

WEBSITE AND QWIN TOKEN USAGE AND TOKEN SALE PARTICIPATION AGREEMENT

WHEREAS, TRIGLAVAS, UAB is a QWIN token seller and provider of various technology services under the brand name "QWIN" (hereinafter – **QWIN, our, we** or **us**);

WHEREAS, you (hereinafter – **you** or the **User**) are an individual or entity that uses either of the following websites: Qwinworld.io or Qwin.world (hereinafter collectively – the **Website**), and (or) QWIN token and (or) participates in the Token Sale;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (hereinafter – the **Agreement**) as follows:

1. DEFINITIONS

- 1.1. **Account** – online account created by the User at the Website.
- 1.2. **Blockchain** – a distributed immutable database that maintains a continuously-growing list of records called blocks in an open ledger, providing a transparent and reliable basis for automated contracting and payments resulting from real-time commercial activity.
- 1.3. **Ether** – the virtual currency used within Ethereum.
- 1.4. **Ethereum** – an open blockchain platform accessible at www.ethereum.org.
- 1.5. **QWIN** – TRIGLAVAS, UAB – QWIN token seller and provider of various technology services under the brand name "QWIN".
- 1.6. **QWIN token** – a virtual currency created and issued by QWIN.
- 1.7. **Registering at the Website** – an action taken by the User enabling him or her to participate in the Token Sale or to use any Services or any other performance of actions indicating User's acceptance of the terms of the Agreement and the conclusion thereof.
- 1.8. **Services** – any services provided by QWIN and (or) its affiliates related to the Token Sale and (or) usage of QWIN tokens and (or) the Website, including the services available to registered Users on the Website.
- 1.9. **Smart Contract** – refers to Ethereum smart contract.
- 1.10. **Token Sale** – a restricted pre-sale (pre-ICO), initial coin offering (ICO) or other sale of QWIN tokens organized by QWIN to eligible Users.
- 1.11. **User** – an individual or entity that uses the Website and (or) Services and (or) QWIN token and (or) participates in the Token Sale.
- 1.12. **Virtual currency** – a digital representation of value that is neither issued by a central bank or a public authority, nor necessarily attached to a fiat currency, but is accepted by natural or legal persons as a means of payment and can be transferred, stored or traded electronically. The definition of virtual currency includes all types of cryptocurrencies and tokens.
- 1.13. **Wallet** – any type of digital wallet used for storage of virtual currencies.
- 1.14. **Website** – collectively refers to the following official websites of QWIN: Qwinworld.io and Qwin.world.

- 1.15. **Whitepaper** – the document located at the Website containing the Token Sale conditions and describing QWIN's project and business model.

2. SCOPE OF THE AGREEMENT

- 2.1. The Agreement sets out the terms and conditions for participation in the Token Sale and the usage of QWIN tokens, the Website and Services.

3. ACCEPTANCE AND CHANGES TO THE AGREEMENT

- 3.1. Your access to and use of the Website and (or) Services is subject exclusively to the Agreement. By registering at the Website you agree to be bound by and accept the Agreement, its terms and conditions and all the policies and guidelines that are incorporated by reference (for example, the Privacy Policy). If you do not agree with the Agreement and (or) individual provisions of the Agreement, you cannot use the Website and Services and must immediately stop using the Website and (or) Services. We recommend that you store or print-off a copy of the Agreement for your records.
- 3.2. The Agreement comes into effect at the moment you register at the Website.
- 3.3. QWIN may change, amend, delete or add to the Agreement or any of the terms and conditions contained in any policies or rules governing the Website and (or) Services at any time and in its sole discretion without notice. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and (or) Services following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Website and (or) Services.
- 3.4. QWIN may at any time change or remove (temporarily or permanently) the Website, Services and their information from the Website without indicating the reasons of such change or removal and you confirm that QWIN shall not be liable to you for any such change or removal.
- 3.5. QWIN tokens as virtual currencies explicitly do not fall within the scope of existing regulation. If there are any regulations imposed or court decisions made regarding the legal treatment of virtual currencies, the terms and conditions of the Agreement and (or) other conditions regarding the usage of QWIN tokens may be changed significantly by QWIN to meet such regulatory requirements.
- 3.6. Use of the Website and (or) Services is limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law.

