

# Tradeleaf

## Community Sale Terms

**Last Updated:** April 19, 2023

**Version:** 1.0

### PREAMBLE

**Application and Acceptance.** These Terms govern your participation in the Community Sale. By applying for or participating in the Community Sale, connecting your Digital Wallet to the Community Sale Page, or by clicking the button “I accept” or respective check box in connection with or relating to these Terms, you acknowledge that you have read, accept without modifications and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us. If you do not accept and agree to these Terms, you shall not apply for or participate in the Community Sale, and you must immediately discontinue your participation in the Community Sale. If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept these Terms as a legally binding agreement with us on such entity’s behalf, and you accept these Terms both on behalf of such entity and on your own behalf.

**Definitions.** The definitions for terms used throughout these Terms are located in Section 21; please consult this Section for any clarification on terminology.

**Important.** Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 17 and 18 contain provisions governing the choice of law, arbitration terms, and class action waiver. Please read and review Sections 9, 10, 11, and 12 carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify the Tradeleaf Parties and contain a disclaimer of warranties as well as other important disclaimers with regard to the Community Sale, Tokens, and Project.

### 1. ELIGIBILITY

**Eligibility Requirements.** To be eligible to participate in the Community Sale and purchase the Tokens, you must:

- (a) be able to accept these Terms and form a legally binding agreement with us on the terms herein set forth;
- (b) if individual, be at least 18 (eighteen) years of age, or of such higher age required to accept these Terms and enter into a legally binding agreement with us on the terms herein set forth according to the laws of the jurisdiction where you reside;
- (c) participate in the Community Sale and purchase the Tokens not as a Consumer;
- (d) if an individual who is acting for or on behalf of an entity (i) be duly authorised by such entity to act on its behalf for the purpose of entering into these Terms; (ii) represent and warrant that the entity is duly registered and validly existing under the laws of the jurisdiction where it is established;
- (e) neither be a Prohibited Person nor participate in the Community Sale for the benefit of a Prohibited Person;

- (f) complete all applicable KYC Checks as may be established or required by us from time to time;
- (g) perform and complete all applicable Participation Requirements, if any; and
- (h) comply with these Terms.

**Failure to Comply with the Eligibility Requirements.** If you determine that you do not meet and conform to any of the aforementioned eligibility requirements, you must not participate in the Community Sale or immediately suspend your participation in the Community Sale until the respective restricting circumstances cease to exist. If you fail to meet any of the aforementioned eligibility requirements, you shall not be allowed nor permitted to participate in the Community Sale or any related transaction.

## 2. PERSONAL DATA

Your personal data is processed in accordance with the [Community Sale Privacy Notice](#).

## 3. COMMUNITY SALE

**General.** Subject to these Terms, by participating in the Community Sale you may purchase a certain number of Tokens, if and as may be made available to you. The Token parameters, features and other information regarding the Tokens may be further outlined in the Materials, provided, however, that the Materials are provided for information purposes only and do not form a part of these Terms.

**Our Rights.** We reserve the right at any time, acting at our sole and absolute discretion, to:

- (a) limit the number of Tokens available for sale, or number of Tokens that can be purchased by one Community Sale participant;
- (a) limit the number of the Community Sale participants;
- (b) establish and introduce certain Participation Requirements and other restrictions in relation to the Community Sale, including to indicate specific Digital Assets that can be used to purchase the Tokens;
- (c) sell the Tokens by any means, other than through Community Sale Page, including through other venues and platforms, and on different terms including more favourable ones; or
- (d) otherwise change the parameters of the Community Sale at any time without notice and any liability whatsoever.

**Participation Requirements.** In order to participate in the Community Sale, you must complete all applicable Participation Requirements. The Participation Requirements have to be met and/or completed by you during and/or before the expiry of the applicable Participation Term, if and to the extent applicable. The determination of whether you have completed the Participation Requirements, and whether such Participation Requirements were completed on time, shall be made by us at our sole and absolute discretion. Any such determination shall be final, with or without notice to you, and cannot be disputed by you. You shall not be allowed to participate in the Community Sale unless it has been determined that you have completed the Participation Requirements as provided herein. Your participation in the Community Sale may be rejected at any time with or without reason, and without notice and any liability whatsoever, including if you fail to comply with any of the Participation Requirements or due to technical reasons. If you are considered to have completed the Participation

Requirements as provided herein, you will be allowed to purchase a certain portion of the Tokens, subject to the terms set out herein.

**Purchase.** The time period for the purchase of Tokens may be limited. If you fail to complete the purchase of the Tokens within the specified time period, your right to purchase the Tokens in the Community Sale will automatically cease, terminate and be of no further effect, which means that you will not be able to complete the purchase after the expiration of such time period. To purchase the Tokens, you must send the respective purchase amount in the form of designated Digital Assets within the applicable purchase period in such manner as instructed on the Community Sale Page. The list of Digital Assets that you may contribute to the Community Sale will be displayed on the Community Sale Page, and only such Digital Assets shall be contributed to the Community Sale. In the event that you contribute Digital Assets not specified as acceptable on the Community Sale Page, such Digital Assets shall be irrevocably forfeited and non-recoverable.

**Restrictions.** Tokens purchased in the Community Sale shall be subject to certain Restriction Terms as established on the Community Sale Page, in the Materials, applicable Smart-Contracts, or as may be otherwise made available to you. Such Restriction Terms will be determined by us at our sole discretion and will not require your consent or approval. The Restriction Terms are essentially limitations applicable to the Tokens that you purchase implying that, for example, the Tokens will be released and can be claimed and received by you gradually over a specific period of time, or in particular instalments throughout the duration of the Restriction Terms, not limited to the above. The Restriction Terms, if any, are an essential term of your participation in the Community Sale and purchase of the Tokens, and may be programmed into the applicable Smart-Contracts. Please make sure that you fully understand all applicable Restriction Terms before you participate in the Community Sale.

