

## **MCAN Sale Terms and Conditions**

**(www.medicancoin.com)**

Terms and Conditions

Last Update:19.02.2019

IMPORTANT LANGUAGE DISCLAIMER – IN ORDER TO AVOID ANY POTENTIAL TRANSLATION INCONSISTENCIES WHICH MAY BE OUT OF THE COMPANY FOUNDATION CONTROL, THE TERMS AND CONDITIONS ARE ONLY AVAILABLE IN ENGLISH. IF YOU ARE UNABLE TO UNDERSTAND THE LANGUAGE, PLEASE SEEK THE ASSISTANCE OF A PROFESSIONAL TRANSLATOR BEFORE CONTINUING.

-----Chinese language disclaimer -----

如果您无法阅读或理解英文，请寻找一个专业的翻译人员帮助您。

-----Russian language disclaimer -----

Если вы не можете читать и понимать Английский язык, обратитесь к профессиональному переводчику

-----Filipino language disclaimer -----

MAARI PONG HUMINGI NG TULONG SA ISANG BIHASANG TAGASALIN KAPAG NAHIHIRAPAN O DI MAKAINTINDI NG WIKANG INGLES.

-----Indonesian language -----

JIKA ANDA TIDAK BISA MEMBACA DAN MEMAHAMI BAHASA INGGRIS, MINTALAH BANTUAN DARI AHLI PENTERJEMAH

-----Hebrew language disclaimer ----- יעוצקמ מגרתמל הנפ אנה תילגנה ייבהלו אורקל לוכי דניא מא

IMPORTANT WARNING: IF YOU ARE UNDER LEGAL AGE (MINIMUM AGE OF 18 OR, IN SOME CASES, AGE OF 21, ACCORDING TO YOUR JURISDICTION), YOU ARE PROHIBITED FROM TAKING ANY PART IN THE “COIN SALE” AND REQUESTED TO LEAVE THE WEBSITE AT ONCE.

IMPORTANT WARNING: IF YOU ARE NOT IN FULL CONTROL OF YOUR MENTAL POWERS, OR YOU ARE UNDER THE INFLUENCE OF ALCOHOL, PSYCHOTROPIC OR NARCOTIC SUBSTANCES, YOU ARE PROHIBITED FROM TAKING ANY PART IN THE “COIN SALE” AND REQUESTED TO LEAVE THE WEBSITE AT ONCE.

IMPORTANT WARNING: DO NOT PURCHASE OR TAKE ANY PART IN THE “COIN SALE” IF YOU ARE A CITIZEN, RESIDENT OR REPRESENTATIVE OF LEGAL ENTITY OF THE UNITED STATES OF AMERICA OR REPUBLIC OF SINGAPORE.

IMPORTANT WARNING: DO NOT PURCHASE OR TAKE ANY PART IN THE “COIN SALE” IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC COIN AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASE AMOUNTS DURING THE “COIN SALE” ARE NON-REFUNDABLE AND NO ALLOCATION OF COIN CAN BE ASSURED OR WARRANTED BY THE COMPANY.

BY PARTICIPATING IN THE “COIN SALE” AND PARTICIPATING TO THE COMPANY YOU EXPRESSLY ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CAREFULLY AND ENTIRELY REVIEWED THE TERMS AND

*This document is not a solicitation for investment and does not pertain in any way*

*to an offering of securities in any jurisdiction*

FULLY UNDERSTAND THE RISKS, POTENTIAL COSTS, AND BENEFITS OF PARTICIPATING TO THE COMPANY AND YOU EXPLICITLY AGREE TO BE BOUND BY THESE TERMS  
IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISOR(S).

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WHEREAS, Medican Ltd, located in the, British Virgin Islands, company code 1463187, is a MCan Coin issuer and under the brand name "MCan" (hereinafter - "**MCan**", "we", "us");

WHEREAS, you ("you" or the "**User**") are an individual or entity that uses MCAN currency;

WHEREAS, www.medicancoin.com (the "**Website**") is the official website of MCan;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (the "**Agreement**") as follows:

- 1.1. These T&C including any and all Accompanying Documents constitute a legally binding agreement between the Website Owner and any and all Users as defined herein in the -*Definitions* (Clause 2).
- 1.2. Every person accessing the Website or using the Coin should comply with the T&C. Continued usage of the Website or the use of the Coin means that the User complies with the provisions of these T&C and any and all accompanying documents and provide valid consent to the same as per the laws applicable to you.
- 1.3. Users are recommended to immediately read and understand these T&C, the Coin Sale Privacy and all other Accompanying Documents as it is implied that they consent to all the provisions of the T&C, the Coin Sale Privacy and all other Accompanying Documents through their continued usage. If You do not agree with these T&C in general or any part of thereof, such Users should refrain from the use of the Website or the Coins in any form.

