

TRADERISER – TOKEN PURCHASE TERMS AND CONDITIONS

Dated: 23rd May 2018

NOTICE TO INVESTORS

The following terms and conditions, together with any other terms incorporated by reference (the “**Terms**”) govern your (“you” or the “**Purchaser**”) purchase of cryptographic tokens from “TradeRiser Limited” (“**XTI**”), a private limited company registered in Hong Kong (the “**Company**”). Purchaser and Company may be referred as Party or Parties in below. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.

The Terms describe the initial sale of XTI (the “**ICO**”) as well as the rights and obligations arising from XTI. Please read the Terms carefully before using the services described by the Company or making offers to purchase XTI. By using the website of the Company used for the ICO or making offers to purchase XTI, you acknowledge that you have read these Terms and you agree to be bound by them. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE OR MAKE OFFERS TO PURCHASE XTI FROM THE COMPANY. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT SUPPORT@TRADERISER.COM.

By purchasing XTI, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Team**”) liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of XTI, including losses associated with the Terms set forth below.

DO NOT PURCHASE XTI IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING XTI, YOU SHOULD CAREFULLY CONSIDER THE TERMS BELOW AND CONSULT AN APPROPRIATE TECHNICAL EXPERT, LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE XTI.

PURCHASES OF XTI SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF XTI DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF ETHEREUM OR XTI RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE XTI OR PARTICIPATE IN THE SALE OF XTI. YOUR PARTICIPATION IN XTI SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

YOU MUST READ THE FOLLOWING DOCUMENT BEFORE MAKING USE OF THE ASSOCIATED WHITEPAPER (THE “**WHITEPAPER**” PROVIDED AT WWW.TRADERISER.COM (THE “**WEBSITE**”)) AND BEFORE PARTICIPATING IN THE XTI TOKEN SALE. THE CONTENTS OF THESE TERMS OUTLINES THE TERMS AND CONDITIONS APPLICABLE TO YOU IN CONNECTION WITH YOUR USE OF THE WHITEPAPER AS WELL AS YOUR PARTICIPATION IN THE XTI TOKEN SALE AND THESE TERMS SHALL BE READ AND IN CONJUNCTION AND ARE SUBJECT TO THE WHITEPAPER.

THE COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE THE PORTIONS OF THESE TERMS AND/OR THE WHITEPAPER AT ANY TIME FOR ANY REASON.

ALTHOUGH WE AIM AT INFORMING KNOWN USERS OF SUCH CHANGES, THIS MAY NOT BE POSSIBLE. THUS IT REMAINS YOUR OBLIGATION TO REVIEW THESE TERMS PERIODICALLY. ANY CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING AT OUR WEBSITE. YOU ARE OBLIGED TO CHECK THE LATEST VERSION OF THESE TERMS AND THE WHITEPAPER BEFORE PARTICIPATING IN THE XTI TOKEN SALE. THE INFORMATION SET FORTH IN THIS DOCUMENT MAY NOT BE EXHAUSTIVE AND DOES NOT IMPLY ANY ELEMENTS OF A CONTRACTUAL RELATIONSHIP. ALTHOUGH WE WILL MAKE EVERY REASONABLE EFFORT TO ENSURE THAT ALL INFORMATION IN THE WHITEPAPER AND IN THIS DOCUMENT IS ACCURATE AND UP-TO-DATE, SUCH MATERIAL IN NO WAY CONSTITUTES PROFESSIONAL ADVICE. THE COMPANY DOES NOT GUARANTEE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, CURRENT STATE OR COMPLETENESS OF THE AVAILABLE INFORMATION.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, XTI IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. GENERAL

- 1.1 XTI is a cryptographic token to be issued by the Company. XTI is based on Ethereum, and purchase and future handling of XTI requires access to generally accepted storage and transmission systems of Ethereum.
- 1.2 XTI is intended for use as contemplated by the Company in the Whitepaper as of the date the Purchaser acquires XTI and XTI provide the Purchasers with access to the products and services to be provided by the Company. To the extent they do not contradict these Terms, the rights connected to XTI are subject to the limitations set out in the Whitepaper, but this should in no case create obligations for the Company in addition to the ones contained in these Terms.
- 1.3 XTI can be held and used at the sole discretion of the holder to the extent this does not contradict these Terms. The Company aspires to achieve the milestones described in the Whitepaper. The Company makes no representations nor warrants that such milestones are achievable or will be achieved.
- 1.4 The Company is not an investment advisor, and does not give investment advice to you. XTI is not a security.

