

# Terms and Conditions for CRR Token Distribution

2018 PLEASE READ THESE TERMS OF TOKEN DISTRIBUTION CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF DISTRIBUTION, DO NOT PURCHASE TOKENS. PLEASE NOTE THAT BONUSES ARE ONLY APPLICABLE IF YOU FOLLOW ALL THE TERMS AS SET IN THE CROWDSALE, INCLUDING BUT NOT LIMITED TO: PROVIDING PROPER REQUESTED KYC DOCUMENTATION, PROVIDING A VALID ERC-20 WALLET ADDRESS FOR TRANSFER OF TOKENS. IF THESE CONDITIONS ARE NOT MET COMPANY IS NOT REQUIRED TO DISTRIBUTE TOKENS.

Purchase by private person meeting suitability requirements of the ERC20-based CRR tokens (hereinafter referred to as “Tokens”) based on ERC20 standard Ethereum blockchain during the Token crowdsale (hereinafter referred to as “crowdsale”) from CryptoCasher Ltd (hereinafter referred to as “Company”) is exclusively subject to these Terms of Distribution (hereinafter referred to as “Terms”). Each of you and Company is a “Party,” and together the “Parties”. By purchasing Tokens from us during the crowdsale, you will be bound by these Terms and all other circumstances referenced by this document. Before agreeing to the Terms, you must read this document in full, paying special attention to the clauses FULLY typed in UPPERCASE. These Terms come into effect after you press “I accept” button. Thus, you show us that you are legally capable of concluding contracts (for example, you are not a minor). If you are concluding this Agreement on behalf of an organization, for example, a company you are working for, your legal authority in that organization must also be presented to the Company. We provide only web-support, including email and forum consultations. We do not provide phone or other support. If you have any questions regarding these Terms, please contact us at [info@cryptocasher.io](mailto:info@cryptocasher.io).

## **You and Company agree as follows:**

### **1. Functions of Tokens in the Platform**

The fundamental unit of value within the CryptoCasher system is the CRR Token, a cryptocurrency supported by peer-escrow-peer cryptocurrency exchange for cash. The Token will be derived from a standard Ethereum ERC20 token. Ownership of Tokens carries no rights, express or implied, other than the right to use Tokens as a means to enable usage of and interaction with the Platform, in case the Company’s software is successfully deployed in the Platform. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share or 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 the Platform and/or Company and its corporate affiliates, other than rights relating to the provision and receipt of Services in the Platform, subject to limitations and conditions in these Terms and applicable Platform Terms and Policies (as defined below). The Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

### **2. Scope of Terms**

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from the Company during the crowdsale. We may add new terms or policies to these Terms in our sole discretion and at anytime, and may update these Terms from time to time according to modification procedures set forth therein.

### **3. Cancellation; Refusal of Purchase Requests**

Your purchase of Tokens from us during the crowdsale is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time based on our sole discretion.

### **4. Token Distribution Procedures and Specifications**

Important information about the procedures and material specifications of our Token distribution is provided in Exhibit B, including, but not limited to, details regarding the timing and pricing of the Token distribution, the amount of Tokens we will sell, and our anticipated use of the Token distribution proceeds. By purchasing Tokens, you acknowledge that you understand and have no objection to these procedures and material specifications.

### **5. Acknowledgment and Assumption of Risks**

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens, and using Tokens for providing or receiving Services in the Platform, as disclosed and explained in Exhibit C. If you have any questions regarding these risks, please contact us at [info@cryptocasher.io](mailto:info@cryptocasher.io). BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL OF THESE RISKS.

### **6. Security**

You are fully responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any such losses.

### **7. Personal Information**

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation. Concerning Tokens buyers, KYC, AML or other procedures necessary for Tokens purchase, may be requested to enforce the law in different jurisdictions. Based on legal feedback from our advisors, we may require additional identification information besides that information provided in the KYC.

### **8. Taxes**

The purchase price that you pay for Tokens is exclusive of all applicable taxes or fees. You are fully responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, distribution, use, value added, and

similar taxes in different jurisdictions. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any distribution, use, value added, or similar tax arising from your purchase of Tokens. The Company confirms its commitment to ethical rules for compulsory payment of taxes and fees established in different jurisdictions.