4. USAGE OF THE WEBSITE AND SERVICES

- 4.1. If you want to start using the Website and (or) Services, you must register at the Website. QWIN is entitled to refuse your access to the Website without indicating the reasons.
- 4.2. QWIN can also request you to provide any documents required to perform either your background check or check of your provided information.
- 4.3. QWIN reserves the right to suspend your usage of the Website and (or) Services until your identity is completely verified.
- 4.4. Any loss that occurs as a result of negligent security practices, whether it be on the part of you, or QWIN, will not be the responsibility of QWIN, its directors, associates or employees.
- 4.5. The User shall bear any losses that occur regarding to the submission of invalid or incorrect data. You unconditionally warrant that any information, data and (or) content you provide:

- 4.5.1. will be correct, accurate and not misleading or otherwise deceptive;
 - 4.5.2. will not infringe the intellectual property rights of QWIN or any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy;
 - 4.5.3. will not violate any law, statute, or regulation;
 - 4.5.4. will not be defamatory or libellous, and,
 - 4.5.5. will not create liability for QWIN.
- 4.6. You shall not use the Website and (or) Services for any purpose that is unlawful or prohibited by the Agreement and applicable legal requirements. Your registration at the Website implies your confirmation and a guarantee that by using Services you will act honestly and in such a way that it would meet the interests of both you and QWIN. QWIN has a right to restrict your usage of the Website and (or) Services without prior notice if you use the Website and (or) Services in unlawful or other unaccepted way.

5. REQUIREMENTS FOR PARTICIPATION IN THE TOKEN SALE

- 5.1. Before taking any action with respect to participation in the Token Sale, you shall peruse and understand the Agreement, all the whitepapers of QWIN published at the Website, contents of the Website; and other relevant documents and information published by QWIN. These documents are incorporated as integral parts to the Agreement. You shall refrain from purchasing any QWIN tokens until you understand and accept these documents. By participating in the Token Sale you expressly acknowledge and represent that you have carefully reviewed the Agreement, and fully understand the risks, costs, and benefits associated with QWIN tokens and you agree to be bound by the terms of the Agreement.
- 5.2. You shall meet certain participation requirements set forth in the Website to participate in the Token Sale. You shall participate in the Token Sale only within such period and in such manner as set forth in the Website.
- 5.3. In addition to participation requirements set forth in the Website you shall represent, warrant, acknowledge and agree that:
- 5.3.1. you are of sufficient age (minimum 18 years of age) to participate in the Token Sale and have full capacity of civil conduct under the applicable laws;
 - 5.3.2. you are legally permitted to participate in the Token Sale and are legally permitted to receive and hold QWIN tokens;
 - 5.3.3. your participation in the Token Sale is voluntary and based on your own independent judgment without being coerced, solicited or misled by anyone else;
 - 5.3.4. you have sufficient knowledge on virtual currencies, cryptographic protocol and blockchain technology;
 - 5.3.5. you do not contemplate to use QWIN tokens for any speculative, illegal or non-ethical purpose, including, but not limited to, speculative investment;
 - 5.3.6. you do not intend to break or misuse QWIN tokens or Services for money laundering or any illegal activities;
 - 5.3.7. you take sole responsibility for any restrictions and risks associated with participating in the Token Sale, receiving and holding QWIN tokens, whether referred to in the Agreement, arising under any applicable law or otherwise;
 - 5.3.8. you waive the right to participate in any class action lawsuit or any class wide arbitration against QWIN and any person or legal entity associated with it;
 - 5.3.9. you are participating in the Token Sale to facilitate the development, testing, deployment and operation of QWIN's products and services;
 - 5.3.10. the proposed outcomes discussed in the Whitepaper may not be achieved;
 - 5.3.11. QWIN tokens may not provide the rewards envisaged;
 - 5.3.12. participating in the Token Sale, receiving and holding QWIN tokens do not grant any ownerships rights towards QWIN, nor decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of QWIN;
 - 5.3.13. you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website, you will not violate or attempt to violate the security of the Website;

- 5.3.14. you will not access information or data which you are not authorised to access;
- 5.3.15. you will promptly provide to QWIN, upon request, any additional information which QWIN may consider necessary in providing Services on the Website;
- 5.3.16. you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content;
- 5.3.17. you are not a person who is a citizen, resident, tax resident of or legal entity formed under the laws of the United States of America (including all territories of this country), People's Republic of China (excluding Hong Kong and Taiwan) and (or) South Korea, as well as not an agency, branch or office located in the aforementioned countries;
- 5.3.18. you are purchasing QWIN tokens to actually use QWIN's services and QWIN tokens as virtual currencies, not to speculate on their value;
- 5.3.19. by participating in the Token Sale or receiving and holding QWIN tokens you acknowledge and agree that you fully understand that QWIN tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that QWIN and any of its affiliates may not be held liable for any loss arising out of, or in any way connected your participation in the Token Sale or receiving and holding QWIN tokens;
- 5.3.20. all the representations, warranties and acknowledgments as laid out in this clause are true and accurate.

5.4. You shall only participate in the Token Sale through QWIN.

5.5. QWIN tokens are not offered to citizens, residents and (or) tax residents of the United States of America (including all territories of this country), People's Republic of China (excluding Hong Kong and Taiwan) and (or) South Korea. If you are a citizen, a resident and (or) a tax resident of the United States of America (including all territories of this country), People's Republic of China (excluding Hong Kong and Taiwan) and (or) South Korea or otherwise associated with these countries, you are not eligible to participate in the Token Sale and cannot use QWIN tokens in any way.

