

# Terms and Conditions of Use

Last Updated: October 16, 2017

Welcome to Crypto Alias and our Terms of Service (these “Terms”). These Terms are important and affect your legal rights, so please read them carefully.

By accessing or using the websites, mobile applications (collectively, the “Sites”) or Services provided by Crypto Alias, Inc. or our subsidiaries or other affiliates (collectively, “Crypto Alias,” “we,” “us” or “our”), you agree to be bound by these Terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Sites or Services.

These Terms govern your access and use of the Sites, and your use of such Services.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. If you are using the Sites or Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and that such entity agrees to be responsible to us if you or such entity violates these Terms.

Crypto Alias reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Sites or Services, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or Services. If you do not agree to the revised Terms, you may not access or use the Sites or Services.

## 1. Eligibility

The Sites and Services are not targeted toward or intended for use by anyone under the age of 18. By using the Sites and Services, you represent and warrant that you (a) are 18 years of age or older, (b) have not been previously suspended or removed from the Sites, or (c) engaged in any activity that could result in suspension or removal from the Sites, and (d) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party.

## 2. Communication Preferences

By subscribing to Crypto Alias email databases, you also consent to receive electronic communications from Crypto Alias (e.g., via email or by posting notices to the Sites or Services). You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest

to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

### 3. License to Access and Use Our Sites, Services, and Content

Unless otherwise indicated in writing by us, the Sites and Services, and all content and other materials contained therein, including, without limitation, the Crypto Alias logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of Crypto Alias or our licensors or users, as applicable, and are protected by international copyright laws.

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable license to access and use the Sites, Services, and Content. However, such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Sites, Services, or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Sites, Services, or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than the page caching) any portion of the Sites, Services, or Content, except as expressly permitted by us, and (f) use the Sites, Services, or Content other than for their intended purposes. Any use of the Sites, Services, or Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Crypto Alias or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time.

Notwithstanding anything to the contrary in these Terms, the Sites and Content may include software components provided by Crypto Alias or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

### 4. Trademarks

"Crypto Alias," the Crypto Alias logo and any other Crypto Alias product or service names, logos or slogans that may appear on the Sites or Services are trademarks of Crypto Alias and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Crypto Alias" or any other name, trademark or Product or service name of Crypto Alias without our prior written permission. In addition, the look and feel of the Sites and Services, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Crypto Alias 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 on the Sites or Services are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. 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 Crypto Alias.

## 5. Token Creation

ALS is an ERC20 Ethereum token and the base currency on the CryptoAlias platform. ALS will be used to acquire and sell aliases. Small amounts of ALS will be charged for transferring aliases, changing statuses, and setting descriptions. There will be a maximum of 100 million ALS tokens, depending on the amount sold during the ICO.

80 million tokens will be issued upon token creation. 5 million of them will be allocated for early contributors, and the other 75 million will be allocated for the ICO. The CryptoAlias team will have no control over these tokens, as they will be managed by the pre-sale and the ICO contracts. Any tokens not sold during the early contribution period and the ICO will be burned, and the shares of the token holders will increase proportionally. After the ICO completes and the unsold tokens are burnt, the token contract will issue the team tokens and the partnership tokens. Partnership tokens will be used to incentivize early partners (i.e. wallets, exchanges) to join our ecosystem. Both the team and partnership tokens will represent 10% of the total final amount of tokens (equivalent to 1/8 of the total tokens sold). After the team and partnership tokens are issued, no more ALS tokens can ever be created or burnt. The User understands and accepts that any transfer of ETH is non-refundable and final. By contributing for ALS, the User acknowledges that the User has no right to request a refund for any reason, and that the User will not receive money or other compensation for any ALS that is not used or remains unused, except under the functionalities encoded in the Smart Contract and the protocol associated.

Ownership of ALS carries no rights express or implied other than the right to use ALS as a means to enable usage of and interaction with and within the CryptoAlias Platform, if successfully completed and deployed. Beyond this, ownership of ALS carries no rights express or implied. In particular, the User understands and accepts that he has no right to claim as a holder of ALS any intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the CryptoAlias Platform.

By transferring ETH to the Smart Contract and/or upon receipt of ALS, the User represents and warrants that the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of ALS and/or the CryptoAlias Platform in general; the User is purchasing the functionality of ALS issued by the Smart Contract primarily to support the development, testing, auditing, deployment, and operation of the CryptoAlias Platform, being aware of the commercial risks associated with the CryptoAlias Platform; the User waives the right to participate in a class action lawsuit or a classwide arbitration against CryptoAlias or any individual involved with the creation of ALS; the User understands the creation of ALS does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction; the User understands that the transfer of ETH to the Smart Contract, the creation of ALS, and the development of the CryptoAlias Platform carries significant financial, regulatory and reputational risks as further set forth in the Terms; the User understands and expressly accepts that there is no warranty whatsoever on ALS, the Smart Contract, and/or the success of the CryptoAlias Platform, expressed or implied, to the extent permitted by law, and that the Smart Contract is used and ALS is created and obtained at the sole risk of the User on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose; the User understands that the User has no right against any other party to request any refund of the ETH submitted to the Smart Contract and/or ALS created under any circumstance except that defined in the operating functionality of the Smart Contract therein; and that the User understands with regard to ALS no market liquidity may be guaranteed and that the value of ALS over time may experience extreme volatility or depreciate in full; the User understands that the User bears the sole responsibility to determine if the User's

