

TERMS OF USE

LAST UPDATED ON DECEMBER 20, 2018

1. GENERAL

1.1. The website (CrowdCapitalPartners.com (“**Website**”)) together with the documents referred to on it is owned and operated by Crowd Capital (“**we**”, “**us**”, “**our**”, “**Crowd Capital**”).

1.2. Crowd Capital is a company incorporated in the United States.

2. ACCEPTANCE OF TERMS

2.1. Please read these Terms of Use carefully before you start to use our Website, applications and platform (“**Platform**”) including our related products and services such as participating in the sale by the Company of digital tokens subject to the Terms and Conditions of Token Sale and Use (the “**Token Sale and Use Agreement**”)

3. ACCESS

3.1. You may not access or use our Website if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where:

3.1.1. your access or use of our Website would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organization; or

3.1.2. we have determined, at our sole discretion, to prohibit access or use of the Website.

3.2. In accordance with clause 3.1, we may implement certain controls to restrict or deny access to our Website from any jurisdiction that is prohibited access.

3.3. You agree that you will comply with this clause, even if our methods to prevent access or use of our Website are not effective or able to be bypassed.

3.4. Access to the certain areas of the Platform (“**Registered User Area**”) is enabled only by username and password. You shall maintain your password in strict confidence. In no event shall you share your password with any third party or allow another person to access the Registered User Area using your password. You shall immediately notify us if you have any reason to believe that your username or password has been lost, compromised, or misused in any way. You shall immediately report any unauthorized or suspicious activity in your account. You are fully and solely responsible for any and all use of the Products and Services using your username and password. We reserve the right to revoke or deactivate your username and password if you violate these Terms of Use.

4. LIMITATION OF LIABILITY

4.1. Except as otherwise required by applicable law, we do not accept any responsibility and shall not be liable for any loss or damage whatsoever, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

4.1.1. use of or reliance on any information, opinions, content and/or material held on this Website or made available in connection with this Website; or

4.1.2. interruption or delay in access, use of, or inability to use or access, this Website, including but not limited to: loss of profits, sales, business, or revenue; loss of data; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; wasted management time; or any indirect or consequential loss or damage.

4.2. To the fullest extent permitted by applicable law, we exclude all conditions, warranties and representations in relation to this Website, whether express or implied.

4.3. Except as otherwise required by applicable law, we will not be liable for any loss or damage caused to your information technology, devices, computer programs, platform, data or other proprietary material arising in connection with your use of this Website.

5. YOUR USE OF OUR WEBSITE

5.1. You must not use our Website:

5.1.1. in any way that breaches any law, rule, decision, judgment or regulation, or that has any unlawful or immoral purpose or effect;

5.1.2. to send, knowingly receive, upload, download, publish, post, distribute, disseminate, transmit, use or re-use any material or information which is inaccurate, illegal, defamatory, libelous, obscene, offensive, abusive, hurtful, hateful, threatening, inflammatory, harmful, infringing, pornographic, discriminatory, indecent, unsolicited, unauthorized, unlawful, objectionable or which may expose you or us to legal action or reputational damage; or

5.1.3. to threaten, harass, stalk, abuse, disrupt others, or otherwise violate the rights of others.

5.2. You also agree not to:

5.2.1. reproduce, duplicate, copy or sell any part of our Website, and its content, except as permitted by these Terms of Use;

5.2.3. or access without authority, interfere with, damage or disrupt, any part of our Website; any equipment or network on which our Website is stored; any software used in the provision of our Website; or any equipment, network or software owned or used by any third party.

5.3. When you are asked to provide information in connection with our Website, you agree to provide true, accurate, current and complete details. It may not be possible to provide you with the relevant services or information you require if you do not provide the minimum mandatory information requested.

6. VIRUSES AND DEFECTS

6.1. We have taken appropriate steps to detect computer viruses but we cannot guarantee that our Website is free from malfunctions, defects, bugs and viruses; or that the Website will operate correctly and as expected, at any given time. We shall not be liable for any loss or damage which occurs as a result of any virus, including without limitation any distributed denial-of- service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other materials.

6.2. You are responsible for configuring your information technology, devices, computer programs and platform in order to access our Website and for protecting these with your own anti-virus software, firewalls and any other technical measures. We give no warranties as to the compatibility of our Website with your information technology, computer programs and platform.

6.3. You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware, and/or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware, or which is otherwise malicious or technologically harmful.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. We are the owner of all intellectual property rights in this Website, material published on it and material made available through it. Those works are protected by copyright laws and other intellectual property rights. All such rights are reserved.

7.2. Subject to the limited exceptions set out below, neither this Website nor any part of it may be copied, reproduced, modified, publicly displayed, republished, distributed, extracted or reutilized in any form, without the prior written permission of us. Requests for permission should be sent to us via email at info@crowdcapitalpartners.com.

7.3. You may make copies, print or download material published on this Website or made available through it for your own personal use, provided that you name the author and specify the source where the copy was

taken from and you do not modify the paper or digital copies of any material you have copied, printed or downloaded in any way.

7.4. You must not use any part of the material held on our Website or made available through it for commercial or business purposes without obtaining a license to do so from us.

7.5. If you print, copy or download any part of the material held on this Website or made available through it in breach of these Terms of Use, your right to use this Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. PRIVACY

8.1. Our [Privacy Policy](#) explains how we collect and use your personal information and additionally provides information about the cookies that we use.

9. TERMINATION OF ACCESS RIGHTS

9.1. We reserve the right, in its sole discretion, to terminate your access to all or part of this Website with or without notice.

10. CHANGES TO THIS WEBSITE

10.1. We may update this Website from time to time, change the content at any time and we may suspend, withdraw, discontinue or change all or any part of this Website without notice. As such, there may be times when this Website is unavailable for use.

11. CHANGES OF THESE TERMS OF USE

11.1. We may change our Terms of Use from time to time. When we change our Terms of Use, we will publish the updated terms on our Website. Please check these Terms of Use regularly. Subject to applicable law, all changes will take effect as soon as we publish the updated Terms of Use, but where legally required to do so, we may take additional steps to inform you of any material changes to our Terms of Use and may request that you agree to these changes.

11.2. Should one or more provisions of these Terms of Use be or become invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions of these Terms of Use. In place of any provisions which are invalid or not incorporated in these Terms of Use the relevant statutory provisions shall apply. In all other cases, the parties shall agree a valid provision to replace the invalid or unenforceable provision which reflects as closely as possible the original purpose.

12. WAIVER

12.1. Our rights under these Terms of Use may only be waived in writing.

13. GOVERNING LAW

13.1. These Terms of Use are governed by the laws of the United States and you agree to the exclusive jurisdiction of the courts of the United States. To the extent the law permits, these Terms of Use prevail to the extent they are inconsistent with any law.

14. CONTACT US

14.1. If you have any questions about these Terms of Use, or if you would like to receive a hard-copy version of these Terms of Use, you can contact us at Info@crowdcapitalpartners.com.