5.6. If buying, selling and usage of virtual currencies, participation in the Token Sale and (or) other transactions indicated in the Agreement and (or) the Website and Services, are not legal in your country (whether you are a citizen, a resident and (or) a tax resident of that country) and (or) such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar regulated activities, you oblige not to participate in the Token Sale, not to use the Website and Services and not to buy or use QWIN tokens. Failure to comply with local laws may result in the loss of your Account and any assets contained within.

5.7. QWIN shall reserve the right to refuse selling QWIN tokens to anyone who does not meet criteria necessary for their buying, as set out in the Agreement, the Website and by the applicable law.

5.8. You understand and accept that the purchase and sale of virtual currencies (including QWIN tokens) involves risk. Due to the constant price fluctuations, you may increase or lose value in your assets at any time.

6. TOKEN SALE TERMS AND CONDITIONS

6.1. Token Sale will be conducted by QWIN. Funds raised by QWIN will be given as a grant towards the development of the project described in the Whitepaper.

6.2. During the Token Sale QWIN as a company will issue tokens on the Ethereum blockchain operated by a smart contract and following the ERC20 (or ERC223) standard.

6.3. QWIN tokens will be issued in exchange for Ether and (or) other virtual currency and (or) FIAT currency, as indicated in the Website and (or) the Whitepaper.

- 6.4. QWIN tokens' total supply and other details of the Token Sale are to be specified in the near future in the Agreement, the Whitepaper and (or) the Website.
- 6.5. QWIN tokens will be allocated among participants of the Token Sale, QWIN management team and other team members as well as advisors to QWIN. Proportions of allocations are to be specified in the near future in the Agreement, the Whitepaper and (or) the Website.
- 6.6. QWIN may unilaterally in its own discretion and to the fullest extent possible make decisions on spending, investing and otherwise using the funds received during the Token Sale.
- 6.7. Limitations for the number of QWIN tokens allowed for purchase by one User are to be specified in the near future in the Agreement, the Whitepaper and (or) the Website.
- 6.8. The Token Sale conditions are indicated in more detail in the Whitepaper and the Website which are an integral part of the Agreement and you agree to be bound by them. To the extent the Token Sale conditions indicated in Clause 6 of the Agreement conflicts with the Whitepaper and the Website, the Whitepaper and the Website prevail.
- 6.9. QWIN tokens' emission will be conducted via the Website. By participating in the Token Sale you agree to be bound by all the terms and conditions of the Agreement. Failure to follow the Token Sale instructions on the Website may limit, delay, or prevent you from purchasing QWIN tokens.
- 6.10. Any detected double spending of virtual currencies will result in no QWIN tokens being provided to the relevant party.
- 6.11. QWIN tokens are available for purchase to eligible buyers only during the announced periods of the Token Sale as indicated in the Agreement, the Whitepaper and (or) the Website.

7. RIGHTS AND ATTRIBUTES RELATED TO QWIN TOKENS

- 7.1. QWIN tokens are not regarded as money or securities and the Token Sale will not involve issuance of any fiat currency, securities (whether equity securities or otherwise), financial derivative instrument or other kind of financial instrument. QWIN tokens are not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and does not necessarily have market prices or transactions between peers. QWIN tokens do not stand for any sort of investment contract for all intents and purposes. You shall not participate in the Token Sale with a view to investment or speculation or in pursuit of any profit.
- 7.2. QWIN tokens are virtual currencies created for access of QWIN's products and services and benefits associated with it, i.e. discounts for QWIN's products and services, advance payment for QWIN's products and services, etc. However, there are no guarantees of their future use or value which can be zero.
- 7.3. You cannot expect profit from QWIN tokens and shall have no expectations of profit from the future success of QWIN's business and (or) the efforts of QWIN or other persons. Value of QWIN tokens depends on your active involvement in using and promoting it.
- 7.4. The Token Sale is not crowdfunding or initial public offer and you cannot participate in the Token Sale with a view to crowdfunding or initial public offer.
- 7.5. QWIN tokens are not shares of QWIN. QWIN tokens do not represent ownership interests or grant ownership, control and voting rights in QWIN, as well as does not grant any rights to receive a share of QWIN's profit.

- 7.6. QWIN tokens do not entitle you to any intellectual property rights in regard to QWIN and its products and services.
- 7.7. QWIN is not required to consult with you regarding any activities and (or) decisions of QWIN or coordinate it with you. You will not have any influence in the development or governance of QWIN.
- 7.8. QWIN tokens' holders cannot request an audit of QWIN and its business, and an investigation of QWIN's activities.
- 7.9. QWIN tokens can be used for payments and other transactions associated with virtual currencies.
- 7.10. QWIN is not obliged to redeem QWIN tokens in any case.

