

ICO PARTICIPATION AND SFN USAGE AGREEMENT

WHEREAS, **Safein Capital OÜ**, a limited liability company established and operating under the laws of the Republic of Estonia, legal entity code 14456790, registered office at Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917, the Republic of Estonia (hereinafter - "**Safein**", "**we**", "**us**"), is a designated SFN token distributor belonging to the same company group as an operator of various authorization and identity management services platform working under a brand name "Safein";

WHEREAS, Safein is conducting the ICO for the purpose of growing the user base of the Services provided and to be provided by Safein Platform as well as developing the Platform itself;

WHEREAS, you ("**you**" or the "**User**") are an individual or entity that wishes to acquire SFN tokens;

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

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 this agreement (the "**Agreement**") as follows:

1. DEFINITIONS

- 1.1. "**Account**" – online account created by the User at the Website.
- 1.2. "**Blockchain**" – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.
- 1.3. "**Cryptocurrency**" – is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency.
- 1.4. "**Ethereum**" – an open blockchain platform at www.ethereum.org.
- 1.5. "**Ether**" or "**ETH**" – is the name of the cryptocurrency used within Ethereum.
- 1.6. "**ICO**" – a restricted initial token sale by Safein to eligible Users regarding purchase of SFN tokens.

- 1.7. **“Services”** – any services provided by Safein and/or its affiliates and other companies belonging to the same company group, including the services available to registered Users on the Website.
- 1.8. **“SFN”** – virtual currency tokens created by Safein and known as SFN tokens.
- 1.9. **“Smart Contract”** – means the Ethereum smart contract.
- 1.10. **“Virtual currency”** – means, for the purposes of this Agreement, SFN utility tokens having specific features and designed to be used on Safein platform for purchase of the Services provided by the Safein platform.
- 1.11. **“Wallet”** – any type of wallet used for storage of cryptocurrencies.
- 1.12. **“Whitelisting”** – a process in which a User submit an application at the Website to be allowed to participate in the ICO and Safein takes appropriate measures to investigate, if the respective applicant meets the respective requirements and thus can be allowed to purchase SFN tokens during the ICO. In practice, this is done by listing the Ether Wallet addresses of Users meeting the ICO requirements on a list of Users allowed to purchase SFN tokens during the ICO (the White List).
- 1.13. **“Whitepaper”** – the English version of the document located at the Website containing the ICO conditions and describing Safein’s project and business model.
- 1.14. Furthermore, any reference to **“participation”** in the ICO, for the purposes of this Agreement, shall mean the process of purchasing SFN Tokens during the ICO.

2. **SCOPE OF THE AGREEMENT**

- 2.1. This Agreement sets out terms and conditions for participation in the ICO and usage of the SFN tokens as well as other terms and conditions related to it.

- 2.2. Neither this Agreement nor any documents referred to in the Agreement constitute a prospectus of any sort, nor a solicitation or recommendation for investment, nor an initial public offering, nor an offering of shares or equity, nor do they pertain to an offering of securities in any form or manner.

3. **ACCEPTANCE AND CHANGES TO THE AGREEMENT**

- 3.1. Your Whitelisting, participation in the ICO and access to the Website is subject exclusively to this Agreement and any terms and conditions or policies provided in the Website. By submitting an application to be Whitelisted and/or participating in the ICO you agree to be bound by and accept this Agreement, its terms and conditions and all the policies and guidelines that are incorporated by reference (for example, the Privacy Policy). If you do not agree with the Agreement and/or individual provisions of the Agreement, you cannot participate in the ICO and/or submit an application to be Whitelisted and must immediately navigate away from the Website and withdraw any applications/requests for Whitelisting and/or purchase of SFN tokens during the ICO. We recommend that you store or print-off a copy of the Agreement (including all policies) for your records.
- 3.2. This Agreement comes into effect at the moment you submit an application to be Whitelisted on the Website.
- 3.3. Safein may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the ICO, Website and/or the Services at any time and in its sole discretion without notice. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your participation in the ICO and/or continued use of the Website and/or the Services following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not participate in the ICO and do not continue to use the Website and/or the Services.
- 3.4. Safein may at any time change or remove (temporarily or permanently) the Website, Services and their information from the Website without indicating the reasons of such change or removal and you confirm that Safein shall not be liable to you for any such change or removal.
- 3.5. SFN is unregulated virtual currency/utility token. If there are any regulations imposed regarding SFN tokens and virtual currencies/utility tokens, the terms and conditions of this Agreement and/or other conditions regarding usage of SFN tokens may be changed significantly by Safein to meet such regulatory requirements.

- 3.6. Participation in the ICO as well as use of the Website and/or the Services is limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law.