## 9. Representations and Warranties

By purchasing Tokens, you represent and warrant that:

- (a) You have read and understand these Terms (including all Exhibits);
- (b) You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems and understand these Terms and appreciate the risks and implications of purchasing the Tokens;
- (c) You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens;
- (d) You understand that the Tokens confer only the right to provide and receive Services in the Platform and confer no other rights of any form with respect to the Platform or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (e) You are purchasing Tokens to provide or receive Services in the Platform and to support the development, testing, deployment and operation of the Platform. You are not purchasing Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes, including those in third parties' interest;
- (f) You confirm that your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to,
  - (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens in the Platform, and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- (g) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
- (h) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
- (i) DENIAL OF TOKENS DISTRIBUTION TO USA RESIDENTS AND RESIDENTS OF THE REPUBLIC OF SINGAPORE AND REPUBLIC OF CHINA. YOU CONFIRM THAT

YOU ARE NOT A USA RESIDENT , REPUBLIC OF SINGAPORE RESIDENT, OR REPUBLIC OF CHINA.

(j) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

(k) You understand and acknowledge that title to, and risk of loss of, Tokens you receive from the Smart Contract System (as defined and explained in Exhibit A) passes from Company to you.

(o) You are sufficiently aware of CryptoCasher's business affairs and financial condition to reach an informed and knowledgeable decision to acquire the Tokens. You have had opportunity to discuss the plans, operations and financial condition of CryptoCasher with its officers, directors or controlling persons, and have received all information it deems appropriate for assessing the risk of an investment in the Utility Tokens.

(p). You realize that the receipt of the Tokens involves a high degree of risk, and that CryptoCasher's future prospects are uncertain. You are able to hold the Tokens indefinitely if required, and is able to bear the loss of its entire investment in the Tokens.

## **10. Indemnification**

(a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity. (b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 11(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

## **11. Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you

## **12. Limitation of Liability**

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE DISTRIBUTION OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

B) THE LIMITATIONS SET FORTH IN SECTION 13(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

(C) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

## **13. Release**

To the fullest extent permitted by applicable law, you release Company and the other Company 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 users and the acts or omissions of third parties. You expressly

waive any rights you may have as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

#### **14. Dispute Resolution; Arbitration**

(a) Process. Any possible arbitration will occur in Estonia. Arbitration will be conducted confidentially by a single arbitrator in Tallinn, Harjumaa.

(b) Authority of Arbitrator. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(c) Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in Section 15(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

(g) Governing Law and Venue These Terms will be governed by and construed and enforced in accordance with the Estonian law, without regard to conflict of law rules or principles (whether of the Seychelles or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

#### **15. Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

#### **16. Miscellaneous**

These Terms constitute the entire agreement between the Parties relating to your purchase of Tokens from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms on our site at [cryptocasher.io](https://cryptocasher.io) and update the "Updated" date above. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms to third parties. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and

acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

## **Exhibit A**

### **Description of Company and Tokens**

1. The Company is a business company incorporated in the EU in Estonia (Tallinn). CryptoCasher is a global PEP network built on Ethereum blockchain and smart contracts (the “CryptoCasher Platform” or “Platform”). The CryptoCasher Platform is designed to buy and sell cryptocurrency for cash from person to person using escrow service.
2. The Tokens are based on the Ethereum protocol and conform to the widely-used ERC20 standard.. Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens.
3. CRR tokens are classified as a utility tokens, which are used inside CryptoCasher ecosystem.
4. Cases of token usage
  - escrow service reserve funds
  - AET terminal fees only with CRR tokens.
  - Escrow pays fees to Company in CRR tokens.

## **Exhibit B**

### **Token Distribution Procedures and Specifications**

#### Token Price

1. The price per Token will be 0.0012 ETH. ETH will be accepted as payment for tokens. |

Exhibit B. Company reserves the right to lower the price per Token, at its sole discretion, during the crowdsale.

#### Commencement, Duration and Completion of Token Distribution

2. The Company will conduct a crowdsale period which will begin on September 15, 2018, at 5:00 p.m. GMT +3 and will continue until CryptoCasher reaches the hard cap of 63000 Ether or until February 15, 2019, at 5:00 p.m. GMT +3, whichever comes first.