contribution to the Smart Contract for the development of the CryptoAlias Platform, the transfer of ETH to the Smart Contract, the creation of ALS, the potential appreciation or depreciation in the value of ALS over time (if any), the allocation of ALS and/or any other action or transaction related to the CryptoAlias Platform have tax implications for the User; by creating, holding or using ALS, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of ALS or any other action or transaction related to the Crypto Alias Platform.

## 6. Platform Execution

The User understands and accepts that the development and execution of the CryptoAlias Platform may be assigned to a third party contractor ("the Contractor"), by releasing the amount of contributed ETH by the Smart Contract to the wallet of the Contractor. CryptoAlias has the right to engage subcontractors to perform the entire or partial development and execution of the CryptoAlias Platform. The scope of the development work will be triggered by the amount of Contributions received during the Sale Period. CryptoAlias shall further have the right to assign the entire CryptoAlias Platform including the Contributions received for its development to a third party.

The User understands and accepts that for the purpose of the development and execution of the CryptoAlias Platform, CryptoAlias receives the full amount of ETH transferred to the Smart Contract System during the Sale Period. This amount covers expenses, charges and other costs that may arise by CryptoAlias and/or its subcontractors as part of the development and execution of the CryptoAlias Platform. CryptoAlias has the right to support and/or acquire other companies for the benefit of successfully executing the CryptoAlias Platform. It remains at CryptoAlias's sole discretion to decide how to allocate the funds in order to develop and execute the CryptoAlias Platform.

The User understands and accepts that the User may not have any expectation of influence over governance on the CryptoAlias Platform.

The User understands and accepts that the CryptoAlias Platform will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release.

## 7. No liability

The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of CryptoAlias, the Smart Contract and/or CryptoAlias liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, ALS or the Smart Contract under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors contractors or founders of the Smart Contract, ALS and/or CryptoAlias shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Smart Contract, the CryptoAlias Platform and/or ALS.

The User further specifically acknowledges that developers, auditors, contractors or founders of CryptoAlias, Smart Contract and/or the CryptoAlias Platform are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, and that the risk of creating, holding and using ALS rests entirely with the User.

By holding or using ALS, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership or use of ALS or any other action or transaction related to the CryptoAlias Platform.

## 8. Hyperlinks

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Sites for noncommercial purposes, provided that such link does not portray Crypto Alias or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Crypto Alias logo or other proprietary graphic of Crypto Alias to link to the Sites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Crypto Alias trademark, logo or other proprietary information, including the images found on the Sites or services, the content of any text or the layout or design of any page, or form contained on a page, on the Sites without our express written consent.

Crypto Alias makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites accessible by hyperlink from the Sites or of websites linking to the Sites. Such sites are not under our control, and we are not responsible for the contents of any linked site, any link contained in a linked site, or any review, changes or updates to such sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply our affiliation, endorsement or adoption of any site or any information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

## 9. Third Party Content

We may display content from third parties through the Sites and Services (collectively, "Third Party Content"). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that Crypto Alias is not responsible or liable in any manner for such interactions or Third Party Content.

## 10. User Conduct

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 accessing or using the Sites or Services. You agree that you will abide by these Terms and will not:

- Provide false or misleading information to Crypto Alias;
- Use the Sites or Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or Services, or that could damage, disable, overburden or impair the functioning of the Sites or Services in any manner;
- Develop, utilize, or disseminate any software, or interact with our API in any manner, that could damage, harm, or impair the Sites or Services;
- Reverse engineer any aspect of the Sites or Services, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites or Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Sites or Services that you are not authorized to access;
- Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites and Services, extract data or otherwise interfere with or modify the rendering of Site pages or functionality;
- Use data collected from our Sites and Services to contact individuals, companies, or other persons or entities;
- Use data collected from our Sites and Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- Use the Sites or Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

## 11. Feedback

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Crypto Alias, the Sites or the Services (collectively, "Feedback"). Feedback is nonconfidential and shall become the sole property of Crypto Alias. Crypto Alias shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## 12. Modifications to the Sites and Services

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Sites (or any features or parts thereof) or the provision of the Services at any time and without liability therefor.

## 13. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to use the Services, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

## 14. Miscellaneous

These Terms constitute the entire agreement between you and Crypto Alias relating to your access to and use of the Sites and your use of the Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Crypto Alias prior, concurrent or subsequent circumstance, and Crypto Alias's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

The Terms govern the creation, ownership and use of ALS and supersede any public statements about the launch of ALS and/or the Smart Contract made by anyone in the past, present and future.