



TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS. YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THESE TERMS & CONDITIONS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH MOXY OI TECHNOLOGY MANAGEMENT LTD. THESE TERMS & CONDITIONS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, NAVIGATE AWAY FROM THE MOXYOID WEBSITE.

Last Updated: Oct 25, 2018

GENERAL RESTRICTIONS

Persons into whose possession these Terms may come are expressly required to inform themselves about applicable laws and regulations as well as to observe and comply with such restrictions. These Terms may not be communicated, used for or in connection with any offer to, or solicitation by, anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorized or is unlawful.

These Terms are not for release, publication, circulation and distribution.

1. Personal Information

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation. You agree to provide us such information promptly upon request.

Please refer to our Privacy Policy of our Website for information about how we collect, use and share your information.

2. Anti-money laundering

To the extent required by any applicable law, you hereby confirm that you comply with all anti-money laundering and counter-terrorism financing requirements.

As part of the Company's responsibility for the prevention of money laundering and the financing of terrorism, the Company and its affiliates, subsidiaries, associates or service providers may require a detailed verification of your identity, any beneficial owner underlying the account and the source of the payment.

The Company and other service providers engaged to provide "know-your-customer" or anti-money laundering-related services to the Company (any such other service provider, an "AML Provider") reserve the right to request such information as is necessary.

The Company undertakes (i) to comply with the OECD guidelines that may be applicable to its business (<http://mneguidelines.oecd.org/guidelines>), and more specifically (ii) to answer in full transparency and cooperation to the tax information request submitted by foreign tax administrative, judicial or regulatory authorities.

3. Indemnification

a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our 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 Parties") from and against all actual and threatened claims,

lawsuits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by Company Parties or third parties including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise arising from or relating to: (i) your responsibilities or obligations under these Terms, (ii) your violation of these Terms, the Platform Terms and Policies or any other applicable terms, (iii) any inaccuracy in any representation or warranty of Purchaser; (iv) your violation of any rights of any other person or entity which is a user of the Platform; and/or (v) any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct. For avoidance of doubt, nothing contained herein shall limit or restrict the Company Parties' right to maintain or recover any amounts in connection with any action or claim based upon intentional misstatement, fraudulent misrepresentation, gross negligence or deceit.

4. Disclaimers

The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from (i) reliance on any information contained in the moxyoid Website, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY US THE CERLOS CERTIFIED REPRESENTATIVE (CCR) OPORTUNITIES ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE CCR (WHETHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

5. Limitation of Liability

- a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE, LOSS OF USE OR DATA, LOSS OR DEPLETION OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF CONTRACT, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR THE LIKE) ARISING OUT OF OR IN ANY WAY RELATED TO THE CCR OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO CAPITALIZE AS A CCR.

6. Release

To the fullest extent permitted by applicable law, you release the Company Parties from responsibility, liability, claims, demands, and/or damages (direct and indirect) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties.

YOU EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLES THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

7. Data Protection

We collect personal data from a variety of sources which include personal data you give us directly, for instance through the Platform or upon an information request, or that we collect automatically or from other sources (the "Personal Data"; see section 1.1. of the Data Privacy Policy).

In order to access the Platform and provide or receive services therein or otherwise use and interact with the Platform, you hereby accept the Company Privacy Policy which sets out the terms and conditions under which your Personal Data is collected, stored, processed and shared (as well as your individual rights under applicable data protection laws) in connection with your use of the Platform.

Please refer to our Privacy Policy for further information.

8. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- a) Binding Arbitration. Any dispute, controversy or claim arising out of or in connection with this Agreement, including the validity, invalidity, breach or termination thereof, shall be decided by arbitration pursuant to the BC Canada Arbitration Act ("Rules") in force at the date at which the notification of arbitration is formally deposited in accordance with the Rules.

The number of arbitrators shall be according to the Rules and the seat of the arbitration

shall be in Vancouver BC Canada. The arbitral proceedings shall be conducted in English. The arbitration award shall be final and binding on the Parties.

- b) No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to these Terms is personal to you and the Company 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 attempt 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.
- c) Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the dispute informally. Notice to the Company shall be sent by e-mail to the Company at info@moxvoid.com. Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 17, commence an arbitration proceeding.
- d) Governing Law and Venue. These Terms shall be governed in all respects, including as to validity, interpretation and effect, by the laws of BC Canada, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

9. Miscellaneous

- a) Assignment. You shall not assign these Terms without the prior written consent of the Company. Any assignment or transfer in violation of these Terms and Conditions will be void. The Company may assign these Terms to an affiliate. Subject to the foregoing, these Terms, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of them

respective successors, assigns, heirs, executors, administrators and legal representatives. Any purported assignment in violation of this provision shall be void.

- b) Entire Agreement. These Terms, including the exhibits below and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Company Party about the CCR opportunity. To the extent any of the exhibits or materials incorporated by reference contradict anything contained in these Terms, the provisions of these Terms shall prevail. No Party shall be liable or bound to other Party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.
- c) Severability. If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- d) Modification of Terms. We may modify these Terms at any time by, at our sole discretion, posting a revised version on the Company Website, other channel we make available or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Company Website and other channels regularly for modifications.
- e) No Waivers. The failure by the Company to exercise or enforce any right or provision of these Terms will not constitute a present or future waiver of such right or provision nor limit the Company's right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.
- f) No Partnership; No Agency; No Third-Party Beneficiaries. Nothing in these Terms and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in these Terms and no action taken by the Parties pursuant to these Terms shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to these Terms, any authority or power to bind or to contract in the name of the other Party. These Terms do not create any third-party beneficiary rights in any person.
- g) Electronic Communications. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively "Communications") that the Company provides in connection with your CCR purchase. You agree that the Company may provide these Communications to you by posting them on the Website, by emailing them to you at the email address you provide and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile

Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to info@moxyoid.com. If you decline or withdraw consent to receive electronic Communications, the Company may suspend or terminate your CCR.

- h)* Force majeure. You understand and agree that the Company shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, change of legislation because tokens are new and not regulated, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary condition.