### **Procedures for Buying and Receiving Tokens**

3. To purchase Tokens during the crowdsale period, you must have certain token wallets established and operational. Specifically, you must have: (i) either an Ethereum wallet if you wish to purchase Tokens using Ether and (ii) an Ethereum wallet that supports the ERC20 token standard in order to receive Tokens that you purchase from the Company. Company reserves the right to prescribe additional guidance regarding specific wallet requirements. At the Launch Date, Company will

make available a web application to facilitate your purchase and receipt of Tokens. If you wish to purchase Tokens, you must provide your Ethereum address to the web application as a return address. Company may also request certain optional information, such as an email address, through the web interface. Once the deposit address has received Ether from you, Company will authorize the Smart Contract System to deliver Tokens to the Ethereum ERC20 wallet address that you provided to Company for delivery of the Tokens. The Smart Contract System is deployed by Company from Estonia, and is programmed so that all transactions it executes will be executed in the Estonia. The Company anticipates that delivery of Tokens from the Smart Contract System to purchasers will occur before the conclusion of the crowdsale on February 15th, 2019, but reserves the right to delay delivery up to four weeks after the conclusion of the crowdsale. Although the Company does not anticipate any security issues arising from the distribution of Tokens, this four week timeframe is intended as a precautionary buffer period for Company to resolve any such security issues.

#### **Tokens to be Sold**

4. The Company anticipates selling approximately 52 500 000 Tokens during the crowdsale. The Tokens to be sold during the crowdsale will be from a pool of Company Owned Tokens transferred from the Company Wallet to the Smart Contract System. All Tokens will be of equal value and functionality.

#### **Presale of Tokens**

5. The Company may commit to sell a certain portion of Tokens before the Launch Date ("Token Presale"). Under such Token Presale arrangements, by agreeing to pay Company for Tokens before the Launch Date, a Token Presale purchaser may purchase Tokens at a discounted rate. Token Presale purchasers must acknowledge and agree to be bound by these Terms, and receive Tokens pursuant to the procedures for receiving Tokens set forth in Section 3 of this Exhibit B. The discounts and time-lock periods under Token Presale arrangements generally depend on the amount of Tokens that the Presale purchaser agrees to purchase.

#### **Referral program**

6. CryptoCasher token sale have a referral program. The number of tokens for the referral program is limited and distributed as follows.  
Blockchain referral system: 750000 CRR tokens  
Website referral system: 750000 CRR tokens  
Tokens can be freely transferred from one referral system to another if necessary. When all referral tokens are spent, the referral program closes. More detailed information about the referral program can be found on our website [cryptocasher.io](http://cryptocasher.io)

#### **Use of Proceeds from Token Distribution**

7. Ether proceeds from Company's distribution of Tokens will be used to compensate technical and non-technical staff, cover marketing costs and operating expenses, and develop technical infrastructure. Currently, we envision that our development of technical infrastructure will focus on two primary areas. The first area of development involves strengthening and enhancement of CryptoCasher Platform, services and related infrastructure, as described in Section 2 of Exhibit A.

The second area of development involves in design and manufacturing automated escrow terminals. At a more detailed level, the following is an overview of how the



Company currently anticipates using the Ether proceeds from the distribution of Tokens:

The funds collected through the CTL will cover the expenses of the project until the project starts making profit and sufficient cash flow to function on its own. The key expenses for these funds collected are as follows:

- Staff salaries
- Product development
- Sales and marketing expenses
- Recruiting escrow agents, partnership building, and business development
- Office operations

The company will use the crowdsale proceeds primarily for the development of the Platform. The amount raised and used may vary based on changing market, technological, business, and other factors.

### **Exhibit C**

#### **Certain Risks Relating to Purchase, Distribution and Use of Tokens**

IN PARTICULAR, AND IN ADDITION TO TERMS OF THIS DOCUMENT, YOU BEAR FULL RESPONSIBILITY FOR ANY RISKS DESIGNATED IN THE PROPOSED DOCUMENTATION.

THE COMPANY, OUR AFFILIATED ENTITIES ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, LOGICALLY CONSEQUENTIAL OR EXEMPLARY DAMAGE (INCLUDING DAMAGE IN PROFIT LOSS, REPUTATION LOSS, LOSING USAGE CAPABILITY OR DATA), EVEN IF WE WERE WARNED ABOUT POSSIBILITY OF SUCH LOSSES. NEXT, NEITHER US NOR OUR AFFILIATED ENTITIES NEITHER OR WILL NOT BE LIABLE FOR PAYMENT OF COMPENSATIONS, REIMBURSEMENT OF FUNDS OR LOSSES RELATED WITH: (A) YOUR INABILITY TO USE CRYPTOCASHER RESULTING FROM, WITHOUT LIMITATION, TERMINATION OR SUSPENSION OF THE COMPANY'S ACTIVITY OR THESE TERMS, INCLUDING STOPPING POWER SUPPLY, SERVICE, DEFECTS AND MALFUNCTIONS OF THE SYSTEM OR OTHER VIOLATIONS; (B) EXPENSES FOR PURCHASE OF SUBSTITUTE GOODS OR SERVICES; (C) ANY EXPENSES OR LIABILITIES APPLIED TO YOU BY THESE TERMS, USAGE OR ACCESS TO AMM; OR (D) ANY UNAUTHORIZED ACCESS, CHANGE OR REMOVAL, DESTRUCTION, DAMAGE, LOSS OR INABILITY TO USE ANY DATA, INCLUDING RECORDS, PERSONAL KEY OR OTHER REGISTRATION DATA RELATED TO ANY AMM, NOT DEPENDING ON THEIR ACQUISITION ACCORDING TO THESE TERMS, AS PART OF FINAL DISTRIBUTION.