2. LEGAL CONSIDERATIONS

- 2.1 YOU SHALL NOT ACQUIRE XTI TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR A CITIZEN OR RESIDENT OF THE PEOPLE'S REPUBLIC OF CHINA OR IF YOU ARE A PERSON: (I) IN ANY JURISDICTION IN WHICH SUCH OFFER AND/OR PURCHASE OF XTI IS NOT AUTHORISED; OR (II) IN ANY JURISDICTION IN WHICH THE PERSON MAKING SUCH OFFER AND/OR PURCHASE IS NOT QUALIFIED TO DO SO; OR (III) TO ANY PERSON TO WHOM OR FROM WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER AND/OR PURCHASE ("**RESTRICTED JURISDICTION**") AND SUCH PERSON IN A RESTRICTED JURISDICTION, A "RESTRICTED PERSON"). THE TERM "RESTRICTED PERSONS" REFERS TO ANY FIRM, COMPANY, PARTNERSHIP, TRUST, CORPORATION, ENTITY, GOVERNMENT, STATE OR AGENCY OF A STATE OR ANY OTHER INCORPORATED OR UNINCORPORATED BODY OR ASSOCIATION, ASSOCIATION OR PARTNERSHIP (WHETHER OR NOT HAVING SEPARATE LEGAL PERSONALITY) THAT IS ESTABLISHED AND/OR LAWFULLY EXISTING UNDER THE LAWS OF A RESTRICTED JURISDICTION.
- 2.2 The XTI tokens described in the Whitepaper are not intended to constitute, and shall not constitute securities in any jurisdiction. The XTI tokens do not entitle you to any equity, governance, voting, or similar right or entitlement in the Company or any affiliated companies.
- 2.3 The Whitepaper does not constitute a prospectus or offer document of any sort and the Whitepaper and these Terms are not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. The Company does not provide any opinion or any advice to purchase, sell, or otherwise transact with XTI tokens and the presentation, publication, or communication of all or any part of the Whitepaper and these Terms shall not

form the basis of, or be relied upon in connection with, any contract or investment decision.

- 2.4 NO PART OF THE WHITEPAPER AND THESE TERMS SHOULD BE CONSIDERED TO BE BUSINESS, LEGAL, FINANCIAL, OR TAX ADVICE REGARDING THE COMPANY, THE XTI TOKENS, THE XTI TOKEN SALE OR ANY OF THE MATTERS TO WHICH ALL OR ANY PART OF THE WHITEPAPER OR THESE TERMS RELATES. YOU SHOULD CONSULT YOUR OWN LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISOR REGARDING THE WHITEPAPER OR THESE TERMS. YOU SHOULD BE AWARE THAT YOU MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF ANY PURCHASE OF TOKENS FOR AN INDEFINITE PERIOD OF TIME.

3. **RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION OF INFORMATION**

- 3.1 No regulatory authority has examined or approved any of the Whitepaper and/or these Terms, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of all or any part of the Whitepaper and/or these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with.
- 3.2 The distribution or dissemination howsoever of all or any part of the Whitepaper and these Terms may be prohibited or restricted by the laws, regulatory requirements and rules of certain jurisdictions. In the case where any such restriction applies, you are responsible for informing yourself in respect of the same and for observing any such restrictions which are applicable to your possession and/or dissemination of all or any part of the Whitepaper and these Terms at your own expense and without liability to the Company.
- 3.3 Persons to whom a copy of all or any part of the Whitepaper and these Terms has been distributed or disseminated, provided access to or who otherwise have all or any part of the Whitepaper and these Terms in their possession shall not circulate it to any other persons, reproduce or otherwise distribute any information contained herein for any purpose whatsoever nor permit nor cause the same to occur.

4. **INTERNATIONAL USERS**

- 4.1 The Website is controlled, operated and administered by the Company from our offices within the Hong Kong. If you access the Website from a location outside the Hong Kong or UK, you are responsible for compliance with all local laws, whether in the Hong Kong or in your jurisdiction. You agree that you will not use the Company Content (as defined hereafter) accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

5. **CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS**

- 5.1 All Statements contained in the Whitepaper and/or these Terms, statements made in any press releases or in any place accessible by the public and oral statements that may be made by the Company, or representatives of the Company (as the case may be) that are not statements of historical fact, constitute "forward-looking statements." Some of these statements can be identified by forward-looking terms such as "aim," "target," "anticipate," "believe," "could," "estimate," "expect," "if," "intend," "may," "plan," "possible," "probable," "project," "should," "would," "will" or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding the financial position, business strategies, plans and prospects and the future prospects of the industry which the Company is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Company's revenue profitability and growth, expected revenue profitability and growth, prospects, future plans, other expected industry trends and other matters discussed in the Whitepaper and/or these regarding the Company are matters that are not historic facts, but only estimations and predictions. The Company does not makes any representation or warranty on having made any predictions or estimates or expectations on the basis of any formula, any mathematical or scientific modelling or forecast, or having made any due and proper enquiries or having undertaken any independent research or studies or otherwise. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of the Company to be materially different from any future results, performance, or achievements expected, expressed

or implied by such forward-looking statements. These factors include, amongst others:

- 5.1.1 changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which the Company conducts business and operations.
 - 5.1.2 the risk that the Company may be unable to execute or implement its business strategies and future plans;
 - 5.1.3 changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
 - 5.1.4 changes in the anticipated growth strategies and expected internal growth of the Company;
 - 5.1.5 changes in the availability and fees payable to the Company in connection with either or both of their business and operations;
 - 5.1.6 changes in the availability and salaries of employees who are required by the Company to operate either or both of its business and operations;
 - 5.1.7 changes in preferences of customers of the Company;
 - 5.1.8 changes in competitive conditions under which the Company operate, and its ability to compete under such conditions;
 - 5.1.9 changes in the future capital needs of the Company and the availability of financing and capital to fund such needs;
 - 5.1.10 war or acts of international or domestic terrorism;
 - 5.1.11 occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of the Company;
 - 5.1.12 other factors beyond the exclusive control of the Company; and
 - 5.1.13 any risk and uncertainties associated with the Company and either of their businesses and/or operations, the XTI tokens, the XTI token and reliance on all or any part of the Whitepaper and/or these.
- 5.2 All forward-looking statements made by or attributable to the Company and/or Company's Team are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of the Company to be materially different from that expected, expressed or implied by the forward-looking statements in the Whitepaper and these Terms, undue reliance must not be placed on these statements.
- 5.3 These forward-looking statements are only applicable as of the later of the date of publication of the Whitepaper and these Terms. Neither the Company nor the Company's Team nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of the Company will be discussed in these forward-looking statements. The actual results, performance or achievements of the Company may differ materially from those anticipated in these forward-looking statements.
- 5.4 Nothing contained in the Whitepaper and these Terms is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Company. Further, the Company disclaim any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.
- 6. REPRESENTATION AND WARRANTIES BY YOU**
- 6.1 When you purchase, or otherwise receive, a XTI token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true

and accurate reflection of the basis on which you are acquiring the XTI tokens:

- 6.1.1 you have read and understood both these Terms and the Whitepaper;
- 6.1.2 you are, and will be at all time during your use of the Website, Company's websites and/or XTI, fully compliant with these Terms;
- 6.1.3 you have the necessary authority to accept and enter into these Terms and perform the obligations contained herein;
 - (A) the acceptance of these Terms and the entry into a binding agreement with the Company shall not result in any breach of, be in conflict with, or constitute a material default under:
 - (B) any provision of the Purchaser's constitutional documents (in the case of a body corporate);
 - (C) any provision of any judgment, decree or order imposed on you by any court of competent jurisdiction, governmental authority and/or regulatory authority; and/or
 - (D) any material agreement, obligation, duty or commitment to which you are a party or are bound;
- 6.1.4 the distribution or dissemination of the Whitepaper or these Terms, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the Company;
- 6.1.5 you are fully aware of and understand that you are not eligible to purchase any XTI tokens or access the Whitepaper or these Terms if you are a citizen, national, resident (tax or otherwise) and/or green card holder of a Restricted Jurisdiction or if you are a Restricted Person;
- 6.1.6 you are not acquiring and will not transfer any XTI tokens within any Restricted Jurisdiction and will engage in any activity relating to the sale of XTI tokens in any Restricted Jurisdiction.
- 6.1.7 you will not transfer directly or indirectly any of your XTI tokens or any interest therein (including without limitation any right to receive any distributions, as the case may be) to a Restricted Person or to any other person or entity unless the proposed transferee has made the same representations and warranties as set out herein.
- 6.1.8 you are legally permitted to receive and hold and make use of XTI in your and any other relevant jurisdiction;
- 6.1.9 neither the Company nor any of the Company Team has provided you with any advice regarding whether XTI is a suitable investment for you;
- 6.1.10 you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- 6.1.11 you take sole responsibility for any restrictions and risks associated with receiving and holding XTI, including but not limited to these set out in Appendix;
- 6.1.12 by acquiring XTI, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- 6.1.13 you agree and acknowledge that the XTI tokens do not constitute securities in any form in any jurisdiction;

- 6.1.14 you agree and acknowledge that in the case where you wish to purchase any XTI tokens, the XTI tokens are not to be construed, interpreted, classified or treated as:
- (A) any kind of currency or commodity;
 - (B) debentures, stocks or shares issued by any person or entity (whether the Company or otherwise);
 - (C) rights, options or derivatives in respect of such debentures, stocks or shares;
 - (D) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss
 - (E) units in a collective investment scheme, units in a business trust or derivatives of units in a business trust; or
 - (F) any other security or class of securities,
- 6.1.15 your acquisition of XTI does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- 6.1.16 you understand that XTI confer only a limited potential future right or expectation to use and interact with the Company as more particularly described in the Whitepaper, and that XTI does not confer any other rights of any kind with respect to the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights.
- 6.1.17 you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of XTI and allocate XTI to you;
- 6.1.18 you have not supplied us with information relating to your acquisition of XTI or otherwise which is inaccurate or misleading;
- 6.1.19 you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- 6.1.20 you will notify us promptly of any change to the information supplied by you to us;
- 6.1.21 you are of a sufficient age (if an individual) to accept these Terms, enter into a binding agreement with the Company and legally obtain XTI, and you are not aware of any other legal reason to prevent you from obtaining XTI;
- 6.1.22 you are not obtaining or using XTI for any illegal purpose, and will not use XTI for any illegal purpose;
- 6.1.23 your contribution for the purchase of XTI tokens shall be transferred to the Company from an Ethereum wallet that:
- (A) is registered to the Purchaser and that the Purchaser is the owner of the private key of the Ethereum wallet; and
 - (B) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a “non-cooperative country or territory” (a “**Prohibited Jurisdiction**”);
- 6.1.24 you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a countrywide or

territory-wide sanctions by any government and/or regulatory authority;