1.4 In addition to consent through continued usage, Your consent for the Use of the Website and/or its additional features can also be provided by use of any authentication including by completing any required forms or through Use of the Website or clicking on any required buttons/links on the Website or through email or by use of any other authentication options provided by the Website Owner or through any other mode that is commonly used in the industry and is permitted by law.

## 2. Definitions

The terms defined below in this section will have the meaning assigned to them here throughout this entire document unless explicitly mentioned otherwise:

(a) '*Accompanying Documents*' means other documents related to the MCAN Sale in addition to these T&C as stated on the website including but not limited to the Whitepaper, Coin Sale Privacy Policy, Coin Sale Agreement and Know-Your-Customer ('KYC') and Anti-Money-Laundering ('AML') guidelines for the Coin Sale. In case of any discrepancies between Accompanying Documents and the T&C, the latter shall apply. .

(c) '*Affiliated Parties*' means any persons or entities that are related to the MCAN Team, including, but not limited to partners, employees, agents and contractors of the Company.

(d) '*Agreements*' mean these T&C and any other rules, policies or procedures that may be issued by the MCAN Team and Website Owner and published from time to time on the Website (including the Accompanying Documents).

(e) '*Applicable Law*' means the laws of British Virgin Islands.

(f) '*Cryptocurrency*' means digital currency, represented by Bitcoin (BTC) or Ethereum (ETH) or Litecoin or Dash or any other permitted digital currency used by Users to purchase Coins.

(g) 'Ethereum Smart Contract' means digital computer protocol intended to facilitate verify and enforce the negotiation, use and purchase of Coins by a User.

(h) 'Party' refers to either the Website Owner or the User who are bound by these T&C and 'Parties' refer to both of them together.

(i) 'Use' means use of the Website in any manner and/or use of the Coin(s) in any manner including but not limited to sale, purchase, trading and transfer.

(j) 'User' (also referred to as "You" or "Your" as required) means any person who is at least 18 years old and, who uses the Website and/or Coin, with or without prior registration and authorization using the Account. The Website Owner reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users to participate in a certain phase of Coin Sale (i.e. accredited participants, etc.) as shall be mentioned on the Website and Whitepaper.

(k) 'MCAN Team' means the creators of the MCAN idea, platforms and initiators of the MCAN Sale as presented on the main page of the

(l) 'MCAN' or 'Coins' means cryptographic Coins. The Coins have been/ will be released by the Company in the Coin Sale or through other methods. The mentioned Coins would be released in compliance of the laws of the Country where they will be released. Coins, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right except as specially provided in the Whitepaper and/ or other Accompanying Documents.

(m) MCAN – virtual currency Coins created by MCan and known as Medical Cannabis (MCAN).

(n) 'Website Owner' (also referred to as "Company", "We", "Us") means the Medical Cannabis Ltd., a company to be incorporated under the laws of BVI for the purpose of developing, running and implementation of the MCAN Coin Sale. The Company is not a financial entity, investment entity, investment advisor, financial consultant or a partner, employer, agent or adviser for any User.

(o) 'Website' means the website- <https://www.medicancoin.com/> which is maintained and owned by the Website Owner.

(p) 'Whitepaper' means one of the Accompanying Documents published by the Website Owner on the Website, describing technical and marketing details of the MCAN Sale, the idea and purpose of MCAN, as well as respective pricing and Coins distribution periods.

(q) MCAN Coin Sale means an offering of Coins to eligible Users to purchase. The Coins are available in the Coin Sale for a limited period of time, and will be available in the future through public sale and other processes as described on the Website and the Whitepaper.

### 3. General Provisions and Notes

#### **3.1. Important Note for Residents of United States of America, People's Republic of China and Singapore and their overseas territories or possessions and Countries under US Sanctions ('Restricted States'):**

The citizens, people domiciled in the Restricted States and residents of the Restricted States are not eligible and not allowed to participate in the Coin Sale as well as in the Coin Sale Referral Program owing to regulatory issues. The same restrictions also extend to residents of all other jurisdictions where US Sanctions are in force including Iran, North Korea, Syria, Sudan and North Korea. The restrictions on Use of the Website and Coins remain at all stages and they are not eligible to obtain the Coins through any manner or any transaction including our Referral Program.