IN ANY CASE, THE COMPREHENSIVE LIABILITY APPLIED TO US, OUR AFFILIATED ENTITIES, ACCORDING TO THESE TERMS, IS LIMITED BY COST THAT YOU HAVE PAID TO US IN EXCHANGE FOR PROPOSAL WITHIN THESE TERMS.

YOU WAIVE RIGHTS TO GET BACK ANY AMOUNTS WHICH YOU HAVE PAID TO US IN EXCHANGE FOR TOKES, IN ANY CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATIONS, REQUIREMENT OF ACTUAL EXECUTION.

By purchasing, holding and using Tokens, you expressly acknowledge and assume the following risks:

### **Risk of Losing Access to Tokens Due to Loss of Private Key(s)**

1. A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

### **Risks Associated with the Ethereum Protocol**

2. Because Tokens and the Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Platform by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

### **Risk of Mining Attacks**

3. As with other decentralized cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

### **Risks Associated with Markets for Tokens**

- 4 The Tokens are intended to be used solely within the Platform, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to the Tokens you hold. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

### **Risk of Insufficient Interest in the Platform or Distributed Applications**

5. It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Platform) more generally. Such a lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of Tokens.

### **Risks Associated with the Development and Maintenance of the Platform**

6. The Platform is still under development and may undergo significant changes over time. Although we intend for the Tokens and Platform to follow the specifications set forth in Exhibit A, and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Tokens or Platform for any number of legitimate reasons. This could create the risk that the

Tokens or Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and Tokens.

### **Risk of an Unfavorable Fluctuation of Ether and Other Currency Value**

7. The Company team intends to use the proceeds from selling Tokens to fund the maintenance and development of the Platform, as described further in Exhibit B. The proceeds of the Token distribution will be denominated in Ether and converted into other cryptographic and fiat currencies. In addition, some pre-distribution of the Tokens may also be denominated in fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the crowdsale, the Company team may not be able to fund development, or may not be able to develop or maintain the Platform in the manner that it intended.

### **Risk of Dissolution of the Company or Platform**

8. It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in the Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and the Company may dissolve.

### **Risks Arising from Lack of Governance Rights**

9. Because Tokens confer no governance rights of any kind with respect to the Platform or Company or its corporate affiliates, all decisions involving the Platform or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Platform, to create and sell more Tokens for use in the Platform, or to sell or liquidate the Company. These decisions could adversely affect the Platform and the Tokens you hold.

### **Risk of unfavorable regulation measures within one or more legal systems**

10. Crypto Tokens are subject to thorough researches of many regulatory bodies and will be controlled by legal and regulatory bodies of several legal systems of the world. Tokens functionality may be subject to one or several regulatory investigations or measures, including but not limited to ban of use or possession of electronic tokens such as Tokens, which may prevent development of CryptoCasher to limit it. The Company may receive notifications, requests, warnings, requirements or court orders from one or more bodies with notification about it, as well as orders of suspension or termination of activity related to Tokens Distribution fully and without prior notification. In addition, many aspects of CryptoCasher include unverified areas of legislation and regulation and may become subject to new legislation and regulation, therefore it appears impossible to predict outcomes of legal regulation of those aspects within any given jurisdiction. Any planning, development, marketing, promotion, implementation and other actions of the Company as part of Tokens Distribution as a result may be subject to serious influence, impeded, postponed or cancelled. Due to the fact that regulation policy may be changed with or without prior notification about changes, all existing permissions and admissions of the CryptoCasher Company and Tokens Distribution may be withdrawn without notice within any jurisdiction. In some legal system Tokens from time to time may be considered as virtual products, digital assets or

even money, and thus may be prohibited to sell, buy, exchange, distribute or possess according to local regulations. In its turn, CryptoCasher also may be considered as regulated or banned product. There is no guarantee that the Company is able to support a special legal or regulation status within any jurisdiction at any moment.