4. **YOUR ACCOUNT**

- 4.1. If you want to be Whitelisted, participate in the ICO and/or start using the Website and/or the Services, you must register at the Website by creating your own Account. After you agree to be bound by the applicable Terms and Conditions as well as the Privacy Policy and complete the registration form, Safein will establish an account for you and provide you with the unique login ID and password. Safein is entitled to refuse to register you without indicating the reasons.
- 4.2. For the purpose of your identification you may be required to provide a copy of your passport or ID card, a copy of the bank transfer with the banker's signature, utility bill and other information required by Safein. Particular documents that have to be submitted will be specified in the notification to you. Safein can also request you to provide any documents required to perform either your background check or check of your provided information.
- 4.3. Safein reserves the right to suspend the usage of the Account until your identity is completely verified.
- 4.4. You are solely responsible for maintaining the confidentiality of your Account information, including unique login ID and password, and for their use. It is your responsibility to guard your password. Sharing your password with a third party constitutes a breach of this Agreement. We recommend that you never share or disclose your Account information with anyone, create complex and secure password, change your password from time to time, always log out when finished using the Account. Any loss that occurs as a result of negligent security practices, whether it be on the part of you, or Safein, will not be the responsibility of Safein, its directors, associates or employees.
- 4.5. You confirm that at the registration at the Website you have entered correct data about yourself and that afterwards, when changing or adding this data in the Account, you will enter only correct data. The User shall bear any losses that occur regarding to the submission of invalid/incorrect data. You unconditionally warrant that any information, data and/or content you provide: (i) will be correct, accurate and not misleading or otherwise deceptive; (ii) will not infringe the intellectual property rights of Safein or any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (iii) will not violate any law, statute, or regulation; (iv) will not be defamatory or libelous, and, (v) will not create liability for Safein.

- 4.6. You shall not use the Website and/or the Services for any purpose that is unlawful or prohibited by this Agreement and legal requirements. Your registration at the Website implies your confirmation and a guarantee that by using the Services you will act honestly and in such way that it would meet the interests of both you and Safein. Safein has a right to restrict your usage of the Website and/or the Services without prior notice if you use the Website and/or the Services in unlawful or other unaccepted way.

5. ICO PARTICIPATION REQUIREMENTS

- 5.1. Before taking any action with respect to participation in the ICO, you shall peruse and understand: (1) this Agreement (2) all the Whitepapers of Safein published at the Website; (3) Terms and Conditions and Privacy Policy published in the Website; (4) the Website; and (5) other relevant documents and information published by Safein. The documents identified above are incorporated as integral parts to this Agreement. You shall refrain from purchasing any SFN tokens until you understand and accept the documents identified above. By participating in the ICO you expressly acknowledge and represent that you have carefully reviewed the aforementioned documents, and fully understand the risks, costs, and benefits associated with SFN tokens and you agree to be bound by all these documents.
- 5.2. You shall meet certain participation requirements set forth in the Website to participate in the ICO. You shall participate in the ICO only within such period and in such manner as set forth in the Website.
- 5.3. In addition to participation requirements set forth in the Website you represent, warrant, acknowledge and agree that: **(a) you are of sufficient age (minimum 18 years of age) to participate in the ICO and have full capacity of civil conduct under the laws of the jurisdiction where you are domiciled; (b) you are legally permitted to participate in the ICO and are legally permitted to receive and hold cryptocurrencies and tokens; (c) your participation in the ICO is voluntary and based on your own independent judgment without being coerced, solicited or misled by anyone else; (d) you have sufficient knowledge on cryptocurrencies, cryptographic tokens, cryptographic protocol and blockchain technology; (e) you do not contemplate to use SFN tokens for any speculative, illegal or non-ethical purpose, including, but not limited to, speculative investment; (f) you do not intend to break or misuse SFN tokens and/or Safein for money laundering or any illegal activities; (g) you take sole responsibility for any restrictions and risks associated with participating in the ICO, receiving and holding SFN tokens, whether referred to in this Agreement, arising under any applicable law or otherwise; (h) you waive the right to participate in any class action lawsuit or any class wide arbitration against Safein and any person or legal entity associated with it; (i) you are participating in the ICO to facilitate the development, testing, deployment and operation of Safein's products and services, and the purchase price of SFN tokens is non-refundable (unless otherwise expressly provided herein), including in case Safein fails to launch the Services or achieve any other goals outlined in the Whitepaper; (j) the proposed outcomes discussed in the Whitepaper may not be achieved and you may not be able to use some or all of the proposed Services; (k) SFN tokens may not provide the rewards**