**Receipt.** To receive the Tokens, you may be required to manually claim the Tokens from the respective Smart-Contracts. You must use the same Wallet to send the purchase amount and claim the purchased Tokens through the Community Sale Page interface or otherwise as may be instructed by us, including by directly interacting with the applicable Smart-Contracts. The Tokens will be distributed through the relevant Smart-Contracts and it shall be your responsibility to transfer the purchase amount and claim the Tokens in accordance with the terms and conditions set out herein. The time for claiming the Tokens purchased may be limited, please refer to the parameters of the respective Smart-Contracts for further details. The Tradeleaf Parties shall not be held responsible for or liable in connection with your failure or inability to claim or withdraw the purchased Tokens (or a portion thereof) from a properly configured Smart-Contract. We further reserve the right to transfer the Tokens purchased to your Wallet without the need for any claim on your part. You hereby agree and acknowledge that the purchased Tokens may not be distributed to you, and all our obligations to distribute the purchased Tokens to you shall cease and be of no further effect, if such distribution would constitute a violation of any law or regulation, or government authority's order applicable to either us, you, the Project, or Tokens.

**Completion.** All our obligations concerning the Community Sale and sale of the Tokens to you shall be considered fulfilled and fully performed upon the occurrence of the earliest of the following events: (i) receipt of the purchased Tokens, if any, to your Wallet; (ii) delivery of the Tokens that you purchased hereunder to a distribution Smart-Contract that enables you to claim such Tokens; or (iii) termination or cessation of your participation in the Community Sale.

**Timeframes.** Certain time periods referred to in connection with the Community Sale, such as Participation Term, shall be based on and/or linked to certain events that take place on the blockchain network, for example, adding new blocks to the Token's underlying blockchain network. As a result, the time periods provided on the Community Sale Page, in the Materials, or otherwise communicated

by us or on our behalf are for informational purposes only and not binding. In such case, the actual time periods shall always be established and enforced by the applicable Smart-Contracts.

**Ownership and Refunds.** When you transfer Digital Assets to the applicable Smart-Contract, you relinquish ownership of the transferred Digital Assets. You shall be deemed the owner of the Tokens only once and if you received them to your Digital Wallet in accordance with the terms hereof. You may not use, stake, sell, lend, assign, otherwise dispose of or alienate, encumber, pledge, or hypothecate the purchased Tokens (or a portion thereof) or grant third persons any rights with respect to the purchased Tokens (or a portion thereof) until you have become the owner of such Tokens as provided herein. Your rights to participate in the Community Sale and purchase the Tokens shall be personal and non-transferable, and shall always be subject to terms and conditions set forth herein. Any purchase of the Tokens in the Community Sale shall be final and non-refundable.

**Tokens and the Project.** Tokens are not redeemable or repurchasable, and do not entitle you to receive any return, passive income, interest, or similar payments or benefits. The Community Sale and the purchase of the Tokens shall not be a collective investment scheme. The sale of the Tokens has not been registered under the securities laws of any jurisdiction. Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to Tradeleaf, Affiliates, or Project. The Tokens are not intended to be, or represent, a loan contract, currency, security, commodity, investment, investment contracts, financial or regulated instruments of any kind. The design, functionality, intended application and any other characteristics pertaining to the Token, as well as design, essence, particulars and description of the Token or Project may be amended or changed at any time without notice to you. The Project may be pivoted at any time. You hereby acknowledge and agree that (i) we make no promise or guarantee of inherent value with regard to the Tokens, (ii) there is no guarantee that the Tokens will have any specific value, hold any particular value or have any value at all, (iii) the Tokens may have no or lose all of their value, and (iv) we do not make any promises of future performance or value with respect to the Tokens, their price, supply amount, etc. Any purchase, receipt, storage, use and disposition of the Tokens shall always be at your own risk. You shall not allocate to the purchase of Tokens more Digital Assets than you can afford to lose.

#### **4. SMART-CONTRACTS**

**General.** The Community Sale relies on and is operated by certain Smart-Contracts. Although the Community Sale Page serves as a means of interacting with the Smart-Contracts, the Community Sale Page is distinct from the Smart-Contracts which constitute independent software. A more detailed description of the Smart-Contracts may be provided in the Materials. Access to, use of, and any other interaction with the Smart-Contracts shall be subject to such rules, limitations and restrictions as implemented in the respective Smart-Contracts.

**Disclaimer.** The Smart-Contracts are open-sourced and implemented on the public blockchain network(s) that operate in a decentralised and autonomous manner. This means that the Smart-Contracts can be reviewed, verified, used, copied, modified, and distributed by anyone (subject to the terms of the applicable licence). Therefore, you must carefully and thoroughly review and assess the Smart-Contracts and related software before you use them. You should always do your own thorough research. We neither control nor operate the underlying blockchain network(s) and any software through which such networks are formed. Accordingly, in no event shall we be responsible for or held liable in connection with the Smart-Contracts' underlying blockchain networks and related software, their operation, functioning, implementation, or use, and you hereby assume and accept any and all related risks, including the risk of possible losses and damages that you may incur in connection with the use of any underlying blockchain network(s) and related software through which such networks are formed.

## 5. DUE DILIGENCE PROCEDURES

**General.** You hereby acknowledge and agree that if requested by us, you shall undergo and pass the KYC Checks, and such KYC Checks have to be completed by you within the term reasonably determined by us. The KYC Checks may be established or changed by us from time to time at our sole and absolute discretion, including where required under the applicable laws and regulations, or our internal policies and procedures. It is acknowledged and agreed that your participation in the Community Sale may be restricted and suspended until your successful completion of the KYC Checks and performance of the applicable requirements. We shall not be held liable or responsible for or in connection with your inability to participate in the Community Sale due to your failure to complete the KYC Checks or comply with such requirements and procedures.

**Third-Party Service Provider.** We may engage and assign Third-Party Service providers to facilitate and/or perform the KYC Checks, in which case such Third-Party Service providers shall process the information and materials provided by you to perform and complete the KYC Checks, and you hereby acknowledge the same.