**CryptoCasher may not successfully develop, market and launch the CryptoCasher Platform and Contributors may not receive Tokens.**

**11.** The CryptoCasher Platform and AET has not yet been developed by the Company and will require significant capital funding, expertise of the Company's management, time and effort in order to develop and successfully launch the Platform and AET. The Company may have to make changes to the specifications of the Platform and AET or Tokens for any number of legitimate reasons or the Company may be unable to develop the Platform and AET in a way that realizes those specifications or any form of a functioning network. It is possible that the Tokens and the Platform and AET may not ever be released and there may never be an operational Token or that the Network Launch will not occur. The Platform and AET, if successfully developed and maintained, may not meet investor expectations at the time of purchase. Furthermore, despite good faith efforts to develop and launch the Platform and AET and subsequently to develop and maintain the Platform and AET, it is still possible that the Platform and AET will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and AET and Tokens. The Company will use the proceeds of this Offering to make significant investments to develop and launch a viable Platform and AET and subsequently to build a fulsome network upon which users can realize utility and value. The Company may not have or may not be able to obtain the technical skills and expertise needed to successfully develop the CryptoCasher Platform and progress it to a successful Network Launch. While the Company has sought to retain and continue to competitively recruit experts, there is a general scarcity of management, technical, scientific, research and marketing personnel with appropriate training to develop and maintain Platform and AET. If the Company is not successful in its efforts to demonstrate to users the utility and value of the CryptoCasher Platform, there may not be sufficient demand for the Tokens for the Company to proceed with the Platform and AET Launch. As a result, or if the Platform and AET Launch does not occur, Contributors may lose all of their investment.

**Risks Associated with Blockchain Technology and the Ethereum Protocol**

**12.** The CryptoCasher Platform and the Tokens are based upon blockchain technology and the Ethereum protocol. As such, any malfunction, unintended function, unexpected functioning of or attack of blockchain technology and/or the Ethereum protocol or the Bitcoin protocol may cause the CryptoCasher Platform to malfunction or function in an unexpected or unintended manner. Ethereum, the native unit of account of the Ethereum protocol, may itself lose value in ways similar to the Tokens, and in other ways. More information about the Ethereum protocol is available at <https://www.ethereum.org/> to assist Purchasers in understanding this new technology.

The growth of the blockchain industry in general, as well as the blockchain networks with which the CryptoCasher Platform will interact and rely, is subject to a high degree of uncertainty. The factors affecting the further development of the

cryptocurrency industry, as well as blockchain networks, include, without limitation:

- Worldwide growth in the adoption and use of Bitcoin, and other blockchain technologies;
- Government and quasi-government regulation of Bitcoin, and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- The maintenance and development of the open-source software protocol of the Bitcoin networks;
- Changes in consumer demographics and public tastes and preferences;
- The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- General economic conditions and the regulatory environment relating to cryptocurrencies; or
- A decline in the popularity or acceptance of Bitcoin or other blockchain-based tokens would adversely affect our results of operations. The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the CryptoCasher Platform and the Tokens.

**The prices of blockchain assets are extremely volatile. Fluctuations in the price of digital assets could materially and adversely affect our business, and the Tokens may also be subject to significant price volatility.**

13. The prices of blockchain assets such as Bitcoin have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens may also be highly volatile. Several factors may influence the market price of the Tokens, including, but not limited to:

- Global blockchain asset supply;
- Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
- Contributors' expectations with respect to the rate of inflation;
- Changes in the software, software requirements or hardware requirements underlying the CryptoCasher Platform;
- Changes in the rights, obligations, incentives, or rewards for the various participants in the CryptoCasher Platform;
- Interest rates;
- Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Tokens may be traded and liquidity on such exchanges;
- Interruptions in service from or failures of major blockchain asset exchanges on which the Tokens may be traded;

- Investment and trading activities of large contributors, including private and registered funds, that may directly or indirectly invest in the CryptoCasher Platform or Tokens or other blockchain assets; Monetary policies of governments, trade restrictions, currency devaluations and revaluations; Regulatory measures, if any, that affect the use of blockchain assets such as the Tokens;
- The maintenance and development of the open-source software protocol of the CryptoCasher Platform;
- Global or regional political, economic or financial events and situations; or
- Expectations among CryptoCasher Platform or other blockchain assets participants that the value of the Tokens or other blockchain assets will soon change. A decrease in the price of a single blockchain assets may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Tokens. For example, a security breach that affects investor or user confidence in Bitcoin may affect the industry as a whole and may also cause the price of the Tokens and other blockchain assets to fluctuate.