The above mentioned restrictions also extend to companies or other legal entities created and/or owned by citizens and residents of the Restricted States. Your continued Use of the Website and/or the Coins means

that you are not domiciled resident or a citizen of a Restricted State or own a company or other legal entity based in the Restricted States. For other Users, if you become domiciled, resident or a citizen of a Restricted State or own a company or other legal entity based in the Restricted States, you will immediately cease to Use the Website and/or Coin and inform us immediately.

3.2. These T&C are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the T&C at any time by discontinuing the use of the Website and surrendering the Coins held by them without any compensation or any other claims of any form against the Website Owner, MCAN Team or company of the MCAN Group.

3.3. The User acknowledges and accepts that these T&C are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion. The User's continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User's consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.

3.4. The User acknowledges and accepts that the Website Owner reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason.

3.5. By using this Website each User covenants, represents, and warrants that (under the Applicable Law and law of the country of User's residence and citizenship):

(a) he (she) is of an age of majority to enter into these Agreements (at least 18 years of age),

(b) meets all other eligibility and residency requirements, and is fully able and legally competent

(c) to use the Website, enter into agreement with the Website Owner and in doing so will not violate any other agreement to which he (she) is a party;

(d) he (she) has necessary and relevant experience and knowledge to deal with cryptographic Coins, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks and any restrictions associated with cryptographic Coins (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

(e) if he (she) is a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;

(f) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;

(g) he (she) is not a resident or citizen of the Restricted States as specified in paragraph 3.1. hereof. 3.6. A User shall not use the Website if under the Applicable Law and/or law of the country of User's residence he (she) is prohibited from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of Coins under the mentioned law should not access this Website and is prohibited from accessing, referencing, engaging, or otherwise using this Website.

3.7. Before using the Website and/or making any offer for purchase or purchasing any Coins, a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and Coin Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these T&C. By using the Website each and any User confirms that he (she) has fully read and understood not only these T&C, but any Accompanying Documents and fully accepts their terms.

3.8. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by the Website Owner. The

Website Owner does not guarantee their safety and conformity with any User expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

4. Registration of Accounts for Purchase of Coins and Use of Coins 4.1. In case you fill in the requisite forms and/or complete additional procedures prescribed under these T&C and Accompanying Documents, an Account will be created by the Website Owner for the purpose of participation in the Coin Sale and Use of the Coins in the future. This creation of an Account on the Website is being made at your sole request and with your chosen login details and password. You warrant that any and all information provided for the purpose of Your Account creation is valid, current, complete and accurate. Registration data and other information submitted by You and used for the creation of the Account is used subject to the accompanying Privacy Policy and other Accompanying Documents available on the Website.

4.2. You hereby expressly consent that you are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login details and password private and to immediately notify the Website Owner of any unauthorized Account activity You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or We may face as a result of Your failure to do so and we may undertake legal proceedings to recover any such losses.

4.3. You may request to deactivate or terminate your Account on the Website, at any time and for any reason by sending a request for the same in the contact form on the Website. We may recover any dues which resulted from the use of your Account at the time of termination of the Account and/or even after the termination of the Account through all possible means if they are discovered after the termination of the Account.

4.4. We may terminate Your use of and registration with the Website at any time if You violate these T&C or any other Accompanying Documents of the Website Owner, at our sole discretion and without prior notice and/or without any liability or further obligation of any kind whatsoever to You or any other Party, when we find such measures reasonable and/or necessary in a particular situation.

5. Indemnity 5.1. To the extent allowable under Applicable Law, the User shall indemnify, defend, and hold the Website Owner and/or its subsidiaries, Affiliated Parties, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder.

5.2. You shall not have any claim of any nature whatsoever against Us for any failure by Us to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to the Coin Sale, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Us, for the supply of products under these T&C or any other authority or any other cause whatsoever beyond our absolute and direct control.

6. Exclusion of Warranties and Limitation of Liability Clause 6.1. Any and all purchases of Coins through the Sale or any other future sales are final and non-refundable. By purchasing the Coins, the User acknowledges that neither Website Owner nor any other of its Affiliated Parties are required to provide a refund for any reason, and that the User will not receive or demand money or other compensation for any Coins that is not used or remains unused for any reason.

6.2. This Website and the Coins are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of Coins and their use.

6.3. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, the Website Owner or its Affiliated Parties do not accept any liability for any damage or loss, including loss of any savings, business, revenue, or profits, or future profits or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the Coins or their use by the User, regardless of the basis, upon which the liability is claimed.