- 6.1.25 you will comply with any and all tax obligations in your jurisdiction of domicile and/or incorporation/registration (in the case of a body corporate);
- 6.1.26 to the extent permitted by law, you waive any right you may have and/or obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of XTI;
- 6.1.27 to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of XTI and/or the Ethereum network;
- 6.1.28 you accept that XTI is created and you obtain XTI on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing XTI without being able to provide any warranties in relation to XTI, including, but not limited to, title, merchantability or fitness for a particular purpose;
- 6.1.29 you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of XTI (ii) the potential appreciation or depreciation in the value of XTI over time, if any, (iii) the sale and purchase of XTI; and/or (iv) any other action or transaction related to XTI has tax implications.

7. ALL PURCHASES OF XTI ARE FINAL

- 7.1 ALL PURCHASES OF XTI ARE FINAL. PURCHASES OF XTI ARE NON-REFUNDABLE. BY PURCHASING XTI, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.
- 7.2 IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING XTI CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR XTI, THE COMPANY RESERVES THE RIGHT TO BUY ALL XTI FROM SUCH XTI OWNERS AT THE THEN-EXISTING MARKET PRICE.

8. TAXATION OF XTI AND TAXATION RELATED TO THE ICO

- 8.1 The Purchaser bears the sole responsibility to determine if the purchase of XTI with Ethereum or the potential appreciation or depreciation in the value of XTI over time has tax implications for the Purchaser in the Purchaser's home jurisdiction.
- 8.2 By purchasing XTI, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of XTI.

9. PRIVACY

- 9.1 The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information.

10. COPYRIGHT OF COMMUNICATIONS IN CONNECTION WITH OUR SERVICES

- 10.1 You agree that any materials, information or communications transmitted between you and the Company in any form, or between you and any other Company's user as the case may be, are non- confidential and will become the sole, exclusive property of the Company.
- 10.2 The Company will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is

permissible by law.

11. LICENSE

- 11.1 We grant you a limited, nonexclusive, non-transferable license (“**License**”) to access our network and use our Website and services available thereunder. As a condition of your use of the Website, you warrant to the Company that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.
- 11.2 This License is subject to these Terms. Any other use of our services not expressly permitted by these Terms is prohibited. All other rights are reserved by the Company and our licensors, including that to any content or functionality as presented on the Website.
- 11.3 All content included on the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website (collectively, “**Company Content**”), is the property of the Company or its suppliers and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 11.4 You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Company Content, in whole or in part, found on the Company Site. Company Content is not for resale. Your use of the Company Site does not entitle you to make any unauthorized use of any Company Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Company Content. You will use Company Content solely for your personal use, and will make no other use of Company Content without the express written permission of Company and the copyright owner. You agree that you do not acquire any ownership rights in any Company Content. We do not grant you any licenses, express or implied, to the intellectual property of Company or our licensors except as expressly authorized by these Terms.

12. TERMINATION

- 12.1 We may terminate or suspend your License to use the Website and services available thereunder without prior notice or liability for any reason whatsoever, including (but not limited to) breaching of these Terms. Nothing in these terms or in any other communication or action by the Company or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination.
- 12.2 THE USE OF THE WEBSITE IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS AND SUCH UNAUTHORIZED USE COULD RESULT IN THE TERMINATION OR SUSPENSION OF YOUR LICENCE TO USE THE WEBSITE OR ANY SERVICES AVAILABLE THEREUNDER.
- 12.3 All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

13. ASSIGNMENT

- 13.1 The Company reserves the right to assign any and all of its rights or obligations hereunder to a third party without your written consent. You shall not assign any or all of your rights or obligations hereunder.

14. LINKS TO OTHER WEBSITES

- 14.1 The Company or other users may provide links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services.

- 14.2 You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or detrimental reliance on any information, content, goods or services available on or through any such websites or services. The Company is not liable for any loss or damage incurred as a result of interacting with any third party content on our Website.
- 14.3 The owners of this website and the company cannot guarantee or verify the contents of any externally linked website despite their best efforts. You should therefore note that you click on external links at your own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.
- 14.4 This website may contain sponsored links and adverts. These will typically be served through our advertising partners to whom may have detailed privacy policies relating directly to the adverts they serve.
- 14.5 Clicking on any such adverts will send you to the advertisers website through a referral program which may use cookies and will track the number of referrals sent from this website. This may include the use of cookies which may in turn be saved on your computer's hard drive. Users should therefore note they click on sponsored external links at their own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.
- 14.6 The owners of this website and the Company cannot guarantee or verify the contents of any externally linked website despite their best efforts. You should therefore note that you click on external links at your own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

15. **FORCE MAJEURE**

15.1 The Company Team is not liable for failure to perform solely caused by:

- 15.1.1 unavoidable casualty,
- 15.1.2 delays in delivery of materials,
- 15.1.3 embargoes,
- 15.1.4 government orders,
- 15.1.5 acts of civil or military authorities,
- 15.1.6 acts by common carriers,
- 15.1.7 emergency conditions (including weather conditions),
- 15.1.8 security issues arising from the technology used,

15.2 or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

16. **NO REPRESENTATIONS**

The Company does not make or purports to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy, and completeness of any of the information set out in the Whitepaper and/or these Terms.