**Data.** When undergoing the KYC Checks, you must provide only true, complete, accurate, correct, up-to-date, and not misleading information and documents. You hereby agree to promptly provide all requested information, documents, and records, and authorise us to conduct verification and check of such data, including, *inter alia*, through Third-Party Services.

**Failure to Pass the KYC Checks.** Any determination of whether you have passed and completed the KYC Checks shall be at our sole and absolute discretion. We reserve the right to immediately, with or without notice, and without any liability whatsoever, reject and terminate your participation in the Community Sale, if we determine that (i) you have failed to pass the KYC Checks, or (ii) will likely fail to timely complete thereof or perform the requirements introduced or established by us, or (iii) the information or documents provided in connection with KYC Checks is incomplete, inaccurate, incorrect, or misleading in any respects.

## 6. WALLET

**General.** In order to participate in the Community Sale, you shall connect your Wallet through one of the compatible third-party software wallets, such as, for illustration purposes only, WalletConnect, MetaMask, or similar software. The Wallets constitute the Third-Party Services and we are not responsible for, do not endorse, shall not be held liable or responsible in connection with, and do not make any warranties, whether express or implied, as to the Wallets used by you in connection with the Community Sale or otherwise. When using the Wallets, you should review applicable terms and policies that govern your use thereof.

**Security.** We never receive access to or control over your Wallets or Digital Assets held in such Wallets. Therefore, you are solely responsible for securing your Digital Assets, Wallets and credentials thereto (such as private and public keys, seed phrase, passwords, etc.) as well as their confidentiality. You should not disclose your private keys or related credentials to any third person and allow any third person to access your Wallets. You remain responsible for all transactions carried out via your Wallets or using credentials thereto, and all such transactions will be considered to be made personally by you. We will not be liable for any losses or damages, including consequential, incidental, or indirect damages, arising from unauthorised use of your Wallets or any credentials thereto, or if you failed to ensure confidentiality of such credentials, and you hereby release and forever discharge us from any and all actions, claims, suits, demands, losses, damages, other obligations or liabilities of any nature whatsoever, whether known or unknown, arising from or in connection with the above, to the maximum extent permitted by law.

## 7. WARRANTIES AND REPRESENTATIONS

By entering into these Terms, you expressly represent and warrant to us that:

- (b) you have read and understand these Terms, including all documents and items incorporated herein by reference;
- (c) you have the necessary authority to accept these Terms, enter into a binding agreement with us, and perform the obligations set out herein;
- (d) the acceptance of these Terms shall not result in any breach of, be in conflict with, or constitute a breach or default under: (i) any provision of any judgement, decree or order imposed on you by any court, governmental or regulatory authority; and/or (ii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;
- (e) if you are acting for or on behalf of an entity, (i) such entity is duly incorporated, registered, validly existing and in good standing under the applicable laws of the jurisdiction in which the entity is established, and in each jurisdiction where it conducts business, (ii) such entity shall be responsible for a breach of these Terms by you or any other employee or agent of such entity, unless you or any other employee or agent of such entity are responsible under the applicable law, and (iii) the acceptance of these Terms shall not result in any breach of, be in conflict with, or constitute a breach or default under any provision of your statutory or organisational documents;
- (f) you are entering into these Terms and transactions contemplated hereunder for business (commercial) purposes only, and not as a Consumer, and that all transactions contemplated hereunder are structured as commercial transactions;
- (g) you acknowledge that Tradeleaf Parties may possess material non-public information regarding the Tokens and the Project not known to you that may impact the value of Tokens, and understand the disadvantage to which you may be subject due to the disparity of information between you and Tradeleaf Parties;
- (h) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Digital Assets, Digital Assets storage facilities, including Wallets, distributed ledger technology and blockchain-based software in general;
- (i) you understand how the Smart-Contracts are implemented and operate, and know how to interact with the Smart-Contracts;
- (j) any Wallet used by you within the Community Sale Page or in relation to transactions contemplated hereunder is either owned by you, or that you are validly authorised to carry out transactions using such Wallet;
- (k) any funds or Digital Assets used by you in connection with the Community Sale and transactions contemplated hereunder (i) are either owned by you, or that you are validly authorised to carry out actions using such Digital Assets, (ii) are from legitimate sources, and (iii) were lawfully acquired;
- (l) you shall be solely responsible for all and any operations carried out in connection with the Community Sale, and any and all transactions with Digital Assets;
- (m) you understand and agree that the Tokens purchased in the Community Sale may be subject to certain Restriction Terms on the use or disposal thereof;

- (n) your entering into these Terms and/or participation in the Community Sale is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject, and your participation in the Community Sale shall be in full compliance with applicable laws;
- (o) you are not a Prohibited Person nor participate in the Community Sale for the benefit of a Prohibited Person;
- (p) you will comply with any applicable tax obligations in your jurisdiction arising from your participation in the Community Sale and any acquisition, storage, sale, rent, or transfer of the Digital Assets;
- (q) you understand that purchasing, selling, and holding the Digital Assets carries substantial risk as the prices may change rapidly, and that you should obtain appropriate professional advice before making any decision;
- (r) you acknowledge and agree that we do not act as your agent or fiduciary, and that we do not control or custody your Digital Assets or other funds in any manner;
- (s) you understand that your participation in the Community Sale may not be beneficial to you, and that you may sustain losses from transactions carried out in relation to the Community Sale;
- (t) you shall not make any decisions based solely on the information available in the Materials, or otherwise made available to you, and you shall conduct your own substantial research and analysis before making any decision;
- (u) your use of any Materials is always at your own risk, and that nothing contained therein shall be deemed a guarantee or promise that any such Materials is true or correct, that you will receive any profit or benefit, or that any transaction in relation to the Community Sale will be beneficial or suitable for you; and
- (v) all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your participation in the Community Sale.