**The regulatory regime governing the blockchain technologies, cryptocurrencies, tokens and token offerings such as CryptoCasher Platform and the Tokens is uncertain, and new regulations or policies may materially adversely affect the development of the CryptoCasher Platform and the utility of the Tokens.**

14. Regulation of tokens (including CRR) and token offerings such as this, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in Singapore, South Korea, Hong Kong, the European Union, China, Gibraltar, Switzerland and the United States and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the CryptoCasher Platform and the adoption and utility of the Tokens. Failure by the Company, the CryptoCasher Ltd or certain users of the CryptoCasher Platform to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

As blockchain networks and blockchain assets have grown in popularity and in market size, federal and state agencies have begun to take interest in, and in some cases, regulate, their use and operation.

Blockchain networks also face an uncertain regulatory landscape in many jurisdictions such as the European Union, China and Russia. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the CryptoCasher Platform. Such laws, regulations or directives may directly and negatively impact our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the CryptoCasher Platform and the adoption and utility of the Tokens.

**Risk of Alternative Platforms.**

15. Following the Offering of the Tokens and the development of the initial version of the CryptoCasher Platform, it is possible that alternative applications could be established, which use the same open source code and protocol underlying the CryptoCasher Platform. Such competitors may have greater resources or experience and could potentially negatively impact the CryptoCasher Platform, including its value and the value of Tokens.

**The contributors will have no control and the Company may only have limited control once the Platform Launch occurs.**

16. CryptoCasher is comprised of open-source technologies that depend on a network of computers to run certain software programs to process transactions. Because of this less centralized model, the Company has limited control over the CRR Token and the CryptoCasher Platform once launched. In addition, the contributors are not and will not be entitled, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything be construed to confer on the Contributors any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

**There may be occasions when certain individuals involved in the development and launch of the CryptoCasher Platform may encounter potential conflicts of interest in connection with the Network Launch, such that said party may avoid a loss, or even realize a gain, when other contributors in the Presale or in CryptoCasher are suffering losses.**

17. There may be occasions when certain individuals involved in the development and launch of the CryptoCasher Platform or CRR may encounter potential conflicts of interest in connection with this Offering and the Network Launch, such that said party may avoid a loss, or even realize a gain, when other Contributors in the are suffering losses. Contributors in Purchase Agreements may also have conflicting investment, tax, and other interests with respect to Purchase Agreement investments, which may arise from the terms of the Purchase Agreement, the CryptoCasher's code, the CryptoCasher Platform, the timing of the Network Launch or other token pre-sales, or other factors. Decisions made by the key employees of CryptoCasher on such matters may be more beneficial for some Contributors than for others.

**Risk of Insufficient Interest in the CryptoCasher Platform.**

18. It is possible that there will be limited public interest in the creation and development of the CryptoCasher Platform and the Tokens. Such a lack of interest could negatively impact the Tokens and the Tokens.

**Risk that the CryptoCasher Platform, as Developed, Will Not Meet the Expectations of contributors.**

19. The CryptoCasher Platform is presently under development and may undergo significant changes before release. Any expectations or assumptions regarding the form and functionality of the CryptoCasher Platform or Tokens (including token behavior) held by a Purchaser, may not be met upon release, for any number of reasons, including mistaken assumptions or analysis, a change in the design and implementation plans, and execution of the CryptoCasher Platform.

**Risk of Lack of Adoption or Use of the CryptoCasher Platform.**

20. While the CryptoCasher Platform and Tokens should not be viewed as an investment, each may have value over time. That value may be limited if the CryptoCasher Platform lacks use and adoption. If this becomes the case, there may be few or no markets following the launch of the application, potentially having an adverse impact on the CryptoCasher Platform.

**Risk of Dissolution of CryptoCasher.**

21. It is possible that, due to any number of reasons, including an unfavorable fluctuation in the value of Ethereum, development issues with the CryptoCasher Platform, the failure of business relationships, or competing intellectual property claims, CryptoCasher may no longer be viable as a business or otherwise and may dissolve or fail to launch.

**Unanticipated Risks.**

22. Cryptographic tokens are a new and untested technology. In addition to the risks discussed, there are risks that the CryptoCasher team cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks