

Terms and conditions

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING THE "SIGN UP" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE.

These Terms of Service and any terms expressly incorporated herein ("Terms") apply to your access to and use of the websites and mobile applications provided by CoinMessenger (collectively, "CoinMessenger", "we", or "us"), and the trading and direct sale services provided by CoinMessenger as described in these Terms (collectively, our "Services").

1.0 Acceptable Use

1.1 When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

1.1.1 Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

1.1.2 Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;

1.1.3 Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

1.1.4 Use or attempt to use another user's account without authorization;

1.1.5 Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;

1.1.6 Develop any third-party applications that interact with our Services without our prior written consent;

1.1.7 Provide false, inaccurate, or misleading information; and

1.1.8 Encourage or induce any third party to engage in any of the activities prohibited under this Section.

2.0 Electronic Notices

2.1 Consent to Electronic Delivery. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that CoinMessenger provides in connection with your use of the CoinMessenger Services. You agree that CoinMessenger may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications.

You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

2.2 Hardware and Software Requirements. In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser (preferably Google Chrome) with cookies enabled and 128-bit encryption. You will also need to have a valid email address on file with CoinMessenger and have sufficient storage space to save past Communications or an installed printer to print them.

2.3 Withdrawal of Consent. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support email info@CoinMessenger.net. If you decline or withdraw consent to receive electronic Communications, CoinMessenger may suspend or terminate your use of the Services.

2.4 Updating Contact Information. It is your responsibility to keep your email address and/or mobile phone number on file with CoinMessenger up to date so that CoinMessenger can communicate with you electronically. You understand and agree that if CoinMessenger sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, CoinMessenger will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add CoinMessenger to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your CoinMessenger Account or by sending such information to support email contact@coinmessenger.net. If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by CoinMessenger are returned, CoinMessenger may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

3.0 Third-Party Content

In using our Services, you will view content provided by third parties, including articles, reviews, comments, insights, analysis and links to web pages of such parties, including but not limited to blogs, forums, communities and social networks. We do not control or approve any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties that are linked to our Service, is at your own risk.

4.0 Disclaimer & Risk Warning

Any token, network or token sale information shown on this website or online application pages or associated webpages and applications (Site) are provided for information purposes only and are not intended to constitute the offering of securities

or regulated investments or advice, promotion, invitation or solicitation for regulated investment or securities purposes by CoinMessenger. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice or carry out your own due diligence before taking, or refraining from, any action on the basis of the content on our site. Unless otherwise indicated, the Site contains information on token sale or exchange events that are entirely unrelated to CoinMessenger and for which CoinMessenger has no involvement in (including any technical structuring or promotion of). Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

5.0 Private & Presale

By registering to receive Private and Presale deal flow you confirm that you understand that early stage contributions to token sale projects is not regulated, that CoinMessenger is not a regulated investment firm, advisor or broker and that CoinMessenger makes no endorsement of or recommendation for participation in any project. You are aware that contributions to early stage projects will not be protected by any compensation scheme. You also understand that participation in early stage projects, although unregulated, is often only available to those who would qualify as Professional or Accredited participants within traditional markets. You confirm that you qualify for such status and understand that you may be required to evidence this in addition to any other KYC requirements. You understand that this service is not aimed at anyone in any jurisdiction where such a service is prohibited and that if you are in such a jurisdiction, you must not register to receive Private and Presale deal flow.

6.0 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

7.0 LIMITATION OF LIABILITY

(a) EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL OUR COMPANY, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE COMPANY MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM CoinMessenger, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CoinMessenger'S RECORDS, PROGRAMS OR SERVICES.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CoinMessenger (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, CoinMessenger OR TO THESE TERMS EXCEED THE FEES PAID BY YOU TO CoinMessenger DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

8.0 Indemnity

You agree to defend, indemnify and hold harmless CoinMessenger (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

9.0 Discontinuance of Services

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

10.0 Feedback

We will own non-exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding CoinMessenger or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of CoinMessenger. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or

otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

11.0 Copyrights and Other Intellectual Property Rights

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, the CoinMessenger or CoinMessenger logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "CoinMessenger Materials") are the proprietary property of CoinMessenger or our licensors or suppliers and are protected by English and international copyright laws and other intellectual property rights laws.

We hereby grant you a limited, non-exclusive and non-sublicensable license to access and use the CoinMessenger Materials for your personal or internal business use. Such license is subject to these Terms and does not permit (a) any resale of the CoinMessenger Materials; (b) the distribution, public performance or public display of any CoinMessenger Materials; (c) modifying or otherwise making any derivative uses of the CoinMessenger Materials, or any portion thereof; or (d) any use of the CoinMessenger Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services.

12.0 Trademarks

"CoinMessenger", the CoinMessenger logo and any other CoinMessenger product or service names, logos or slogans that may appear on our Services are trademarks of CoinMessenger, in European Union and in other countries, and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of CoinMessenger without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of CoinMessenger. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of CoinMessenger and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

13.0 Notice of Take Down

In making material available on its website, CoinMessenger is acting in good faith. However it is possible that material published online may be in breach of copyright

laws or contain content that is otherwise unlawful. If you are concerned that you have found material on our website that is in breach of any law or regulation, please email contact@coinmessenger.net, being sure to provide your contact details and full details of the material and the reason for your request.

14.0 Privacy & Cookie Policy

Please refer to our [Privacy Policy](#) for information about how we collect, use and share your information.

15.0 SUSPENSION; TERMINATION

In the event of any Force Majeure Event (as defined in "Miscellaneous" Section), breach of this agreement, or any other event that would make provision of the Services commercially unreasonable for CoinMessenger, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your CoinMessenger Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any term of these Terms.

16.0 APPLICABLE LAW; ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and CoinMessenger agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT. You and CoinMessenger agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to CoinMessenger shall be sent to info@CoinMessenger.net. You and CoinMessenger further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in Gibraltar; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of arbitration in Gibraltar/UK; and (d) that the courts in Gibraltar have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of Gibraltar and applicable English common law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and CoinMessenger will not commence against the other a class action, class arbitration or representative action or proceeding.

17.0 MISCELLANEOUS

Entire Agreement; Order of Precedence. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with CoinMessenger for the Services

or for any other CoinMessenger product or service or otherwise (for instance the content of the various Risk Warnings & Disclaimers from CoinMessenger). In the event of any conflict between these Terms and any other agreement you may have with CoinMessenger, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

Amendment. We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the homepage of the Site and/or by posting the amended Terms via the applicable CoinMessenger websites and mobile applications and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the Services. In all other cases, the amended Terms will become effective for pre-existing users upon the earlier of either: (i) the date users click or press a button to accept such changes, or (ii) continued use of our Services 30 days after CoinMessenger provides notice of such changes. Any amended Terms will apply prospectively to use of the Services after such changes become effective. If you do not agree to any amended Terms, you must discontinue using our Services and contact us to terminate your account.

Waiver. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

Force Majeure Events. CoinMessenger shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond CoinMessenger's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond CoinMessenger's reasonable control (each, a "Force Majeure Event").

Assignment. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from CoinMessenger, including by operation of law or in connection with any change of control. CoinMessenger may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections.

Survival. Sections "Eligibility", "CoinMessenger Account", "Risk Disclosure", "Fees", "Unclaimed Property", "Feedback", "Copyrights", "Trademarks", "Third-Party Content", "Disclaimer of Warranties", "Limitation of Liability"; "Indemnity", "Applicable Law; Arbitration" and this Section "Miscellaneous" shall survive any termination or expiration of these Terms.