8. QWIN'S BUSINESS, PRODUCTS AND SERVICES

- 8.1. QWIN is building a gaming platform which will be run on QWIN tokens and mechanics of which are decentralized and independently executed as described in the Whitepaper.
- 8.2. QWIN has a live minimum viable product – the gaming platform prototype located at the Website. During the Token Sale and for the time period indicated in the Website and (or) the Whitepaper, Users registered at the Website are allowed to use the gaming platform prototype. The Website and the Whitepaper contain the description of the mechanics of the gaming platform and the game rules applying therewithin – by using the gaming platform prototype you confirm that you have read and understood them.
- 8.3. Until QWIN tokens are issued, the gaming platform prototype will be run on non-transferable digital units which are not regarded as virtual currencies. These non-transferable digital units will be allocated to the Users under the terms stipulated in the Website and (or) the Whitepaper. These digital units shall have the only purpose – to be used by Users as a payment for participation in games organized within the gaming platform.
- 8.4. QWIN will put effort, but it is not obliged to implement goals, promises and ideas indicated in the Agreement, the Whitepaper, the Website or elsewhere. However, neither QWIN, nor its management, employees, advisors, partners, affiliates or any other persons associated with QWIN shall be held liable for not achieving goals, promises and ideas indicated in the Agreement, the Whitepaper, the Website or elsewhere.

9. REFUNDS

- 9.1. There will be no refunds in regard to the Token Sale, purchase and usage of QWIN tokens for any reason, including, but not limited to, loss of your QWIN tokens due to technical reasons, errors, malfunction of the wallet, transaction failures, etc. All QWIN tokens are sold as-is without any guarantee.
- 9.2. By participating in the Token Sale, you are confirming that you have read and understand our no refunds policy, and you acknowledge that all purchases are final and non-refundable, and QWIN is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the Token Sale.

10. TAXES

- 10.1. You agree that you are solely responsible for determining the amount of any taxes that you may owe as a result of the Agreement, the Token Sale, QWIN tokens and usage thereof, and are solely responsible to collect, report and remit any such taxes required under law applicable to you. You shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase,

appreciation or trading of QWIN tokens (no matter whether acquired by participating in the Token Sale (or otherwise acquired). You acknowledge and agree that QWIN has no responsibility to collect, report or remit any applicable taxes in connection with the Agreement, the Token Sale, QWIN tokens and usage thereof. You hereby agree to fully indemnify, defend and hold QWIN (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with the Agreement, the Token Sale, QWIN tokens and usage thereof.

- 10.2. You shall be solely liable for all tax related penalties, claims, fines, punishments, liabilities or otherwise arising from your underpayment, undue payment or belated payment of any applicable tax. QWIN provides no advice and makes no representation as to the tax implication of any jurisdiction.

11. RISKS AND ACKNOWLEDGMENTS

- 11.1. You should peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated in the Agreement, the Whitepaper, the Website or elsewhere before deciding to participate in the Token Sale. Participating in the Token Sale will be deemed as you having accepted all the risks outlined in the Agreement.
- 11.2. Price of QWIN tokens may experience extreme volatility. Virtual currencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in value of QWIN tokens. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. QWIN cannot and does not guarantee any market liquidity for QWIN tokens. Additionally, due to different regulatory requirements in different jurisdictions, the liquidity of QWIN tokens may be markedly different in different jurisdictions.
- 11.3. While some of virtual currencies may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive QWIN of sufficient resources to continue to operate.
- 11.4. Virtual currencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. QWIN may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with QWIN, as well as be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of QWIN to further conduct business. The development, marketing, promotion or otherwise of QWIN may be seriously affected, hindered or terminated as a result.
- 11.5. Advances in cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all virtual currencies, including QWIN tokens. This could result in the theft, loss, disappearance, destruction or devaluation of QWIN tokens. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit QWIN accurately guide the development of QWIN tokens to take into account such unforeseeable changes in the domains of cryptography or security.
- 11.6. QWIN cannot guarantee the software used by QWIN to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and (or) security of QWIN tokens and consequently bring adverse impact on the value of QWIN tokens.
- 11.7. Ethereum is an open source project and supported by the community. QWIN does not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent

existence of forked blockchains could adversely impact the operation and the market value of QWIN tokens and in the worst-case scenario, could ruin the sustainability of QWIN tokens. While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.