17. **DISCLAIMER OF WARRANTIES**

17.1 THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING XTI AT THE PURCHASER'S SOLE RISK AND THAT XTI IS PROVIDED ON AN "AS IS" BASIS

WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

17.2 Without limiting the foregoing, none of the Company team warrants that the process for purchasing XTI will be uninterrupted or error-free.

18. **LIMITATIONS OF LIABILITY**

18.1 The purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to: (i) use of, or inability to use, XTI; or (ii) the Company Team 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 none of the Company Team shall be liable for:

18.1.1 any loss of profits, lost savings or incidental, indirect, special or consequential damages, arising out of your use or inability to use the services or products or XTI tokens offered by the Company or any breach of any of these terms by you or any third party;

18.1.2 any security risk such as hacker attacks, loss of password, loss of private key, or similar;

18.1.3 mistakes or errors in code, text, or images involved in the XTI token sale, or in any of the Whitepaper and/or these Terms; or

18.1.4 any information contained in the Whitepaper and/or these Terms or any expectation, promise, representation, or warranty arising (or purportedly arising) therefrom;

18.1.5 any losses resulting from the volatility in pricing of XTI tokens in any countries and on any exchange or market (regulated, unregulated, primary, secondary, or otherwise);

18.1.6 any losses or damages arising out of, or in connection with, the purchase, use, sale, or any exchange of the XTI tokens; or

18.1.7 arising out of, or in any way connected to, your failure to properly secure any private key to a wallet containing XTI tokens,

(collectively, the “**Excluded Liability Matters**”).

18.2 To the maximum extent permitted by applicable law, you hereby irrevocably and unconditionally waive: (i) all and any claims (whether actual or contingent and whether as an employee, office holder, trustee, or in any other capacity whatsoever or howsoever arising) including, without limitation, claims for or relating to the Excluded Liability Matters, any payment or repayment of monies, indemnity or otherwise that you may have against the Company or against any of the Company’s Team; and (ii) release and discharge the Company and all of the Company’s from any and all liability (or whatsoever nature or howsoever arising) it or they may have to you.

18.3 The purchaser further specifically acknowledges that the Company Team is not liable for the conduct of third parties, including other purchasers of XTI, and that the risk of purchasing and using XTI rests entirely with the purchaser.

18.4 To the extent permissible under applicable laws, under no circumstances will any of the Company Team be liable to any Purchaser for an amount greater than the lesser of:

18.4.1 the amount than the Purchaser have paid to the Company for the purchase of XTI; or

18.5 Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section

and elsewhere in the terms may not apply to a purchaser. In particular, nothing in these terms shall affect the statutory rights of any purchaser or exclude injury arising from any wilful misconduct or fraud of the Company Team.

19. INDEMNIFICATION

19.1 To the fullest extent permitted by applicable law, you hereby and irrevocably and unconditionally undertake to indemnify, and keep indemnified, defend and hold harmless the Company Team from and against all claims, demands, actions, damages, losses, costs and expenses (including without limitation legal costs and expenses) that arise from or relate to: (i) your purchase or use of XTI; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

19.2 If for any reason you hereafter bring or commence any action or legal proceeding in respect of any claim purported to be released and discharged pursuant to Section 19 of these Terms (*Limitations of Liability*) or these Terms, or otherwise attempt to pursue any such claim against the Company or any of the Company's Team, then you hereby and irrevocably and unconditionally undertake to indemnify, and keep indemnified, defend and hold harmless the Company and all Company's Team fully on demand from and against:

19.2.1 all liabilities or losses suffered by the Company and/or any Company's Team; and

19.2.2 all reasonable costs, charges, and reasonable expenses (including without limitation legal costs and expenses) reasonably and properly incurred by the Company and/or or/and any Company Team, in each case by reason of or in connection with the bringing or commencement of such action or pursuit of such claim by you. If any provision or part-provision of this section is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this section.

19.3 The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section 20 (*Indemnification*). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

20. COMPLETE AGREEMENT

20.1 These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of XTI. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of XTI and supersede any public statements about the XTI token sale made by third parties or by the Company Team or individuals associated with any of the Company Team, past and present and during the XTI token sale.

21. SEVERABILITY

21.1 The Purchaser and the Company agree 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.

22. NO WAIVER

22.1 The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance.

22.2 The express waiver by the Company of any provision, condition, or requirement of these Terms

shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company Team shall be deemed a modification of these Terms nor be legally binding.

