

POINT PAY LIMITED

ICO TERMS & CONDITIONS

Point Pay

YOUR TRANSFER OF THE PAYMENT FOR THE TOKENS WILL CONSTITUTE YOUR WILLINGNESS TO ENTER INTO THE AGREEMENT WITH OUR COMPANY UNDER THE TERMS AND CONDITIONS SET OUT THEREIN.

IF OUR COMPANY AGREES TO YOUR OFFER MADE IN A SPECIFIED MANNER, IT WILL DISTRIBUTE THE TOKENS TO YOU SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN THE AGREEMENT. YOUR RECEIPT OF THE TOKENS (AS IT DEFINED BELOW) SHALL CONSTITUTE DUE CONCLUSION OF THE AGREEMENT IN RESPECT OF SUCH TOKENS.

IF OUR COMPANY FOR WHATEVER REASON REJECTS YOUR OFFER, THE AGREEMENT SHALL NOT BE DEEMED AS CONCLUDED AND YOUR FUNDS WILL BE REFUNDED. IN THIS CASE, ANY REFUNDS MADE IN YOUR FAVOR WILL BE REDUCED BY AN AMOUNT OF ANY EXPENSES THAT COMPANY HAS INCURRED OR MAY INCUR IN FUTURE IN THIS REGARD, INCLUDING ANY EXCHANGE FEES, BANK FEES, AGENCY AND BROKERAGE FEES, REMUNERATIONS, TAXES, CHARGES, FEES FOR BLOCKCHAIN TRANSACTIONS, ETC. OUR COMPANY IS FREE TO REJECT ANY OF YOUR OFFERS, EVEN IF IT IS MADE IN A PROPER MANNER.

Last updated: 27th December 2018

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ARTICLE 1: GENERAL TERMS & CONDITIONS

This website is owned and operated by **POINT PAY LIMITED**, registered at 130 Old Street, EC1V 9BD, London, England (“**Company**” or “**PointPay**”). **PointPay** and the <https://pointpay.io/> website are trademarks owned by PointPay. These terms set forth the terms and conditions under which You or the entity you represent (“**You**” or “**Client**” or “**Buyer**” or “**User**”) may use the website and the services provided by PointPay. This is the user agreement (“**Agreement**”) that governs your use of this website and the provision of the services we provide you. These terms govern our offering of products and services, your ordering, the delivery, the provided warranties and all services that are related thereto.

For the purposes of this Agreement, PointPay has not been approved by any person or entity and the legal relationship created by it does not fall under the jurisdiction or regulatory framework of securities agencies, exchanges or related regulatory authorities and PointPay does not seek or require licencing for the activities contained herein.

The distribution of this Agreement in certain jurisdictions may be restricted by law. Persons into whose possession this Agreement comes should inform themselves about and observe any such restrictions. Failure to comply with any such restrictions may constitute a violation of the laws of any such jurisdiction.

PLEASE READ THIS AGREEMENT CAREFULLY. PLEASE TAKE INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS AGREEMENT. NOTE THAT YOU ARE WAIVING YOUR RIGHTS AND CLAIMS, AND INDEMNIFYING THE COMPANY. NOTE THAT THIS AGREEMENT CONTAINS BINDING ARBITRATION PROVISIONS AND A CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO ALL OF THE TERMS IN THIS AGREEMENT, DO NOT ENTER INTO THIS AGREEMENT.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF POINTPAY

1. PointPay is: (i) a duly formed, validly existing company in good standing; and (ii) has all requisite power and authority to carry on its business and to execute, deliver and satisfy its obligations under this Agreement and such actions will not cause it to be in breach or violation of any contractual, legal or regulatory duty or obligation.
2. To the knowledge of PointPay, it is not in violation of its current certificate of incorporation or bylaws or any material indenture or contract to which it is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, could reasonably be expected to have a material adverse effect on PointPay.
3. To the knowledge of PointPay, the performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) result in the acceleration of any material indenture or imposition of any lien upon any property, asset or revenue of PointPay or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to PointPay, its business or operations.