- 11.8. The Ethereum source code and the software used by QWIN could be updated, amended, altered or modified from time to time by the developers and (or) the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects operation of QWIN tokens or their market value.
- 11.9. The blockchain rests on open-source software. Regardless of QWIN's effort to keep the blockchain secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of QWIN. This could consequently result in the loss of QWIN tokens held by you.
- 11.10. The loss or destruction of a private key required to access QWIN tokens may be irreversible. You are required to safeguard the private keys relating to your own wallets. To the extent such private key is lost, destroyed or otherwise compromised, neither QWIN, nor anyone else will be able to access the related QWIN tokens.
- 11.11. QWIN tokens are not deemed as currencies issued by any individual, entity, central bank or national, supra-national or quasi-national organization. The circulation and trading of QWIN tokens on the market depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any QWIN tokens from any user or QWIN tokens' holder. Nor does anyone guarantee the liquidity or market price of QWIN tokens to any extent. QWIN has no control over market price or liquidity of QWIN tokens once QWIN tokens start to trade in the open market.
- 11.12. It is possible that QWIN's products and services or QWIN tokens will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of QWIN's business.
- 11.13. QWIN, as developed, may not meet your expectations. You acknowledge that QWIN is currently under development and may undergo significant changes before release. You also acknowledge that any expectations regarding the form and functionality of QWIN held by you may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of QWIN. Furthermore, you acknowledge that QWIN project may never be fully completed or released.
- 11.14. You understand and accept that hackers or other groups or organisations may attempt to steal QWIN tokens or otherwise interrupt or cease QWIN's business or usage of QWIN tokens.
- 11.15. Except for historical information, there may be matters in the Agreement, the Website, Whitepaper or elsewhere that are forward-looking statements. Such statements are only predictions and are subject to inherent risks and uncertainty. Forward-looking statements, which are based on assumptions and estimates and describe QWIN's future plans, strategies, and expectations are generally identifiable by the use of the words 'anticipate', 'will', 'believe', 'estimate', 'plan', 'expect', 'intend', 'seek', or similar expressions. You are cautioned not to place undue reliance on forward-looking statements. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties both general and specific that contribute to the possibility those predictions, forecasts, projections and other forward-looking statements will not occur. Those risks and uncertainties include actors and risks specific to the industry in which QWIN operates as well as general economic conditions and prevailing exchange rates and interest rates. Actual performance or events may be materially different from those expressed or implied in those statements. All forward-looking statements attributable to QWIN or

persons acting on behalf of QWIN are expressly qualified in their entirety by the cautionary statements in this section. Except as expressly required by the applicable law, QWIN undertakes no obligation to publicly update or revise any forward-looking statements provided in this publication whether as a result of new information, future events or otherwise, or the risks affecting this information. None of QWIN, its officers or any person named in the Agreement, the Website, the Whitepaper or elsewhere with their consent, or any person involved in the preparation of the Agreement, the Website or the Whitepaper, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law.

11.16. The Internet industry is comprised of a number of participants and is subject to rapid change and competition QWIN faces from other organisations, some of which may have greater financial, technical and marketing resources. Increased competition could result in under-utilisation of employees, reduced operating margins and loss of market share, especially QWIN's first mover status. Any of these occurrences could adversely affect the QWIN's business, operating results and financial condition. The possibility remains that the fundamental business model may not achieve any traction due to an existing or new entrant offering a similar solution or that the general public do not see it as part of their future. The targets and business valuation inherent in the Website, the Whitepaper or elsewhere are based on QWIN's management personal experience, contacts and feedback from the market. There can be no assurance that these reflect the actual reality of the opportunity or that will be able to compete successfully against current or future competitors. You are encouraged to seek professional advice when assessing the understanding of QWIN's business model metrics and projected returns and values as presented by directors in the Agreement, the Website, the Whitepaper or elsewhere.

11.17. You acknowledge and agree that in no event shall QWIN be liable or responsible for any loss in any way arising out of your participation in the Token Sale, receiving and holding QWIN tokens, or use of the Website and Services – QWIN is hereby released by you from liability for any and all such loss.

12. ANTI-MONEY LAUNDERING POLICY

12.1. QWIN reserves the right to conduct "know your customer" procedure and any other kind of customer due diligence on you at any time (including after the close of the Token Sale). If QWIN discovers your purchase of QWIN tokens violating the Agreement or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your purchase of QWIN tokens under the Token Sale shall be invalid with retroactive effect and QWIN shall be entitled to immediately terminate the Agreement with you, deny your access to the Token Sale, reject delivery of any QWIN tokens and request return of any delivered QWIN tokens, irrespective of any payment that you could have made.

12.2. You may be required to provide QWIN with certain personal information, including but not limited to, your name, address, telephone number, email address, date of birth, personal code, passport, utility bills, proof regarding source of funds, etc. QWIN may also require you to answer certain questions or take certain actions in order to verify your identity or comply with applicable law. In submitting this personal information, you verify that the information is accurate and authentic, and you agree to update it if any information changes. You hereby authorize QWIN to directly make any inquiries we consider necessary to verify your identity and (or) account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.

12.3. Use of QWIN tokens is subject to international export controls and economic sanctions requirements. By acquiring QWIN tokens, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire QWIN tokens if you are on any sanctions list or you intend to use QWIN tokens in association with any persons or entities that are listed on any sanctions list.