6.4. You understand and agree that the Website Owner and any of its Affiliated Parties shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value (if it is ever attributed to it) of the Coins or cryptocurrency or Fiat currency. The Website Owner shall not provide to the User any refund possibility (payout liquidity) for the purchased Coins. The User understands and expressly agrees that the Website Owner shall not guarantee in any way that Coins might be sold or transferred during or after the Coin Sale.

6.5. You understand and agree that it is Your sole obligation to ensure compliance with any legislation relevant to Your country of citizenship, residency or domicile concerning use of this Website and Use and buying of the Coins, and that the Website Owner should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the Coins. In case of any change in legislation in Your country of citizenship, residency or domicile which makes the Use of the Website and/or Coins illegal, you agree to cease use of the Website and/or Coins immediately and absorb any possible losses arising out of the same. You agree to be solely responsible for any applicable taxes imposed on Coins that you propose to purchase and/or purchase hereunder.

6.6. The Website Owner does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The Website Owner shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

6.7. Acquisition of Coins does not present an exchange of cryptocurrencies for any form of ordinary shares, and holder of any Coins, issued by Website Owner or Mined or acquired through any other manner is not entitled to any guaranteed form of interest, dividend or other revenue right unless specifically mentioned in the White Paper or the other Accompanying Documents.

6.8. If Applicable Law does not allow all or any part of the above limitation of liability to apply to You, the limitations will apply to You only to the extent permitted by Applicable Law. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning use of the Website, and that You should not accept any liability for any illegal or unauthorized use of the Website. You agree to be solely responsible for any applicable taxes imposed on Coins that you propose to purchase and/or purchase or the services provided by the Website hereunder.

6.9. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with Users, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you. In case of those situations, the T&C and Accompanying Documents will govern you to the maximum permissible limits.

7. Disclaimers 7.1. Any cryptographic Coins that possess value in public markets, such as Bitcoins or Ether, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of Coins should be prepared to expect similar fluctuations, both down and up, in the price of Coins denominated in respective cryptocurrency (BTC or ETH) or Fiat currencies (USD or EUR or any other fiat currency). Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Website Owner cannot and does not guarantee market liquidity for Coins. By purchasing Coins, You expressly acknowledge and represent that You fully understand that they may not be able to sell the Coins in any markets and experience volatility in pricing and will not seek to hold the Website Owner liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of Coins.

7.2. The purchase of Coins carries with it a number of risks. Prior to purchasing Coins, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks are unacceptable to You, You should not purchase Coins. By purchasing Coins, and to the extent permitted by Applicable Law, You are agreeing not to hold the Website Owner or any affiliated entity liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Coins, including losses associated with the risks set forth herein.

7.3. Should You proceed to purchase any Coins and the product fails to be suitable for the special or particular purpose as intended by You, we will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective Coins).

7.4. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk. .

7.5. We will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.

7.6. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.

7.7. Security measures have been implemented to ensure the safety and integrity of any of the services related to the Coin Sale. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

7.8. The Coins are unregulated. The Website Owner and the MCAN development team are closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if changes impact operations of Coins. The Website Owner and/or MCAN Team or any of its Affiliated Parties is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, financial advisory, money changing, banking, fund management or investment advice. This Coin Sale is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

7.9. This document or any other document, produced and signed by Us, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

7.10. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not and does not offer and shall not be construed as investment or financial product.

7.11. There are no warranties and/or guarantees given that Coins will be listed or made available for exchange for other cryptographic Coins and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and We do not give any warranties in regard to any exchange services providers. In any case We will not enable exchange Coins for fiat currency. User may not at any given time be able to acquire or dispose of its Coins due to potential lack of liquidity.

7.12. It is possible that even if the Coin and the MCAN platforms are fully functional, Users may not be able to participate in any intended or implied projects and use their Coins. By holding Coins, the User acknowledges that he (she) understands that while every effort will be made to keep the MCAN platforms functioning, they may have to be closed down or not perform as expected and the Coin holders accept complete sole responsibility for any such situation.

8. Intellectual Property Rights 8.1. The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the Coins and his activities generally.

8.2. In no way shall these T&C entitle any User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other



content connected to the Website. Arrangement of such content is owned by the Website Owner and is protected by national and international intellectual property rights protection laws.

8.3. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the Website Owner.

8.4. If for the purpose of any intellectual property right registration of the Website Owner, any documentary submission or any other action is required from the User, the User must provide the Website Owner with the respective assistance without any remuneration for the same.