Information in this document and any of its annexes, addendums, amendments is confidential, proprietary and is legally privileged. It is intended solely for the attention of the addressee. Sharing, posting, uploading, mentioning its contents, copying or quoting from it is a breach of confidentiality that enables PointPay to to claim compensation for damages in the amount of EUR 10.000 per day for as long as the breach exists.

4. To the knowledge of PointPay, no consents or approvals are required in connection with the performance of this Agreement other than PointPay's corporate approvals and any qualifications or filings under applicable securities laws.
5. To the knowledge of PointPay: (i) there is no criminal or civil action or proceeding or governmental or quasi-governmental investigation pending against it; and (ii) there is no criminal or civil action or proceeding or governmental or quasi-governmental investigation pending against any constituent partner, member, officer or director of PointPay that (as determined by PointPay in good faith) presents any material likelihood of materially impairing the assets, status or function of PointPay.

ARTICLE 3: ICO GENERAL TERMS

SECTION 1: GENERAL TERMS

CLIENT HEREBY REPRESENTS, WARRANTS, ACKNOWLEDGES AND AGREES THAT:

1. Client has full legal capacity, power and authority to execute and deliver this Agreement and to perform his, her or its obligations hereunder. If Client is an entity, its actions have been duly authorized. This Agreement constitutes the valid and binding obligation of Client, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity;
2. Client has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of entering into this Agreement. Client has been afforded the opportunity to ask such questions and obtain documents and information as it deems necessary to make a decision and has received all information it has requested in connection with making such decision. Client has, independently and based on such documents and information as it has deemed appropriate, made its own decision to contract with PointPay, whatever that may entail;
3. Client is not relying on PointPay or any of PointPay's affiliates for any legal, tax or accounting advice and is using its own advisors for its legal, tax and accounting advice. Other than as set forth in this Agreement as having been authorized by PointPay, Client has not relied on any statements concerning PointPay or this Agreement;
4. Client acknowledges that none of PointPay or any affiliate representing PointPay has made any representation to it with respect to the transaction contemplated by this Agreement;
5. Client has carefully read, understands, and agrees to abide by the terms and conditions set forth in the this Agreement, and has evidenced the foregoing by executing the Agreement by way of registration;
6. Client has not and will not distribute or publish this Agreement or any advertisement or other offering material in relation to the PointPay directly or indirectly to any person or in, into or within any jurisdiction or territory;

7. Client shall provide PointPay promptly with all information and documents required by PointPay in order to conduct the KYC processes (with or without the assistance of Affiliated Parties or Third Parties employed by PointPay);
8. This Agreement is made with Client in reliance upon Client's representation to PointPay, which by Client's execution of this Agreement, Client hereby confirms, that it enters into this Agreement not as a nominee or agent;
9. Client hereby represents that any amount transferred to PointPay was not and is not directly or indirectly derived from any activities that contravene any national or international laws and regulations, including anti-money laundering, anti-bribery or anti-boycott laws and embargo rules or regulations;
10. Client acknowledges that, to comply with anti-money laundering, PointPay may at any time require such information as it deems necessary to establish the identity of Client and any Related Parties and may seek to verify such identity and the source of funds. If PointPay deems it necessary, for other reasons, to comply with anti-money laundering and related requirements applicable to PointPay, including, without limitation, as a result of any delay or failure by Client or any Related Party to produce any information required for identification, identity verification and/or source-of-funds confirmation purposes, PointPay may refuse to approve any transaction and may return any funds received to the account from which such funds were sent (unless such return is, in the judgment of PointPay, contrary to applicable law or regulation or contrary to the dictate of law enforcement officials, in which case the funds may be blocked or retained). Client acknowledges that PointPay may refuse to make any distribution or other payment to Client if PointPay determines, suspects, or is advised that such distribution or payment might result in a violation of any applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered by PointPay necessary or appropriate to ensure the compliance by PointPay with any such laws or regulations in any relevant jurisdiction. Client acknowledges that PointPay may be required to report transactions that raise suspicions of money laundering or other regulations' violations and to disclose the identity of Client and any Related Parties to appropriate government authorities.
11. Client acknowledges and agrees that PointPay is relying on Client's representations, warranties and agreements herein as a condition to proceeding with the transaction and payment for services described in this Agreement (the "**Transaction**"). Without such representations, warranties and agreements, PointPay would not engage in the Transaction.
12. This Agreement has been duly executed and delivered by the Client and constitutes a valid and binding agreement of the Client, enforceable against the Client in accordance with their respective terms;
13. Client acknowledges and understands that PointPay has not commenced its operations and the entity does not have previous experience or a track record in issuing tokens or conducting investment activities;