13. PROHIBITED ACTIVITIES

- 13.1. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency.
- 13.2. You may not use your QWIN tokens and (or) our Services to engage in the following categories of prohibited activity and you confirm that you will not use QWIN tokens to do any of the following:
 - 13.2.1 Engage in a transaction involving the proceeds of any unlawful activity;
 - 13.2.2 Defraud or attempt to defraud QWIN;
 - 13.2.3 Provide false, inaccurate or misleading information;
 - 13.2.4 Infringe upon QWIN's or any third party's copyright, patent, trademark, or intellectual property rights;
 - 13.2.5 Take any action that imposes an unreasonable or disproportionately large load on QWIN's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
 - 13.2.6 Transmit or upload any material to the Website that contains viruses, Trojan horses, worms, malware or any other harmful or deleterious programs;
 - 13.2.7 Otherwise attempt to gain unauthorized access to the Website, computer systems or networks connected to the Website, through password mining or any other means.
- 13.3. QWIN reserves the right at all times to monitor, review, retain and (or) disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. QWIN reserves the right to cancel and (or) suspend your Account and usage of QWIN tokens immediately and without notice if we determine, in our sole discretion, that your Account and usage of QWIN tokens are associated with prohibited use, and (or) a prohibited business, and or illegal activity under applicable law.

14. LIABILITY AND INDEMNIFICATION

- 14.1. You are responsible for actions performed by participating in the Token Sale, using the Website, Services and QWIN tokens.
- 14.2. You acknowledge that participating in the Token Sale, purchasing QWIN tokens and using them and Services involves risk and you will not hold QWIN accountable for any gains or losses that you incur as a result.
- 14.3. By participating in the Token Sale, receiving and holding QWIN tokens and (or) using the Services, to the extent permitted by applicable law, you agree that QWIN, and other third parties (including, but not limited to, any managers, employees, advisors) cannot be held liable for any loss (including without limitation indirect, special, incidental, consequential, or tort damages, or lost profits) arising out of, or in any way connected to your participation in the Token Sale, receiving and holding QWIN tokens and (or) using the Services in any manner. Additionally, as a user of QWIN tokens and the Services, you acknowledge that QWIN has no responsibility for any injury, direct or indirect loss, claim, damages or any special, incidental, consequential, exemplary or punitive damages of any kind that you incur as a direct or indirect result of participation in the Token Sale, usage of the Website or Services.
- 14.4. You understand and agree that QWIN and (or) other third parties (including, but not limited to, any managers, employees, advisors) shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of QWIN tokens. You understand and expressly agree that QWIN and (or) other third parties (including, but not limited to, any managers, employees, advisors) shall not guarantee in any way that QWIN tokens might be sold or transferred during or after the Token Sale.

- 14.5. QWIN tokens are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your participation in the Token Sale, use of the Website and Services and buying of any amount of QWIN tokens and their use.
- 14.6. You understand and acknowledge that the Services are being provided to you "as is" and "as available" without warranty of any kind. QWIN specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, or non-infringement. QWIN does not guarantee continuous, uninterrupted, error-free or secure access to any part of the Token Sale, Website or Services.
- 14.7. To the extent allowable pursuant to applicable law, you shall indemnify, defend, and hold QWIN and (or) any of QWIN's subsidiaries, affiliates, partners, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, payments, liabilities, costs, fines, taxes, penalties and expenses (including the amount paid in settlement of any claim, action, suit or proceeding and the fees and expenses of counsel incurred obtaining advice in respect of, or in defending or settling, any such claim, action, suit or proceeding) of whatsoever nature or kind, and (or) liabilities (including, but not limited to reasonable attorneys' fees incurred and (or) those necessary to successfully establish the right to indemnification) filed/incurred by any third party against us in any jurisdiction arising out of a breach of any warranty, representation, or obligation hereunder, and (or) arising out of or related to your participation in the Token Sale, receiving and holding QWIN tokens, your use of the Website and Services, your breach of the Agreement, your misuse of the Token Sale or QWIN tokens, or your violation of any law, rule or regulation, or the rights of any third party.
- 14.8. In the event that QWIN and (or) its subsidiaries, affiliates, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees face legal action as a result of your actions, you agree cover any damages, including legal fees, that QWIN incurs as a result.
- 14.9. You hereby expressly agree that, to the maximum extent permitted by the applicable law, QWIN does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, the Website, Services and (or) QWIN tokens, regardless of the basis, upon which the liability is claimed.
- 14.10. In any case, total amount of QWIN's aggregate liability under the Agreement may not exceed 100 EUR (one hundred euro). If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning participation in the Token Sale, use of the Website and Services and use and buying of QWIN tokens, and that QWIN should not accept any liability for any illegal or unauthorized use of the Website and Services and use and buying of QWIN tokens.
- 14.11. The content provided by QWIN are for informational purposes only and are not intended to provide legal, financial, tax, accounting or investment advice. We assume no liability for any information provided by our employees, directors, or affiliates, regardless of its accuracy. Any action taken by you is your decision, and you relieve QWIN of any liability for any outcome that may occur.
- 14.12. The Website, the Whitepaper and other documents may include forward-looking statements as stipulated in Clause 11.15. By participating in the Token Sale, receiving and holding QWIN tokens, or using the Website and Services, you acknowledge and agree that you fully understand and accept the risks indicated in Clause 11.15, and to the extent permitted by applicable law, you agree that QWIN will not be held liable for any loss arising out of, or in any way connected with your participation in the Token Sale, receiving or holding QWIN tokens or use of the Website and Services.

