functionality of the Platform and/or Services may not be met for any number of reasons.

4. As with other crypto-tokens, the value of the Creditcoin Token may fluctuate significantly and decline in value for any number of reasons, including but not limited to, supply and demand, overall crypto-token market conditions, political and geographical reasons, changes to laws and/or regulations in any jurisdiction, and technical reasons.

5. The ownership of Creditcoin Tokens may fall under existing and/or new and unprecedented taxation laws that will erode the benefits of Creditcoin Tokens. The tax characterization of Tokens is uncertain. You must seek your own tax advice in



connection with Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements. New or future changes to U.S. and non-U.S. tax laws could also adversely affect us and could affect our ability to develop and/or maintain the Platform. With respect to virtual currency, the Internal Revenue Service has issued guidance through Notice 2014-21, which describes how existing general tax principles apply to transactions using virtual currency. Such guidance may or may not assist a prospective Token purchaser or user in determining the tax characterization of Tokens. Prior to acquiring Tokens, you should consult with your own investment, legal, tax and/or accounting advisors and/or other consultants to determine the potential tax consequences of Token acquisition whether through purchase or Platform interaction.

6. There is no guarantee that other current or future solutions or technology will not render the Creditcoin Platform, Services and Tokens obsolete. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the Services, which could also result in the theft or loss of Tokens.

8. Creditcoin Tokens will be issued on the Ethereum blockchain. As such, any malfunction or unexpected functioning of the Ethereum blockchain may impact your ability to transfer or securely hold Creditcoin Tokens. Such impact could adversely affect the value of Creditcoin Tokens.

9. Third parties may bring intellectual property claims against Flatlay or CCOIN. Such claims may result in litigation and could impair Creditcoin's operations or implementation of its business plan.

10. It is possible that, due to any number of reasons, including without limitation, the failure of the business relationships, failure to establish relationships with cities, regional programs or other entities necessary for collaboration regarding the Services, competing intellectual property claims, or token class action claims, the Platform may no longer be a viable platform and certain Services may not be provided or Creditcoin may dissolve or may fail to launch part or all of the Services.

11. Crypto-tokens have been known to come under malicious attacks from hackers and criminal parties resulting in theft of tokens, which may result in massive losses.

12. Many crypto-tokens fluctuate in value in tandem with the market price of bitcoin and other tokens. It is possible that Creditcoin Tokens will be affected by events that cause bitcoin or other tokens to increase or decrease in value.

13. Regulators continue to provide guidance with respect to ambiguities in existing laws and regulations in the context of crypto-tokens. Lawmakers and regulators are also considering and may approve new laws and regulations that govern the offering of crypto-tokens. It is possible that a government or regulatory agency will pursue Flatlay or CCOIN and require it to suspend or cease its business operations, the Services and/or the Platform in light of new interpretation of existing laws or regulations, or passage of new laws and regulations.

14. There is a risk that CCOIN, other users, or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the Platform or Services, or any blockchain associated with Creditcoin Tokens, interfering with the use of or causing the loss of the Services.

15. Crypto-tokens are a new and untested technology. In addition to the risks set forth herein, there are risks that we cannot anticipate. Risk may further materialize as unanticipated combinations or variation of the risks set forth above.