14. Client agrees that neither PointPay nor any affiliate thereof shall have liability whatsoever to Client due to or in connection with Client's use or non-disclosure of the Information or otherwise as a result of the transaction contemplated hereby, and Client hereby irrevocably waives any claim that it might have based on the failure of PointPay to disclose the Information. Without limiting the generality of the foregoing, Client agrees that it shall not commence or pursue any litigation and hereby waives all claims against PointPay and its affiliates based in whole or in part on any knowledge or information held by PointPay or its affiliates, including, without limitation, any claims for breach of fiduciary duties;
15. The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
 - a. All conditions, warranties and other terms which might otherwise be implied by law, statute, common law or the law of equity;
 - b. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or application, or in connection with the use, inability to use, or results of the use of our website or application, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
16. The above does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.
17. This Agreement shall be effective and binding on the Company and Buyer when Buyer receives the Token(s) on Buyer's Ethereum Wallet address.
18. The purchase of Token(s) are offered to you conditioned on your acceptance without modification of the Terms contained here. If you do not agree to these Terms, do not purchase the Tokens. Your purchase of Token(s) constitutes your agreement to all such Terms. Please read the Terms carefully, and keep a copy of them for your reference. You must be of legal age to enter into a binding agreement in order to accept the Terms. These Terms only apply to the purchase of Token(s) during the Initial Coin Offering or sale of the Token(s) ("ICO").
19. Company Parties have established the Terms of Use, as may be amended from time to time upon a Company Party's sole discretion, which are hereby incorporated by reference. Buyer has read, understands and agrees to those terms.
20. Company Parties have prepared the White Paper, as may be amended from time to time upon a Company Party's sole discretion, which is hereby incorporated by reference. Buyer has read and understands the White Paper and its contents. The content of the White Paper is not binding for Company Parties and is subject to change in line with ongoing research and development of the Platform.

21. Token(s) are blockchain-based ERC20 standard Token(s) s designed for PointPay users to obtain and exchange services from the Company and other PointPay users (collectively, “Token Usage”).
22. Although the Token(s) may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument. The Token(s) are not intended to be marketed, offered for sale, purchased, sold, or traded in any jurisdiction where they are prohibited by applicable laws.
23. The Token(s) may be exchangeable on cryptographic Token(s) exchanges. However, none of Company Parties give warranties or representations that the Token(s) will be exchangeable on such exchanges.
24. This Agreement does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction.
25. Funds collected through the Token(s) Sale will be utilized by Company and other Company Parties in their sole discretion according to the plan specified in the White Paper.
26. Purchased Token(s) are NON-REFUNDABLE and CANNOT BE CANCELLED.
27. Company reserves the right to refuse or reject the offers on acquisition of the Token(s) at any time at Company's sole discretion.
28. Each Buyer is only allowed to add one wallet when registering. This wallet will be final and Buyer will receive their Token(s) to this wallet.