15. FORCE MAJEURE

15.1. QWIN shall not be liable in any way for delays, failure in performance or interruption of the Services which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications of Internet services or network provider services, failure of equipment and (or) software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity of enforceability of any remaining provisions.

16. DISCLAIMERS AND WAIVERS

16.1. You shall accept the Website and the Token Sale "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, merchantability, fitness for a particular purpose or non-infringement.

16.2. The Website and the Whitepaper does not purport to contain all the information that you may require. In all cases, you should conduct your own investigation and analysis of QWIN and its business, and the data contained in the Website and the Whitepaper.

16.3. QWIN does not make any representation or warranty as to the accuracy or completeness of the information contained in the Website and the Whitepaper. Furthermore, QWIN shall not have any liability to the recipient or any person resulting from the reliance upon the Website and the Whitepaper in determining to participate in the Token Sale and use QWIN tokens.

16.4. You must rely on your own investigation of all financial information indicated in the Website and the Whitepaper and no representations or warranties are or will be made by QWIN as to the accuracy or completeness of such information.

16.5. QWIN makes no representation about the underlying value of QWIN tokens.

16.6. The Website and the Whitepaper are prepared for your general information only. It is not intended to be a recommendation to participate in the Token Sale and (or) use QWIN tokens.

17. SECURITY

17.1. You are responsible for maintaining the confidentiality and security of your Account ID and password, and accept responsibility for all activities that occur under your Account or password. You must notify QWIN immediately in the event that the security of your login or password has been breached or compromised.

17.2. You are also responsible for maintaining adequate security and control of any and all identification numbers, private keys, or any other codes that you use to access the Website, Services and (or) use QWIN tokens.

17.3. You agree to not hold QWIN liable for any loss arising out of, or in any way connected to, your failure to properly secure and keep private your Account information, email address, any password, private keys and any other identification numbers/codes used in connection with participation in the Token Sale and usage of QWIN tokens, the Website and Services.

17.4. QWIN shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

17.5. QWIN does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. QWIN will not be liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website and Services.

18. PRIVACY POLICY

18.1. Before entering into the Agreement, you must also read our Privacy Policy accessible at the Website. QWIN may at any time in its own discretion adopt a separate Privacy Policy and when that happens you must agree with that Privacy Policy.

19. WEBSITE USAGE

19.1. You agree not to copy any information from the Website without our permission, with the exception of information for your personal non-commercial use.

19.2. The pages of the Website may contain links to third party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended to visit by QWIN. In addition QWIN does not guarantee their safety and conformity with any user expectations. Furthermore, QWIN is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context. Links to such third party material do not imply any endorsement by QWIN of such third party material or the content, products or services available from such third party material. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party material.

19.3. The contents of the Website are provided on an "as is" and "as available" basis without warranties of any kind and are made available for your general information only. No warranty of any kind, express, implied or statutory, is given in conjunction with the contents of the Website, the tools contained in the Website or the Website in general.

19.4. QWIN does not warrant the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the information on the Website or any website linked to the Website, or that the information available on the Website, or associated therewith, will be uninterrupted or error-free or that defects will be corrected or that this Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or omissions. QWIN shall not be liable for uninterpreted availability of the Website at all times, in all countries and (or) all geographic locations, or at any given time.

19.5. The information contained on the Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.

19.6. QWIN reserves the right, at its sole and absolute discretion and without giving prior notice, to vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website. QWIN also reserves the right to block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. QWIN will not be liable for any loss which may be incurred as a result of such action.

19.7. QWIN reserves the right to disable any links which in its opinion, contain information, images, representations or other material of an inappropriate, defamatory, obscene, indecent or unlawful nature, or that violate any law or any public, privacy, intellectual property or other proprietary right; or have not been authorized by us.

20. INTELLECTUAL PROPERTY

20.1. The URLs representing the Website, "QWIN" and all related logos of the Services described in the Website are either copyrighted by QWIN or are trademarks of QWIN. In addition, all page headers, custom graphics, design, button icons, scripts, source code, content are copyrighted by QWIN. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All the content indicated in the Website, the Whitepaper and any content thereon is the exclusive property of QWIN. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.

20.2. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website shall vest in and remain with QWIN. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach the Agreement.