## 9. Applicable Law And Dispute Resolution

9.1. All questions concerning the construction, validity, enforcement and interpretation of.

9.2 To resolve any dispute, controversy or claim between them arising out of or relating to any of the Agreements, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than ninety (90) days following written notification of such controversy or claim to the other Party. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at support@medicancoin.com. Notice to you shall be either posted on our website or, if available, will be sent by email to any email address you provided in connection with your purchase of Coins or use of the Website or Services. Your notice to Us must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. In case the dispute could not be solved through negotiation, the parties will move for binding arbitration.

9.3. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

9.4. The parties waive all their rights to claim Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you 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 an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

9.5. The enforceability of this Clause 9 will be both substantively and procedurally governed by and construed and enforced in accordance with the International Chamber of Commerce (ICC) Rules of Arbitration, to the maximum extent permitted by applicable law.

9.6. Any arbitration will occur in Stockholm, Sweden. The arbitration will be conducted confidentially by a single arbitrator appointed by the President of the ICC in accordance with the rules of the International Chamber of Commerce Rules of Arbitration, which are hereby incorporated by reference. The courts located in Stockholm, Sweden, will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision. the Agreements shall be governed by and construed and enforced in accordance with the laws of BVI (Applicable

9.7. Under these T&C, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. 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.

9.8. The International Chamber of Commerce Rules of Arbitration and additional information about International Chamber of Commerce are available at <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/>. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason.

9.9. If any term, clause or provision of this Clause 9 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Clause 9 will remain valid and enforceable. Further, the waivers set forth in Clause 9.4 above are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

## 10. Additional Provisions

(a) *Complete Agreement*: These T&C together with the accompanying documents set forth the entire understanding between each User and the Company and the MCAN Team with respect to the purchase and sale of Coins. For facts relating to the sale and purchase, the User agrees to rely only on the Agreements in determining purchase decisions and understands that these documents govern the sale of Coins and supersede any public statements about the Coin Sale made by third parties or by the MCAN Team or Company or individuals associated with MCAN Team or Company, past and present and during the Coin Sale.

(b) *Severability*: If any term, clause or provision of these T&C is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these T&C 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 T&C.

(c) *No Waiver*: The failure of the Website Owner to require or enforce strict performance by the Purchaser of any provision of these Agreements or failure to exercise any right under these Agreements shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these T&C shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these T&C, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these T&C nor be legally binding, unless documented in physical writing, and executed by the User and a duly appointed officer, employee, or agent of the Company.

(d) *Force Majeure*: The Company is not liable for failure to perform solely caused by: unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the Party injured by the other's inability to perform may elect to suspend the Agreements, in whole or part, for the duration of the force majeure circumstances. The Party experiencing the force majeure circumstances shall cooperate with and assist the injured Party in all reasonable ways to minimize the impact of force majeure on the injured Party.

(e) *Cooperation with Legal Authorities*: The Company and MCAN Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

(f) *State Policies*: The Website Owner and its Affiliated Parties strictly follow anti-money laundering (AML), "know your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any User fully agrees to assist the Website Owner in complying with all of the mentioned regulations and provide any necessary information if such is required from the User by the competent authority.

(g) *Updates*: The Agreements may be updated with or without notice from time to time and the version available at the Website on a given date will be considered as the governing document for any incidents arising on that date. An

update of the Agreements on the Website will be considered as valid notice to everyone and all users and interested parties are requested to visit the Website regularly to update themselves about the latest updates to the Agreements.

(h) The Agreements will not be interpreted against one Party merely as it was drafted by the Party.

(i) *Construction:* For purposes of Agreements, whenever the context requires:

- i i. the singular number shall include the plural, and vice versa;
- ii ii. the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, the neuter gender shall include the masculine and feminine genders; and
- iii iii. the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.

(j) *Assignment:* The User shall not assign any of the Agreements, either in whole or in part, without the express prior written consent of the Website Owner. Any such attempted assignment shall be void.

## **FORWARD LOOKING STATEMENTS**

*This Terms, the Website, the White Paper and any other information provided by the Company or its' representatives in writing or orally may include forward looking statements. Often, but not always, forward looking statements can be identified by the use of words such as "believes," "expects," "does not expect," "is expected," "targets," "outlook," "plans," "eta", "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 forward looking statements. Although the Company believes it has a reasonable basis for making these forward looking statements, you 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*

[NO CONTENT BELOW]