SECTION 2: LIABILITY AND INDEMNIFICATION

SUBSECTION 1: GENERAL

1. Neither PointPay, nor any of their respective affiliates, officers, directors, principals, members, managers, or employees (collectively, the “**PointPay Parties**”) shall, to the maximum extent permitted by applicable law, incur any liability (i) in respect of any action taken upon any information provided to PointPay by Client or for relying on any notice, consent, request, instructions, or other instrument believed in good faith to be genuine or to be signed by properly authorized persons on behalf of Client, including any document transmitted by facsimile or e-mail; or (ii) for adhering to anti-money laundering obligations set out in herein or otherwise or for adhering to any other legal requirement whether now or hereinafter in effect.

2. Client shall indemnify and hold harmless the PointPay Parties from and against any and all direct and consequential loss, damage, liability, cost, or expense (including reasonable attorneys' and accountants' fees, whether incurred in an action between the parties hereto or otherwise) (each, a "Loss") that PointPay or any one of them may incur by reason of or in connection with (i) any misrepresentation made by Client or any of Client's agents, any breach of any representation or warranty of Client, or the failure by Client to fulfill any of its covenants or agreements in this Agreement; (ii) the assertion of Client's lack of proper authorization from any beneficial owner(s) thereof to execute and perform the obligations under this Agreement; and (iii) compliance with this Agreement or with any law, whether now or hereafter in effect, that is designed to combat international terrorism or to detect criminal activity.

3. NO RECOURSE UNDER OR UPON ANY OBLIGATION, COVENANT OR AGREEMENT CONTAINED IN THIS AGREEMENT SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE STOCKHOLDER, OFFICER, DIRECTOR OR EMPLOYEE, AS SUCH, OF POINTPAY OR OF ANY SUCCESSOR, EITHER DIRECTLY OR THROUGH POINTPAY OR ANY SUCCESSOR, UNDER ANY RULE OF LAW, STATUTE OR CONSTITUTIONAL PROVISION OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR BY ANY LEGAL OR EQUITABLE PROCEEDING OR OTHERWISE, ALL SUCH LIABILITY BEING, BY ACCEPTANCE HEREOF AND AS PART OF THE CONSIDERATION OF THE GRANT OF THE RIGHT BY THE COMPANY TO CLIENT, EXPRESSLY WAIVED AND RELEASED.

4. To the fullest extent permitted by applicable law, Client releases the PointPay Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Client and PointPay Parties and the acts or omissions of third parties.

5. Client expressly waives any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which Client may know or suspect to exist in favor of Client at the time of agreeing to this release. The amount that Client pays for the services is exclusive of all applicable taxes. Client is solely responsible for determining what, if any, taxes apply to the services rendered herein. Client is responsible for withholding, collecting, reporting and remitting the correct taxes arising from the acquisition of any tokens to the appropriate tax authorities. None of PointPay Parties bear liability or responsibility with respect to any tax consequences to Client arising from the acquisition, sale or trading of the cryptographic tokens or other digital currencies, coins, assets that are brought to the attention of the Client via PointPay in any way.

SUBSECTION 2: LIMITATION OF POINTPAY PARTIES' LIABILITY

1. To the fullest extent permitted by applicable law:
 - a. in no event will any of PointPay Parties be liable for any Damages arising out of or in any way related to this Agreement, regardless of the form of action, whether based in contract, tort (including 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
 - b. in no event will the aggregate liability of the PointPay Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to this Agreement exceed the amount you pay to PointPay.
2. To the fullest extent permitted by applicable law, Client disclaims any right or cause of action against any of the PointPay Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any PointPay Party.
3. PointPay will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond PointPay's reasonable control.
4. If applicable law does not allow all or any part of the above limitation of liability to apply to Client, the limitations will apply to Client only to the extent permitted by applicable law.
5. Client understands and agrees that it is Client's obligation to ensure compliance with any legislation relevant to his country of domicile concerning this Agreement and that PointPay Parties should not accept any liability for any illegal usage, distribution or remittance of any assets, materials or information in connection with this Agreement.