20.3. You are not permitted to copy, transfer, distribute, reverse compile, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website without the prior written permission of QWIN.

21. REPRESENTATIONS AND WARRANTIES

21.1. You attest that you are not a criminal, are not associated with any criminal activity, and that all funds that are used by you in connection with the Token Sale and purchase of QWIN tokens are free from any criminal association, are not the proceeds of crime, and are not derived from any criminal activity.

21.2. By participating in the Token Sale and buying QWIN tokens hereunder you represent and warrant that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving QWIN tokens are being used to facilitate any criminal or illegal activity.

21.3. You hereby certify to us that any funds used by you in connection with participation in the Token Sale are either owned by you or that you are validly authorized to carry out transactions using such funds.

21.4. You represent and warrant that you have such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks purchasing virtual currencies and specifically QWIN tokens and are able to bear the economic risk of total loss of such purchase.

21.5. You are bind by all the other representations and warranties stipulated in the Agreement.

22. TERMINATION (LIMITATION) OF THE AGREEMENT

22.1. The term of the Agreement is for a period of time as of you successfully register at the Website until the Agreement is terminated for whatever reason. Account cancellation shall mean the Agreement termination.

22.2. At any time and for any reason in its sole discretion QWIN may terminate the Agreement, your access to your Account, the Token Sale, the Website and (or) Services, and may halt any pending transactions and (or) funds and (or) QWIN tokens at any time without notice to you. QWIN shall have no liability or obligation for the termination of the Agreement.

22.3. In case of termination of the Agreement for any reason you will not be refunded with any amount of QWIN tokens.

23. JURISDICTION, APPLICABLE LAW AND DISPUTE RESOLUTION

23.1. Jurisdictions of the United States of America (including all territories of this country), People's Republic of China (excluding Hong Kong and Taiwan) and (or) South Korea are specifically excluded from the Token Sale and the Agreement.

23.2. QWIN reserves the right to change the jurisdiction of QWIN and the Agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and (or) other affiliated companies for execution of the Agreement, the Services and other activities related to the Token Sale and QWIN's business.

23.3. The interpretation, validity and enforcement of the Agreement, and all legal actions brought under or in connection with the Agreement, shall be governed by the laws of the Republic of Lithuania.

23.4. Any disagreements or disputes of the User and QWIN, arising from the Agreement, shall be settled by negotiations between the User and QWIN. In case of failure to reach an agreement in 14 (fourteen) days, any disputes, disagreements or claims, arising from the Agreement or related to it, its breach, dissolution or validity, that have not been solved by the User and QWIN, shall be settled in the competent court of the Republic of Lithuania. Both the User and QWIN hereby submit to the exclusive jurisdiction of the courts in the Republic of Lithuania. If a party fails to raise a claim within 30 days from the failure to settle by negotiations, a party loses its right to file the claim in the state court or any other instance court or arbitration.

23.5. Any User that breaks any law in their jurisdiction of residence or nationality by using QWIN tokens, the Website and (or) Services shall be liable for any damages incurred by QWIN as a result and agrees to forfeit any assets within their wallet (where QWIN tokens are stored), at the discretion of QWIN or its employees.

24. MISCELLANEOUS PROVISIONS

24.1. You confirm that you have read the Agreement, understood its terms, conditions and consequences.

24.2. If any term, provision, covenant or restriction of the Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

24.3. All the notices, consents and other communication of the parties related to the Agreement shall be delivered via e-mail or registered post/courier if QWIN requests such type of delivery.

24.4. QWIN has a right to revoke the Agreement if you do not comply with the Agreement, act in a fraudulent or illegal way and (or) engage in unauthorized transmission and use of personal data.

24.5. The Agreement is personal to you and it cannot be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate the Agreement and the rights and (or) obligations stipulated in the Agreement shall be null and void. QWIN may freely assign the Agreement and (or) delegate its duties without consent or notice.

- 24.6. The Agreement together with the Whitepaper and any terms and conditions published from time to time on the Website constitutes the entire agreement between the parties with respect to the subject matter hereof. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive the party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
- 24.7. You agree to refrain from making, any negative, detracting or unfavourable statements concerning QWIN, QWIN tokens, any subsidiaries or affiliates, their respective business or business endeavours, products or Services, or their respective former or present officers, directors, agents, distributors or consultants, which may have the effect of diminishing the reputations of QWIN, QWIN tokens, any subsidiaries or affiliates, or respective former or present officers, directors, agents, distributors or consultants of QWIN or any subsidiaries or affiliates of its business or business endeavours.
- 24.8. The Agreement is not intended to create, and it shall in no way be construed as creating a joint venture, partnership, or any other similar relationship between you and QWIN.
- 24.9. To the extent that the Agreement, the Whitepaper, any terms and conditions published from time to time on the Website conflict with translated copies, the English version prevails.