## **8. PROHIBITED USE**

You shall not conduct or participate in any of the following activities when accessing the Community Sale Page, participating in the Community Sale, using the Tokens, or in connection with the foregoing:

- (a) disrupting, interfering with, or inhibiting other Community Sale participants from using the Community Sale Page, technical infrastructure or software that is used for conducting the Community Sale, and carrying out activities that could disable, impair, or harm the functioning of the Community Sale, technical infrastructure or software that is used for conducting the Community Sale;
- (b) participating in the Community Sale, using the Tokens or any related technical infrastructure and/or software for any illegal purposes, including, but not limited to, fraud, terrorism financing, or money laundering;
- (c) purchasing the Tokens through inappropriate or illegal means, including, but not limited to, by using stolen Wallets, or those that you are not authorised to use;

- (d) taking advantage of bugs or errors in program logic and/or code of the Community Sale or associated software;
- (e) circumventing or attempting to circumvent any access or functionality restrictions or limitations that the Community Sale, related technical infrastructure and/or software have or may have, including with the use of malware, spyware, harmful code or software, or by undertaking hacker attacks or similar activities;
- (f) participating in the Community Sale or using related technical infrastructure and/or software for any purpose that is harmful or detrimental to the Tradeleaf Parties, Community Sale, Project, or any other Community Sale participants;
- (g) violating any rights of any third person;
- (h) conducting fraudulent activities, providing any false, inaccurate, or misleading information in order to unlawfully obtain Digital Assets, funds, or property of any person, including other Community Sale participants or third persons; and
- (i) carrying out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.

## 9. IMPORTANT DISCLAIMERS

**No Advice.** No part of the Materials is intended as, or should be considered to, or construed as, business, legal, financial, investment, trading, or any other sort of advice, or advice of a broker regarding any matters to which all or any part of such Materials relates. Before making the decision to participate in the Community Sale and carry out any transactions in connection therewith, you should consult your own legal, financial, tax, or other professional advisors regarding any such information, including whether purchasing, selling, holding, or carrying out any other transactions with respect to any Digital Assets or other funds is suitable for you. We shall not be responsible for the accuracy, completeness or timeliness of the Materials, therefore any use of or reliance thereon will always be at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising therefrom.

**No Custody.** We do not provide nor intend to provide any custodial or similar services, custodial solutions or software, do not act as your agent or representative, and do not control, manage, or custody any of your Digital Assets or Wallets.

**No Broker or Fund Manager Relationship.** We are not your broker, fund manager, or any intermediary to any broker or fund manager. Neither the Community Sale nor anything in these Terms shall be considered as a broker, fund, asset management, or financial services, or any intermediation services thereto.

**No Solicitation.** The Materials do not and are not intended to constitute an offer of securities, financial instruments, Digital Assets, or a solicitation for investment in or purchase of securities, financial instruments, or Digital Assets in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type. Any Materials is for informational purposes only and nothing contained herein or in the Materials constitutes an endorsement or recommendation of any Digital Asset, nor a solicitation to participate in the Community Sale, purchase, hold, use, or dispose of any Digital Assets. You hereby acknowledge and agree that participation in the Community Sale and purchase of Tokens shall always be at your own risk and discretion.

**No Fiduciary Relationship.** The Community Sale and these Terms are not intended to create or impose any fiduciary duty on us with respect to you. Notwithstanding anything to the contrary



contained in these Terms, to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the law.

**No Partnership or Agency.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership, association, joint venture, or other co-operative entity between you and us. Nothing in these Terms and no action taken by you or us pursuant to these Terms shall constitute, or be deemed to constitute, you as our agent for any purpose, and *vice versa*. Neither you nor we have the authority or power to bind or contract in the name of each other.

**No Consumer Relations.** All transactions contemplated hereunder are intended and structured as commercial business transactions. Nothing in these Terms is intended to, or shall be deemed to, establish any relationship between us and you as a Consumer nor you are eligible to enter into these Terms and transactions contemplated hereunder for your personal or household purposes.

**Explicit Obligations.** These Terms create and place no obligation on the Tradeleaf Parties other than those expressly outlined herein and directly relating to the sale of Tokens, subject to and on the terms herein set forth. Nothing contained in these Terms places an obligation on any of the Tradeleaf Parties to develop, deploy, launch, promote or operate the Project, Token, and any product or service related thereto, not limited to the above.

**Third-Party Content and Services.** When accessing the Community Sale Page and participating in the Community Sale, you may view or interact with the Third-Party Content and Third-Party Services. We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Third-Party Content or Third-Party Services, do not endorse, recommend or solicit to use, and are not responsible for any such Third-Party Content or Third-Party Services, as well as any information, materials, content, services or tools on or available through such Third-Party Content or Third-Party Services. You hereby affirm and acknowledge that your use of Third-Party Content or Third-Party Services, and your interactions with third parties that are linked to or from the Community Sale Page, are at your own risk. To the maximum extent permitted by the applicable law, in no event shall we be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content or Third-Party Services.

**Transactions.** You shall solely evaluate any transactions carried out by you in relation to the Community Sale. Any transactions with the Digital Assets are processed by the applicable Third-Party Services, such as an underlying blockchain network, that we neither control nor operate. Please note that transactions on a public blockchain are irreversible. We do not and cannot control or influence transactions with Digital Assets and, therefore, are not able to cancel, reverse, block, or freeze any transactions on a blockchain network.

**Digital Assets.** We do not provide or make any representations or warranties of any kind with respect to the Digital Assets, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose or non-infringement, all of which are hereby expressly disclaimed and denied. You hereby acknowledge and agree that the Digital Assets may not: (i) meet your expectations or work as intended, (ii) have the intended functionality, (iii) have a market, or (iv) have any specific price or hold any particular value, or have any value at all. Any receipt, storage, use, and disposition of the Digital Assets shall always be at your own risk.

## **10. NO WARRANTIES AND REPRESENTATIONS**

**No Warranty.** The Community Sale Page, Project, Smart-Contracts, Tokens, and all components thereof are provided on an “as is” and “as available” basis. Your use thereof will always be at your

own risk and you are solely responsible for determining whether to participate in the Community Sale. There is no warranty of any kind, express or implied, including, but not limited to, implied warranties of title, non-infringement, integration, merchantability, fitness for a particular purpose, and any warranties implied by any course of performance, or usage of trade, with respect to the Community Sale Page, Smart-Contracts, Tokens, and any components thereof, all of which are expressly disclaimed and denied. In particular, we do not warrant, whether expressly or impliedly, and hereby expressly disclaim any warranty and/or representation that:

- (a) the Community Sale Page, Project, Smart-Contracts, Tokens, their underlying blockchain network and/or related technical infrastructure or software will work as expected, have any specific functionality, or contain any particular components;
- (b) the Community Sale Page, Smart-Contracts, Tokens, their underlying blockchain network and/or related technical infrastructure or software will be secure or available at any particular time or place, or will continue working, operating or functioning for any period of time;
- (c) the Community Sale Page, Project, Smart-Contracts, Tokens, their use, or any transactions carried out in relation to these Terms will (i) meet your expectations, (ii) fit for a particular purpose, or (ii) be beneficial or suitable to you;
- (d) any Materials will be timely, accurate, reliable, complete, true, or correct;
- (e) the Tokens will have a market, any specific utility and/or price, hold any particular value, or have any value at all, or that the acquisition, use or holding of the Tokens will be beneficial or suitable to you;
- (f) the Community Sale Page, Smart-Contracts, Tokens, their underlying blockchain network and/or related technical infrastructure or software will be free of viruses, errors, bugs, trojan horses, defects, flaws, malfunctions, or other harmful components, or properly protected from hacker, malware, spyware or other attacks, or third-party hostile interferences; or
- (g) any defects or errors in the Community Sale Page, Smart-Contracts, Tokens, their underlying blockchain network and/or related technical infrastructure or software will be corrected.

## 11. LIMITATION OF LIABILITY

**Limitation of Liability.** To the maximum extent permitted under the applicable law, in no event shall:

- (a) the Tradeleaf Parties be liable or responsible for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with (i) these Terms or their violation, (ii) the Tokens, including the acquisition, storage, transfer, use of, or inability to transfer or use the Tokens, (iii) your participation in the Community Sale or any transactions contemplated hereunder, and/or (iv) the failure of the Tokens or Project to perform as represented or expected, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory;
- (b) our and Affiliates' officers, directors, employees, contractors, consultants, and shareholders be held personally liable in connection with (i) these Terms or their violation, (ii) the Tokens, including the acquisition, storage, transfer, use of, or inability to transfer or

use the Tokens, (iii) your participation in the Community Sale or any transactions contemplated hereunder, and/or (iv) the failure of the Tokens or Project to perform as represented or expected, provided that this item “b” shall not limit our liability as of an entity;

- (c) the Tradeleaf Parties be liable for any damages or losses arising in connection with a hacker attack, phishing attack, malware attack, viruses, or trojan horses, whether affecting or transmitted via the Community Sale Page, Smart-Contracts, Tokens, or otherwise, or any other unauthorised third-party intervention in the operation thereof;
- (d) the Tradeleaf Parties be responsible or liable for or in connection with any inaccuracy, error, delay in, or omission of any Materials, or your reliance on or use of such Materials;
- (e) the Tradeleaf Parties be responsible or liable for or in connection with Third-Party Services or Third-Party Content, in each case including for any direct, indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption;
- (f) the Tradeleaf Parties be liable or responsible for or in connection with any loss or damage caused by or arising from the Force Majeure Circumstances; and
- (g) the aggregate liability of Tradeleaf Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, the Community Sale, and any transactions contemplated hereunder exceed US \$1,000 (one thousand U.S. dollars).

**Waiver.** You shall not, and to the maximum extent permitted under the applicable law hereby waive any right to, seek to recover the damages listed above in this Section 11 from the Tradeleaf Parties and/or persons specified above.

**Exceptions.** Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted under the applicable law. This Section 11 does not limit liability arising from fraud, intentional misconduct, or gross negligence.

## **12. INDEMNIFICATION**

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Tradeleaf Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable professional and legal fees) that arise from or relate to (i) your violation of these Terms, including making untrue or false representations and/or warranties, (ii) your participation in the Community Sale and any transactions contemplated hereunder, (iii) your purchase or use of the Tokens, and (iv) exercising, enforcing, or preserving our rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms. We reserve the right to exercise sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 12. The indemnity set out in this Section 12 is in addition to, and not in lieu of, any other remedies that may be available to us under the applicable law.

## **13. RISK DISCLOSURE STATEMENT**

You hereby expressly acknowledge, accept, and assume the risks set out below and represent that in no event shall the Tradeleaf Parties be held liable or responsible for any damages, losses, or costs

arising out of or in connection with such risks. The below risks are not intended to be exhaustive nor be presented in any assumed order of priority:

- (a) **Risk of Legal Uncertainty.** The Tokens are subject to various laws and regulations in multiple jurisdictions. The legal status of the Tokens is uncertain and may be subject to change. Depending on the laws of your jurisdiction, it may become illegal to use or hold the Tokens. You should independently investigate the legal consequences applicable to you before buying, selling, or holding the Tokens.
- (b) **Liquidity and Market Risks.** There is no guarantee that there is or will be an active market to buy or sell the Tokens. In addition, markets for Digital Assets (in general) are highly volatile and, therefore, there is no assurance with respect to the price of the Tokens and the degree of liquidity regarding the Tokens. There may be no liquidity or market for the Tokens at all and it is possible that the Tokens will become useless or abandoned. There are also no warranties or guarantees as to whether the Tokens will be listed on any exchanges, or that the market for the Token will appear.
- (c) **Counterparty Risks.** You should always be diligent when interacting with third parties regarding the Tokens. Such third parties may include any persons (counterparties to a transaction), including exchanges, custodians, wallet operators, service providers, fiat gateways, banks, payment systems, etc. There is always a risk of losing Tokens when interacting with third parties, including due to fraud, insolvency, breach of contract, trust, or security.
- (d) **Risk of Theft.** There is no assurance or warranty that there will be no theft of the Tokens as a result of the attack, hack, sophisticated cyber-attack, distributed denials of service, error, double-spent attack, flash-loan attack, weakness, vulnerability or defect of the underlying blockchain, Smart-Contract, Token contract, or any other software. Such events may include, for example, flaws in the logic of the software, flaws or errors in programming or source code leading to exploitation or abuse thereof. Any of the above may lead to partial or complete steal or loss of the Tokens.
- (e) **Risk of Software Weaknesses.** There is no warranty or representation that the Tokens or applicable blockchains and software are secure or safe, or protected from phishing, malware, hacker, or other malicious attacks. Further, the above software, blockchain smart-contracts and related products may contain weaknesses, bugs, flaws, vulnerabilities, viruses, or other defects which may have a material adverse effect on the transactions contemplated herein, operations with the Tokens or other virtual assets, or may lead to the loss of the Tokens, other virtual assets, other losses and damages for you and third persons.
- (f) **Risk Inherent in the Blockchain.** The Tokens operate on the underlying blockchain networks. As a result, any malfunction, breakdown, or abandonment of the respective blockchains may have a material adverse effect on the Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, etc., could present risks to the Tokens and related blockchain software by rendering ineffective the cryptographic consensus mechanism that underpins the blockchains. The smart-contract concept, the underlying software application and software platform (i.e., blockchains) are still in an early development stage and unproven. Although it is unlikely, any blockchain can be attacked, which may result in downtime, consensus split, long reorganisation of the chain, 51% attack or other adverse outcomes, each of which may lead to partial or complete loss of the Tokens.

- (g) **Risk of Flawed Logic of Blockchains.** The underlying logic of the blockchains on which the Tokens operate and related software may be flawed, defective or impaired, which can result in Smart-Contracts operating incorrectly or not as expected, or transactions being executed in violation of logic which underpins the Smart-Contracts, which may lead to partial or complete loss of the Tokens used in a transaction.
- (h) **Risks Associated with the Credentials.** Any third party that gains access to or learns of the private key or seed phrase associated with your Wallet may be able to dispose of the Tokens and any other Digital Assets held in such Wallet. To minimise this risk, you should guard against unauthorised access to its electronic devices, private key, seed phrase and other credentials associated with your Wallet.
- (i) **Unanticipated Risks.** In addition to the risks set forth herein, there are unanticipated risks. Further risks may materialise as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

#### 14. ASSOCIATED COSTS

**Third-Party Costs.** When you make transactions in relation to the Community Sale, you may incur certain Third-Party Costs, which may arise, for example, when you make a blockchain transaction, and the underlying blockchain network charges you a gas fee for processing your transaction. Additionally, certain fees may be charged by the software wallet you use for the Community Sale related activities. You shall solely bear any and all Third-party Costs and you shall be solely responsible for or held liable in connection therewith. We will make commercially reasonable efforts to demonstrate to you the fees arising from the transactions made in relation to the Community Sale, however, you should always independently verify and review any Third-Party Costs associated with your transactions.

**Taxes.** You are solely responsible for determining what, if any, Taxes apply to your activities and any transactions carried out in relation to the Community Sale. It is also your responsibility to withhold, collect, report, and remit all applicable Taxes to the appropriate tax authorities, and we are not responsible for withholding, collecting, reporting, or remitting any such Taxes. You hereby acknowledge, understand, and agree that (i) your transactions in relation to the Community Sale may have tax consequences for you, (ii) you are solely responsible for compliance with your tax obligations, and (iii) we will not bear any liability or responsibility with respect to any tax consequences to you associated with or arising from any transactions carried out hereunder.

#### 15. UPDATES AND AVAILABILITY

**Updates and Modifications.** The Community Sale, including the applicable Smart-Contracts, technical infrastructure, security protocols and technical configurations, any processes, etc., may be updated, changed, or modified from time to time without prior notice to you, and we shall not be in any case held liable with respect to any such update; provided that those Smart-Contracts which are programmed as immutable cannot be changed or modified.

**Availability.** The availability of the Community Sale depends on various factors, there is no warranty or guarantee that the Community Sale will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access, bug-, virus-, or error-free. The Community Sale or its components may become inaccessible or inoperable from time to time due to various reasons, such as maintenance procedures, updates, disruptions, third-party interferences, hacker or malware attacks, Force Majeure Circumstances, failures in the operation or malfunction of the underlying technical infrastructure or software, unavailability of the Third-Party Services, and so

forth. As a result, your ability to participate in the Community Sale may be prevented or limited without prior notice.

**Access.** Access to the Community Sale may be limited, suspended, or restricted with immediate effect and without notification and liability, regardless of reason, including if we, acting at our sole discretion, determine that (i) you have violated or may likely violate these Terms, applicable laws or regulations; or (ii) you or your actions create or may create legal exposure for us, Affiliates, or the Project; or (iii) you are or likely to be a Prohibited Person or act on behalf of a Prohibited Person. You shall comply with such limitations and you shall not circumvent or bypass them in any way. The Community Sale Page may incorporate certain software, solutions and/or tools (for example, geo-blocking solutions) allowing to identify Prohibited Persons or users violating these Terms or the law, and restrict their access to the Community Sale Page. The Community Sale and Community Sale Page may be terminated or discontinued, in whole or in part, without prior notice and any liability whatsoever. There is no guarantee or warranty that the Community Sale, Community Sale Page, or certain functionalities thereof will remain available or accessible.

## 16. VOID TRANSACTIONS

Any funds or Digital Assets misappropriated or obtained as a result of or in connection with the violation of these Terms or intended logic of the applicable Smart-Contracts, including any interference in the operation of the Smart-Contracts or any attack on the Smart-Contracts or Community Sale participants, shall be prohibited, and any transactions related to the foregoing shall be considered null and void *ab initio*.

## 17. APPLICABLE LAW

These Terms, as well as any and all relationship between you and us relating to the Community Sale or any transaction contemplated in these Terms shall be governed by and construed and enforced in accordance with the laws of England and Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

## 18. DISPUTES RESOLUTION

**Waiver of Court Proceedings and Jury Trial.** Except for any Disputes in which either you or we seek injunctive or other equitable relief for the alleged unlawful use of any intellectual property, you and we hereby waive your and our respective rights (i) to have any Dispute arising from or related to these Terms, the Community Sale, or any matters contemplated herein resolved in a court, and (ii) to a jury trial. You and we hereby agree to settle and finally resolve any Dispute arising out of or in connection with these Terms, the Community Sale, or any matters contemplated herein in binding arbitration and in accordance with this Section 18. Binding arbitration is the referral of a Dispute to a qualified person(s) who will review the Dispute and make a final and binding determination, by making an order, to resolve the Dispute.

**Informal Dispute Resolution.** For any Dispute that you have against us or relating in any way to these Terms, the Community Sale and/or transactions contemplated hereunder, you shall first contact us and attempt to resolve the Dispute informally by sending a Notice to us by email at [legal@tradeleaf.io](mailto:legal@tradeleaf.io). The Notice must include your name, residence address, email address, and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If we and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the LCIA, in accordance with the terms set forth below.

**Binding Arbitration.** Any Disputes arising out of or in connection with these Terms, the Community Sale and any transactions contemplated hereunder, including any question regarding the existence, validity, or termination of these Terms, shall be referred to and finally resolved by the binding arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference herein. Any arbitration will occur in London, UK. The number of arbitrators shall be one (1). The language to be used in the arbitral proceedings shall be English. Any and all notices, requests, demands, and other communications which are required or may be given in connection with the arbitration shall be sent in electronic form, either via email or other electronic means including via any electronic filing system operated by the LCIA. Any and all notices, requests, demands, and other communications sent by electronic means shall be treated as having been received by a recipient on the day it is transmitted (such time to be determined by reference to the recipient's time zone). You will not and hereby waive your rights to object to the arbitration prescribed herein.

**Confidentiality.** Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, we, and the arbitrators shall maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the Disputes. Unless prohibited under the law, the arbitrator will have the authority to make appropriate rulings to safeguard confidentiality.

**No Class Arbitrations.** Any Dispute arising out of or related to these Terms and/or Community Sale is personal to you and us 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 in any circumstances. There will be no class or other type of representative action, whether within or outside of arbitration where an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

**Statutes of Limitation.** To the maximum extent permitted under the law, you and we hereby agree that any claim arising out of or related to these Terms and/or the Community Sale shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor we will have the right to assert such claim.

## 19. COMMUNICATION

**Communication Channels.** You agree and consent to receive electronically all Communications that we provide in connection with these Terms, the Community Sale and Project. You agree that we may provide Communications to you through any of the Communication Channels, provided that only those postings shall be deemed to constitute Communication that are expressly marked as relating to these Terms. If you provide us with your email address, we may (but will not be obliged to) send Communications to you by email. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published or transmitted, as the case may be.

**Contact Details.** You may electronically communicate with us by sending Communications to the following email address [legal@tradeleaf.io](mailto:legal@tradeleaf.io). We may require you to provide additional data or documents that will allow us to identify you.

## 20. MISCELLANEOUS

**No Waiver.** No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**Entire Agreement.** These Terms, together with any documents incorporated herein by reference, constitute the entire agreement between you and us, and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and us regarding the subject matters hereof. You hereby agree and acknowledge that when entering into these Terms, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set forth in these Terms. Unless otherwise expressly provided herein, there shall be no third-party beneficiaries hereto.

**Survival.** Sections 9-13, 16-20, and 21 shall survive any expiration or termination of these Terms and/or the Community Sale, regardless of reason.

**Language.** Currently, only the English version of the Community Sale Page interface and any Communications is considered official. The English version shall prevail in case of differences in translation of any Materials, Communications, or other content.

**Assignability.** You shall not assign or transfer any rights or obligations under these Terms without our prior written consent. We may transfer or assign these Terms, including any rights and obligations hereunder at any time and no such transfer or assignment shall require your additional consent or approval.

**Validity and Enforceability.** If any provision or part-provision of these Terms is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) these Terms will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of these Terms will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of these Terms a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. In any event, the invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

**Modification.** You acknowledge and agree that we may modify, supplement or update these Terms from time to time at our sole and absolute discretion, and without your consent. If we make changes to these Terms, we will update the "Last Updated" date at the top of these Terms. Unless otherwise specified by us, updated Terms shall become effective immediately, and your participation in the Community Sale confirms the acceptance of such updated Terms. If you do not agree to the amended Terms, you must not participate in the Community Sale. It is expressly acknowledged that it is your sole obligation to review these Terms in order to stay informed about the content, terms, and conditions outlined herein, and the choices available to you.

## **21. DEFINITIONS AND INTERPRETATION**

**Definitions.** In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

**"Affiliate"** means a person controlling, controlled by, or under the same control as Tradeleaf.

**"Communications"** means any letters, notices, messages, demands, requests, or other communications which may be required, permitted, or contemplated hereunder.



**“Communication Channels”** means the Community Sale Page, our Twitter account, Telegram channels, chats, groups, or bots, LinkedIn profile, and Medium blog. Links to our Communication Channels are provided on the Community Sale Page.

**“Community Sale”** means Tradeleaf Token sale, which is essentially an automated sale of Tokens through the respective Smart-Contracts.

**“Community Sale Page”** means the Website page or subdomain dedicated to the Community Sale which serves as a user interface for connecting to and interacting with the Smart-Contracts, which is available at <https://tokensale.tradeleaf.io>

**“Consumer”** means a natural person using services, making deals or transactions for personal or household purposes as defined under the applicable legislation, i.e. for certain purposes that are wholly or mainly outside their trade, business, craft, or profession.

**“Digital Assets”** means cryptocurrencies and other digital tokens implemented on a public blockchain network, such as, for example, Tokens, USD Tether (USDT), USD Coin (USDC), and so forth.

**“Dispute”** means any dispute, controversy, claim, suit, action, cause of action, demand, or proceeding.

**“Documentation”** means documentation, information, and other materials relating to the Project, Community Sale, or Tokens published or made available on or through the Website, Communication Channels, or documentation available at <https://tradeleaf.gitbook.io/trade-leaf>.

**“Force Majeure Circumstances”** include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) sanctions, government actions, cease and desist orders issued by governmental or other authorities, embargoes, actions initiated by governmental or other authorities, (iv) weaknesses, vulnerabilities and bugs in the software, blockchain networks, Smart-Contracts, Wallets, and other technologies used in connection with these Terms and transactions contemplated hereunder, 51% attacks or similar attacks on Digital Assets’ underlying blockchain networks; (v) loss or theft of Digital Assets as a result of an attack, including hacker, malware, or other attack, (vi) actions, failures to act or inactions of Third-Party Service providers or other third parties, including fraud, loss or theft of funds by such third parties (including so-called “exit-scams”), (vii) system interference and/or destruction by any malicious programs, (viii) power failure, equipment or software malfunction or error, (ix) other circumstances beyond our control interfering the performance of these Terms.

**“KYC Checks”** mean identification, due diligence, know-your-client checks, as well as other anti-money laundering and combating the financing of terrorism procedures as may be established by us from time to time.

**“LCIA”** means the London Court of International Arbitration.

**“Materials”** means Documentation and any other information, statements, announcements, data, content, and materials provided on or through the Communication Channels, or otherwise communicated in connection with the Community Sale, Project, and/or Tokens

**“Notice”** means a written notice of your claim to any of the Tradeleaf Parties.

**“Participation Requirements”** means certain eligibility requirements for the Community Sale participants, as may be determined and implemented by us at our sole discretion.

**“Participation Term”** means a particular term, as may be determined by us, until the expiry of which all applicable Participation Requirements have to be met and/or completed.

**“Prohibited Jurisdiction”** means any of the following jurisdictions: Democratic People’s Republic of North Korea, Islamic Republic of Iran, Republic of Cuba, Syrian Arab Republic, Myanmar, Sevastopol and the Crimea Region of Ukraine, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine, United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), Federal Democratic Republic of Nepal, People’s Democratic Republic of Algeria, Kingdom of Morocco, Nigeria, United Arab Emirates, Plurinational State of Bolivia, Afghanistan;

**“Prohibited Person”** means any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government or international authority, including the EU, OFAC, United Nations Security Council, but not limited to the above.

**“Project”** means the project related to the development of a Tradeleaf ecosystem, which is currently envisaged as the ecosystem of products and services for trade finance market participants as further described in the Materials. The description of Project contained herein, in the Materials, or otherwise communicated by us or on our behalf, is not binding on us and provided for informational purposes only.

**“Restriction Terms”** means certain lock-up and vesting terms and conditions, as well as other restrictions applicable to the Tokens purchased in the Community Sale.

**“Smart-Contracts”** means autonomous legally binding self-executing smart-contracts deployed on blockchain networks designed to process certain blockchain transactions.

**“Taxes”** means any income, earnings, capital gains, sales, use, value-added, or similar tax, arising from your transactions carried out in connection with the Community Sale.

**“Terms”** means these Tradeleaf Community Sale Terms, together with all agreements and documents incorporated herein by reference, as may be amended from time to time.

**“Third-Party Content”** means any content, information, materials and items provided by third parties or produced from third-party sources, including (i) the description of, links to or elements of the Third-Party Services, (ii) promotional materials and advertisements, (iii) any materials and data other than the content available in the Materials, and (iv) any information produced or derived from third-party sources, including information about the value or price of Digital Assets.

**“Third-Party Costs”** means any costs, fees, or expenses arising in connection with the Community Sale, including, for example, the fees imposed by the applicable blockchain networks, gas costs, fees related to the Third-Party Services, etc.

**“Third-Party Services”** means any software, services, items, and solutions that are not provided by Tradeleaf Parties, such as, for example, Wallets, software wallets, Digital Assets (excluding, for this purpose, the Tokens), blockchain networks, etc.

**“Tradeleaf”, “we”, “us”, “our”** means **Trade Leaf Solutions Ltd**, a BVI business company.

**“Tradeleaf Parties”** means Tradeleaf, Affiliates, their respective shareholders, directors, officers, employees, agents, advisors, contractors, successors, and assignees.

“**Tokens**” means the Project native tokens having the ‘TLF’ ticker symbol to be implemented on the Polygon blockchain main network or any other blockchain networks as may be determined by us at our sole discretion.

“**Wallet**” means a pair of public and private cryptographic keys which can be used to track ownership of, receive, manage, and spend Digital Assets on a blockchain network.

“**Website**” means the website available at <https://tradeleaf.io>.

“**you**”, “**your**” means the person who accepts these Terms; if you are acting on behalf of an entity, “**your**” and “**you**” shall refer to both you as an individual participating in the Community Sale, and the entity on whose behalf you are acting.

**Interpretation.** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to our disadvantage because we were responsible for the preparation of these Terms.

The terms “investment”, “investor” and other similar terms, as may be used in the Materials, are not meant to be interpreted literally. Rather, such terms are being used to draw rough, fuzzy-logic analogies between the heavily automated and mostly deterministic operations of decentralised smart-contracts and the discretionary performance of traditional off-chain transactions by people. When using Smart-Contracts, there are no legal agreements, promises of payment, or courts of law, and therefore there are no investments or other traditional transactions involved.