SUBSECTION 3: INDEMNIFICATION FOR LOSSES INCURRED BY A POINTPAY PARTY

1. To the fullest extent permitted by applicable law, Client will indemnify, defend and hold harmless and reimburse PointPay Parties from and against any and all claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred by a PointPay Party arising from or relating to:
 - a. Client's responsibilities or obligations under this Agreement, the Terms of Use or the Privacy Policy or the KYC/AML Policies;
 - b. Client's violation of this Agreement, the Terms of Use or the Privacy Policy or the KYC/AML Policies;
 - c. Any inaccuracy in any representation or warranty of Client;
 - d. Client's violation of any rights of any other person or entity; and/or
 - e. Any act or omission of Client that is negligent, unlawful or constitutes willful misconduct.

2. FOR ANY WILFUL FAULT, WILFUL MISCONDUCT, GROSS NEGLIGENCE OR CRIMINAL ACT OR WRONGDOING PUNISHABLE BY THE APPLICABLE LAWS, POINTPAY TAKES FULL RESPONSIBILITY AND CLIENTS HAVE THE RIGHT TO SEEK COMPENSATION FOR DAMAGES OCCURRED DUE TO SUCH ACTIONS.
3. PointPay reserves the right to exercise sole control over the defense, at Client's expense, of any claim subject to indemnification under this Agreement.. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Client and PointPay.

SUBSECTION 4: FORCE MAJEURE - VIS MAJOR - ACTS OF GOD

1. PointPay Parties shall not be liable and disclaims all liability to Client in connection with any force majeure event, including acts of God, 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 conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol, extreme price volatility on the crypto markets, rules and regulations or delay/abandonment due to order of the Court and/or any other cause beyond the reasonable control of PointPay.
2. If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances. The party hereto 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.
3. PointPay (nor any Person acting on its behalf) shall have no liability or responsibility for failure to fulfill any obligation under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure; provided, that (i) the PointPay (or any Person acting on its behalf) shall have exercised commercially reasonable efforts to minimize the effect of Force Majeure on its obligations; and (ii) the nature, quality and standard of care that the PointPay shall provide in delivering a Service after a Force Majeure shall be substantially the same as the nature, quality and standard of care that the PointPay provides to its Affiliates and its other business components with respect to such Service. In the event of an occurrence of a Force Majeure, the PointPay shall give notice of suspension as soon as reasonably practicable to the other stating the date and extent of such suspension and the cause thereof, and the PointPay shall resume the performance of such obligations as soon as reasonably practicable after the removal of such cause.

SUBSECTION 5: LIMITATION ON CONSEQUENTIAL DAMAGES.

1. EXCEPT IN THE CASE OF FRAUD CAUSED OR KNOWN BY POINTPAY PARTIES, POINTPAY SHALL NOT BE LIABLE TO THE CLIENT FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

SECTION 3: KNOW-YOUR-CUSTOMER AND ANTI-MONEY LAUNDERING

1. PointPay reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on Clients(or Invitees at the relevant stage of the procedure) if deemed necessary or it becomes required by the applicable laws.
2. Upon any PointPay Party's request, Client shall immediately provide to respective PointPay Party information and documents that such PointPay Party, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals, government identification cards or sworn statements.
3. All payments by Clients under this document shall be made only in Client's name, from a whitelisted, digital wallet or bank account in good standing with international laws, not located in a country or territory that falls under embargo or recent terrorist financing or activities.
4. With respect to the aforementioned "Know Your Customer" and "Anti-Money Laundering" provisions of this agreement, PointPay undertakes to ensure knowing its customers by obtaining satisfactory evidence of their identity and having effective procedures to verify the authenticity of the information furnished by new customers; to ensure that its business is conducted in conformity with high ethical standards, that laws and regulations are adhered to, and that service is not provided where there is good reason to believe that transactions are associated with money laundering activities. PointPay will cooperate fully with law enforcement agencies by, among others, taking appropriate measures allowed by law if there are reasonable grounds for suspecting money laundering. PointPay will adopt policies consistent with the principles set out in this agreement, and ensure that its staff, wherever located, are informed of these policies and adequately trained in matters covered herein. PointPay will implement specific procedures for customer identification, record keeping and retention of transaction documents and reporting of covered and suspicious transactions.
5. Client acknowledges that due to anti-money laundering requirements according to the laws of countries within which PointPay operates, as well as PointPay's own internal anti- money laundering policies, PointPay may require further identification of Client and the source of funds before this Agreement can be processed, monies can be accepted and / or processed.
6. The PointPay Parties shall be held harmless and indemnified against any Loss arising as a result of a failure to process this Agreement if any information that has been required by an indemnified party has not been satisfactorily provided by Client.

7. Client represents and warrants that it is not involved in any money laundering scheme and that acceptance by PointPay of this Agreement and Client's registration, together with acceptance of the appropriate remittance, will not breach any applicable rules and regulations designed to avoid money laundering.
8. Specifically, Client represents and warrants that all evidence of identity provided is genuine and all related information furnished and to be furnished is accurate. Client agrees to notify PointPay promptly of any change in information affecting the representations and warranties in any of the Agreements and / or Policies applicable to Client within the scope of the Agreement.

SECTION 4: DISPUTES AND GOVERNING LAW

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

SUBSECTION 1: Applicable Law

This Agreement will be governed by and construed and enforced in accordance with the laws of England, without regard to conflict of law rules or principles (whether of the English law or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

SUBSECTION 2: Informal Dispute Resolution

Client and Company shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it ("**Disputes**"). If the parties hereto are unable to resolve a Dispute within 90 days of notice of such Dispute being received by all parties hereto, such Dispute shall be finally settled in arbitration proceeding as stipulated in this section.

SUBSECTION 3: No Class Arbitrations, Class Actions or Representative Actions

Any Dispute is personal to Client and 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 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.

SUBSECTION 4: Arbitration Proceedings

1. Any Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.

2. The tribunal shall consist of three arbitrators. Each party hereto shall nominate one arbitrator. In the event that either of the two parties hereto fails to nominate an arbitrator within 30 days after the commencement of the arbitration proceedings, then the London Court of International Arbitration shall nominate an arbitrator on behalf of the party or parties hereto which have failed to nominate an arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be nominated by the two party-nominated arbitrators within 30 days of the last of their appointments.
3. The seat of the arbitration shall be London, the United Kingdom. The language of the arbitration shall be English. Any award of the tribunal shall be final and binding from the day it is made.
4. The parties hereto agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable.

SECTION 5: CONFIDENTIALITY & NON-DISCLOSURE

1. Except as otherwise provided in this Agreement, from and after the termination of this Agreement, the parties shall not (and shall cause their respective agents and/or Affiliates not to) use or disclose any information concerning this Agreement or the transactions contemplated herein to any third party except (i) with the prior written consent of the other party; (ii) to any governmental body having jurisdiction to require disclosure or to any arbitral body, to the extent required by same; (iii) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters; (iv) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (v) in confidence to its legal counsel, accountants, banks and financing sources and their advisors in the normal course of business or in connection with strategic or financial transactions; provided that, in (ii) through (v) above, (a) each party shall use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available; and (b) except for permitted disclosures to legal and financial advisors and accountants, a party shall provide the other party with at least ten (10) Business Days' prior written notice of such disclosure.
2. Client further understands and warrants that he/she will not publish or disclose, or allow to be published or disclosed, any confidential, trade and business information and / or Method contained within this Agreement and any and all of its Exhibits, addendums, annexes, as well as any information or Method contained in any confidential correspondence between the Parties to any Person without the prior written authorization of PointPay.
3. Violation of this Confidentiality & Non-Disclosure constitutes a material breach of this Agreement and will result in the immediate termination thereof. Client understands and acknowledges that this breach enables PointPay to claim compensation for damages in the amount of EUR 10.000 per day for as long as the breach exists ("**Penalty Clause**").
4. For the avoidance of doubt, these Confidentiality & Non-Disclosure provisions are in place not only to protect PointPay, but also to protect the privacy of the Clients.

SECTION 6: MISCELLANEOUS PROVISIONS

1. Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.
2. Client shall inform PointPay of any change to its e-mail address (info@pointpay.io or as displayed on the website <https://pointpay.io/>) by way of written notice.
3. If and to the extent that any provision of this Agreement is held to be invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in this Agreement, but everything else in this Agreement shall continue to be binding.
4. Client agrees to give timely notice (14 days within occurrence) to PointPay of changes in the information set forth herein, including without limitation (i) any change in information affecting the representations and warranties, (ii) any change in applicable law, or (iii) any other event coming to Client's attention that is reasonably likely to restrict Client's ability to hold an investment in PointPay. If requested by PointPay, Client agrees to certify annually that no changes to the information provided have occurred except as disclosed to PointPay.
5. Client acknowledges and understands that the PointPay Parties may disclose to each other, to their affiliates and to any service provider to PointPay or to any regulatory body in any applicable jurisdiction copies of Client's registration and any information concerning Client provided by Client to them and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on such person by law or otherwise.
6. Client will have no legal or equitable rights, interests or claims in or to any specific property or assets of PointPay as a result of this Agreement. To the extent that Client acquires a right to receive any payment from PointPay in connection with this Agreement, such right shall be no greater than the right of an unsecured general creditor of PointPay.
7. All of the agreements, representations and warranties made by the Client in this Agreement shall survive the execution of this Agreement by the Client.
8. This Agreement may be executed in counterparts with the same effect as if the parties executing the counterparts had all executed one counterpart. Client agrees to be bound by any affirmation, assent or agreement that it transmits to PointPay or its affiliates by computer or other electronic devices, including internet, telephone and wireless devices, including, but not limited to, any consent it gives to receive communications from PointPay or any of its affiliates solely through electronic transmission. Client agrees that when it clicks on an "I Agree," "I Consent," or other similarly worded button or entry field with its mouse, keystroke or other device, Client's agreement or consent will be legally binding and enforceable against it and will be the legal equivalent of its handwritten signature on an agreement that is printed on paper. Client agrees that PointPay and any of its affiliates may send Client electronic copies of any and all communications.

SECTION 7: RESERVATION OF RIGHT TO CHANGE STRUCTURE

1. Notwithstanding anything to the contrary contained in this Agreement, PointPay may at any time change the method of effecting the business combinations contemplated by this Agreement if and to the extent that it deems such a change to be desirable. This may include the addition or removal of funds, branches and similar entities to or from the PointPay group of companies.
2. PointPay may from time to time unilaterally change the Terms & Conditions, Privacy Policy, Terms of Use of the Website of PointPay, the memorandums, as well as any other legal documentation that may bestow rights, claims, titles and / or obligations to Clients. In the event that PointPay uses this right, Clients may inform themselves of the changes on the website of PointPay, where always the latest version of documents are available.
3. This Agreement, the White Paper, the Terms of Use of Website and any other information provided by the Company or its' representatives in writing or orally may include forward looking statements. In general, forward looking statements can be identified by the use of words such as "believes", "expects", "does not expect", "is expected", "targets", "outlook", "plans", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate" or variations of such words and phrases or statements in different languages that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Forward looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by the forwardlooking statements. Although the Company believes it has a reasonable basis for making these forward-looking statements, Buyer must not place undue reliance on such forward-looking information. By its nature, forward looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.