23. **UPDATES TO THE TERMS**

23.1 The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing XTI. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

24. **NO PARTNERSHIP OR AGENCY**

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the Company and you or constitute any party the agent of another party.

25. **SECURITY**

25.1 You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold XTI purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your XTI tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

26. **LANGUAGE**

Currently, only English versions of any of the Company's communications is considered official. The English version shall prevail in case of differences in translation.

27. **GOVERNING LAW**

The Terms, the arbitration clause contained herewith, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with the law of the jurisdiction of where TradeRiser Limited is based.

28. **ARBITRATION**

28.1 Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination ("**Dispute**"), shall be referred to and finally resolved by arbitration under the LCIA Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English.

28.2 A dispute arising out of or related to these Terms or the Whitepaper, as the case may be, is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

29. **CONTACT US**

The Company welcomes your questions or comments regarding these Terms via email at support@traderiser.com.

APPENDIX – RISK FACTORS

You should carefully consider and evaluate each of the following risk factors and all other information contained in the Whitepaper and these Terms before deciding to participate in the XTI token sale. To the best of the knowledge and belief of the Company, all risk factors which are material to you in making an informed judgment to participate in the XTI token sale have been set out below. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of the Company and the maintenance and level of usage of the XTI tokens could be materially and adversely affected. In such cases, the trading price of XTI tokens (in the case where they are listed on an exchange or market (regulated, unregulated, primary, secondary or otherwise)) could decline due to any of these considerations, uncertainties or material risks, and you may lose all or part of your XTI tokens or the economic value thereof.

Risks relating to participation in the XTI token sale

There is no prior market for XTI tokens and the token sale may not result in an active or liquid market for the XTI token.

Prior to the XTI token sale, there has been no public market for the XTI tokens. Although the Company may use reasonable endeavours to seek the approval for availability of the XTI tokens for trading on a cryptocurrency exchange or market, there is no assurance that such approval will be obtained. Furthermore, even if such approval is granted by a cryptocurrency exchange, there is no assurance that an active or liquid trading market for the XTI tokens will develop, or if developed, will be sustained after the XTI tokens have been made available for trading on such market. There is also no assurance that the market price of the XTI tokens will not decline below the original or issue purchase price (the “**Purchase Price**”). The Purchase Price may not be indicative of the market price of the XTI tokens after they have been made available for trading on a market.

A XTI token is not a currency issued by any central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit nor is it a commodity in the traditional sense of that word. The Company is not responsible for, and does not either pursue, the circulation or trading of XTI tokens on any market. Trading of XTI tokens will merely depend on the consensus on their value between the relevant market participants. No one is obliged to pursue any XTI token from any holder of the XTI token, including the purchasers, nor does anyone guarantee the liquidity or market price of XTI tokens to any extent at any time. Furthermore, XTI tokens may not be resold to purchasers who are citizens, nationals, residents (tax or otherwise) and/or green card holders of Restricted Jurisdictions or to Restricted Persons or to purchasers in any other jurisdiction where the purchase of XTI tokens may be in violation of applicable laws. Accordingly, the Company cannot ensure that there will be any demand or market for XTI tokens, or that the Purchase Price is indicative of the market price of XTI tokens after they have been made available for trading on any cryptocurrency exchange or market.

Negative publicity may materially and adversely affect the market price of XTI tokens.

Negative publicity involving the Company, their business platforms, the XTI tokens or any of the key personnel of the Company and/or regulation of distributed ledger technologies, cryptocurrencies and/or crowdsales in any jurisdiction, may materially and adversely affect the market perception or market price of the XTI tokens, whether or not it is justified.

The Company may not be able to pay any anticipated rewards in the future.

There is no assurance that there will be sufficient engagement in the Company’s business platform such that you will receive any rewards anticipated to be distributed to active users of the Company’s business platform. Further, even in the event there is substantial engagement and interactions among the users of the Company’s business platform, there is no assurance you personally will receive any part of the rewards. This is because the ability of the Company to pay any reward to you will depend on the future results of operations and the future business and financial condition of the Company, and there is no assurance of the future results of operations and the future business and financial condition of the Company.

There is no assurance of any success of the Company's business platform or any future XTI token functionality.

The value of, and demand for, the XTI tokens hinges heavily on the performance of the Company's business platform and the continuous active engagement of its users and success of its contemplated business lines. There is no assurance that the Company's business platform will gain or continue to gain traction. Furthermore, there is no assurance that any future XTI token functionality will be realized. While the Company has made every effort to provide a realistic estimate, there is also no assurance that the cryptocurrencies raised in the XTI token sale will be sufficient for the development of the Company's business platform and/or for the proper development, structuring and licensing of the anticipated future XTI token functionality. For the foregoing or any other reason, the development of the Company's business platform and launch of the anticipated XTI token functionality may not be completed and there is no assurance that it will be launched at all. As such, distributed XTI tokens may hold little worth or value and that would impact its trading price.

The trading price of the XTI tokens may fluctuate following the XTI token sale.

The prices of cryptographic tokens in general tend to be relatively volatile, and can fluctuate significantly over short periods of time. The demand for, and the corresponding market price of, the XTI tokens may fluctuate significantly and rapidly in response to, among others, the following factors, some of which are beyond the control of the Company:

- a. new technical innovations;
- b. analysts' speculations, recommendations, perceptions or estimates of the XTI token's market price or the Company's financial and business performance;
- c. changes in market valuations and token prices of entities with businesses similar to that of the Company that may be listed on the same cryptocurrency exchanges or markets as the XTI tokens;
- d. announcements by the Company of significant events, for example partnerships, sponsorships or new product developments;
- e. fluctuations in market prices and trading volume of cryptocurrencies on cryptocurrency exchanges or markets;
- f. additions or departures of key personnel of the Company ;
- g. success or failure of the Company's management in implementing business and growth strategies; and/or
- h. changes in conditions affecting the blockchain or financial technology industry, the general economic conditions or market sentiments, or other events or factors.

The funds raised in the XTI token sale are exposed to risks of theft.

Further, the Company will use reasonable effort to ensure that the funds received from the XTI token sale will be securely held through the implementation of security measures. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denial-of-service or errors, vulnerabilities, or defects on the Website, in the smart contract(s) on which the escrow wallet and the XTI token sale relies, on the Ethereum blockchain or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the XTI token sale is completed, the Company may not be able to use such funds for the development of their respective business platforms and/or for launching any future XTI token functionality. In such case, the launch of the Company's business platform and the structuring and licensing of any future XTI token functionality might be temporarily or permanently curtailed. As such, distributed XTI tokens may hold little worth or value and this would impact their trading price.

Risks Relating to the Company

The Company's business platform.

Any events or circumstances which adversely affect the Company or any of its successor or affiliated operating entities may have a corresponding adverse effect on the Company's business platform and/or on any future XTI token functionality. Such adverse effects would correspondingly have an impact on the utility, liquidity, and the trading price of the XTI tokens.

The Company may be materially and adversely affected if either fails to effectively manage its operations and its business develops and evolves, which would have a direct impact on their ability to maintain or operate their business platforms and/or develop, structure and/or license any future XTI token functionality.

The financial technology and cryptocurrency industries in which the Company competes have grown rapidly over the past few years and continue to evolve in response to new technological advances, changing business models, shifting regulations and other factors. As a result of this constantly changing environment, the Company may face operational difficulties in adjusting to the changes, and the sustainability of the Company will depend on their abilities to manage their operations, ensure that they hire qualified and competent employees, and provide proper training for their personnel. As their businesses evolve, the Company must also expand and adapt their operational infrastructure. The Company's businesses will rely on their blockchain-based software systems, cryptocurrency wallets or related token storage mechanisms, blockchain technology and smart contract technology. All of these systems, tools, and skillsets represent complex, costly, and rapidly changing technical infrastructure. In order to demonstrate continued ability to effectively manage technical support infrastructure for their business platforms, the Company will need to continue to upgrade and improve their data systems and other operational systems, procedures and controls. These upgrades and improvements will require a dedication of resources and are likely to be complex and increasingly rely on hosted computer services from third parties that the Company will not control. If the Company is unable to adapt their systems and organization in a timely, efficient, and cost-effective manner to accommodate changing circumstances, their business, financial condition and/or results of operations may be adversely affected. If the third parties whom the Company rely on are subject to a security breach or otherwise suffer disruptions that impact the services they use, the integrity and availability of their internal information could be compromised, which may consequently cause the loss of confidential and/or proprietary information and/or economic loss. The loss of financial, labor or other resources, and any other adverse effect on the Company's business, financial condition and/or operations would have a direct adverse effect on the Company's ability to maintain or operate their respective business platforms and/or to develop, structure and/or license the anticipated future XTI token functionality. Any adverse effects affecting the Company's business are likely to also adversely impact the utility, liquidity, and trading price of the XTI tokens.

The Company may experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect the Company's infrastructure network, and/or the Company's business platform.

The Company is not able to anticipate when there will be occurrences of hacks, cyber-attacks, distributed denials of service or errors, vulnerabilities or defects in: the Company's business platform, the Smart Contracts on which the Company rely, or on the Ethereum or any other blockchain. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. The Company may not be able to detect such hacks, cyber-attacks, distributed denials of service errors vulnerabilities or defects in a timely manner, and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.

The Company's network or services, which would include their business platforms and, if successfully structured, developed, licensed and launched, the future XTI token functionality, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond the Company's control. There can be no assurance that cyber-attacks, such as

distributed denials of service, will not be attempted in the future or that Company's security measures will be effective. The Company may be prone to attacks on infrastructure intended to steal information about their technology, financial data or user information or take other actions that would be damaging to the Company and/or holders of the XTI tokens. Any significant breach of the Company's security measures or other disruptions resulting in a compromise of the usability, stability, and security of the Company's business platforms may adversely affect the utility, liquidity and/or trading price of the XTI tokens.

The Company may in the future be dependent in part on the location and data centre facilities of third parties.

The Company's future infrastructure network may be established in whole or in part through servers which it owns and/or houses at the location facilities of third parties, and/or servers that it rents at data centre facilities of third parties. If the Company is unable to renew its data facility leases on commercially reasonable terms or at all, the Company may be required to transfer its services to a new data centre facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures.

Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third-party action, employee error, malfeasance or otherwise, and a third-party may obtain unauthorized access to the data in such servers. The Company and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures.

General global market and economic conditions may have an adverse impact on the Company's operating performance, results of operations and/or cash flows.

The Company could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative impact on the Company's business, operations and financial condition, including decreases in revenue and operating cash flows, and inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in down-cycle economic environment, the Company may experience the negative effects of a slowdown in trading and usage of the Company's business platform and may delay or cancel the development, structuring, licensing and/or launch of the anticipated XTI token functionality.

Suppliers on which the Company relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on the Company's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant adverse impact on the Company's business, financial condition and results of operation, and hence, the Company's business platform and/or the ability to develop, structure, license and/or launch any future XTI token functionality. Any such circumstances would then correspondingly negatively impact the utility, liquidity, and/or trading price of the XTI tokens.

The Company and/or the tokens may be affected by newly implemented regulations.

Distributed ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related businesses and activities are generally unregulated worldwide, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern distributed ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related businesses and activities. The Company, and/or the XTI tokens may be affected by newly implemented regulations related to the distributed ledger technologies, businesses and activities as well as cryptocurrencies and cryptocurrency-related businesses and activities, including having to take measures to comply with such regulations, or having to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost and may also require substantial modifications to the Company's business platform and/or the anticipated XTI token functionality.

The may impact the appeal or practicality or functionality of the Company's business platform and/or the anticipated XTI token functionality for users and result in decreased usage of and demand for the Company's business platform and/or the XTI tokens. Further, should the costs (financial or otherwise) exceed a certain threshold, maintaining the Company's business platform and/or developing, structuring, licensing and/or launching the future XTI token functionality may no longer be commercially viable, and the Company may opt to discontinue the Company's business platform, the anticipated future XTI token functionality, and/or the XTI tokens. Further, it is difficult to predict how or whether governments ore regulatory authorities may implement any changes to laws and regulations affecting distributed ledger technology and its applications, including the Company's business platform, the anticipated future XTI token functionality, and/or the XTI tokens.

the Company may also have to cease operations in a jurisdiction that makes it illegal to operate in such a jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. In scenarios such as the foregoing, the utility, liquidity, and/or trading price of XTI tokens will be adversely affected and/or XTI tokens may cease to be traded.

There may be unanticipated risks arising from the XTI tokens.

Cryptographic tokens such as the XTI tokens are a relatively new and dynamic technology. In addition to the risks included in the above discussion of risk factors, there are other risks associated with your purchase, holding and use of the XTI tokens, including those that the Company cannot anticipate. Such risks may further appear as unanticipated variations or combinations of the risks associated above.

Privacy Policy

By purchasing XTI tokens, you agree to your personal data being processed by the Company in accordance with the terms and conditions of the Company's privacy policy available at www.traderiser.com.

Disclaimer

The presentation in the Whitepaper is solely for informational purposes. Anyone interested in purchasing XTI tokens and participating in the XTI token sale should consider the various risks prior to making any kind of decision in respect of the XTI token. Neither the Whitepaper nor these Terms (together the "**Information Documents**") comprises any advice by the Company or by the Company Team or any recommendation to any recipient of the Whitepaper and/or these terms, by the virtue of any participation in the XTI token sale or otherwise. The Information Documents do not necessarily identify, or claim to identify, all the risk factors connected with the Company, the Company's business platform, the XTI tokens, the XTI token sale, any future XTI token functionality or the Information Documents. All the participants must make their own independent evaluation, after making such investigations as they consider essential, of the merits of participating in the XTI token sale and after taking their own independent professional advice. Any participant in the XTI token sale should check with and rely upon their own investment, accounting, legal and tax representatives and consultants in respect of such matters concerning the Company, the Company's business platform, the XTI tokens, the XTI token sale, any future XTI token functionality and the Information Documents and assess separately the financial risks, consequences and appropriateness of the purchase of XTI tokens, or if any doubt about the facts set out in the Information Documents. A purchase of tokens comprises considerable risk and might involve extraordinary risks that may lead to a loss of all or a significant portion of monies or monetary value utilized to acquire XTI tokens. Participants in the XTI token sale are urged to completely understand, to be aware of and accept the characteristics of the Company, the Company's business platform, the XTI tokens, the XTI token sale, any future XTI token functionality and the Information Documents. If you are not prepared to accept any or all of these Terms or the risks set out in these Terms then you are urged not to participate in the XTI token sale. No guarantee or assurance is given by the Company, or by the Company Team that the Company's proposals, objectives and/or outcomes set out in the Information Documents will be achieved in whole or in part. You are urged to consider whether participation in the XTI token sale is suitable for you having regard to your personal and financial circumstances and your financial resources.

Further Information

For further information regarding the C20 sale, please contact

support@traderiser.com