envisaged; (l) participating in the ICO, receiving and holding SFN tokens do not grant any ownership rights in regard to Safein, any voting or decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of Safein; (m) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website, you will not violate or attempt to violate the security of the Website; (n) you will not access information or data which you are not authorised to access; (o) you will promptly provide to Safein, upon request, any additional information which Safein may consider necessary in the process of Whitelisting or providing Services on the Website; (p) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content; (q) you are not an individual who is a citizen, resident or tax resident of the United States of America (including all territories of this country); (r) you are not a corporation, partnership or other legal entity formed under the laws of the United States of America (including all territories of this country), as well as not an agency, branch or office located in the United States of America (including all territories of this country); (s) your purchase of SFN tokens is made for your own account as principal and is not made in anticipation of a further distribution of SFN tokens to others; (t) you are purchasing SFN tokens to actually use Safein's Services and SFN tokens as a virtual tokens, not to speculate on its value; (u) by participating in the ICO or receiving and holding SFN tokens you acknowledge and agree that you fully understand that SFN may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that Safein and any of its affiliates may not be held liable for any loss arising out of, or in any way connected to your participation in the ICO or receiving and holding SFN tokens; (v) participating in the ICO, receiving and holding SFN tokens will not grant you any rights to participate in the distribution of profits of Safein, exercise any redemption or buyback rights on account of your SFN tokens or receive any other income, distributions or other funds from Safein; (w) all the representations, warranties and acknowledgments as laid out in this clause are true and accurate.

- 5.4. You shall only participate in the ICO through the Website.
- 5.5. Your participation in the ICO is strictly subject to you creating an Account with the Safein platform, verifying your identity through the Account and successfully passing the Whitelisting process. In avoidance of doubt, Safein reserves the right to decline your request for being Whitelisted for any reasons found material by Safein and in such case effectively preclude you from participating in the ICO.
- 5.6. **SFN tokens are not offered to citizens, residents and/or tax resident of the United States of America (including all territories of this country). If you are a citizen, a resident and/or a tax resident of the United States of America (including all territories of this country) or otherwise associated with these countries, you are not eligible to participate in the ICO and cannot use SFN tokens in any way.**

- 5.7. You are only allowed to purchase SFN tokens if and by buying SFN tokens you covenant, represent, and warrant that you are neither a citizen, resident or tax resident of the United States of America (including all territories of this country), nor do you have a primary residence or domicile in the United States of America (including all territories of this country). In order to buy SFN tokens and by buying SFN tokens you covenant, represent, and warrant that none of the owners or beneficiaries of the company, of which you are an authorized officer, are a citizen, resident or tax resident of the United States of America (including all territories of this country), nor do you have a primary residence or domicile in the United States of America (including all territories of this country). Should this change at any time, you shall immediately notify Safein.
- 5.8. If buying, selling and usage of cryptocurrency and/or tokens, participation in the ICO and/or other transactions indicated in this Agreement and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you oblige not to participate in the ICO and not to use or buy SFN tokens. Failure to comply with local laws may result in the loss of your Account and any assets contained within.
- 5.9. Safein shall reserve the right to refuse selling SFN tokens to anyone who does not meet criteria necessary for their buying, as set out in this Agreement, the Website and by the applicable law.
- 5.10. You understand and accept that the purchase and sale of cryptocurrencies and tokens of any kind (including SFN tokens) involves risk. Due to the constant price fluctuations, you may increase or lose value in your assets at any time.

6. **ICO CONDITIONS**

- 6.1. Safein is the company to be conducting the ICO. The offering will be a virtual currency tokens known as a SFN tokens. Funds raised by Safein will be used towards the development and marketing of Safein as a project, remuneration of the project team and coverage of other ICO as well as other project development expenses, as explained in the Whitepaper in more detail.
- 6.2. During the ICO Safein as a company will issue tokens on the Ethereum blockchain operated by a smart contract and following the ERC20 protocol.
- 6.3. SFN tokens will be issued in exchange for Ether based on the smart contract. SFN tokens purchased during the ICO will be delivered to their buyers with no significant delay after the conclusion of the ICO. No SFN tokens shall be delivered to anyone, who bought them during the ICO in case of ICO Failure, as explained further bellow.

- 6.4. Safein ICO will be conducted from 1 P.M. UTC 31 May 2018 until 1 P.M. UTC 30 June 2018 (the “**ICO Period**”), unless Hard Cap is reached before then, in which case the ICO will end immediately upon reaching the Hard Cap.
- 6.5. The ICO will be held in stages with different SFN prices offered to earlier and later participants of the ICO. These stages will be announced on the Website no later than a week before the ICO, however the average SFN token price during the ICO should be equal to around 0.07 USD for 1 SFN token. Maximum amount of 21,000,000 USD shall be collected for all the SFN tokens sold in the ICO (the “**Hard Cap**”) and a maximum amount of 30 % of all SFN tokens created shall be sold during the ICO.
- 6.6. Should any part of the SFN tokens allocated to the ICO not be distributed during the ICO, such SFN tokens will be returned to Safein and added to Safein reserve for further product development.
- 6.7. In case of failure to sell SFN tokens during the ICO for more than 3,000,000 USD (the “**Soft Cap**”) until the end of the ICO period (the “**ICO Failure**”), all contributions for SFN tokens received during the ICO will be returned to their original owners and all the SFN tokens shall be destroyed. You hereby explicitly acknowledge and accept that in the event of ICO Failure, purchasers of SFN tokens that bought them during the ICO shall not receive the SFN tokens that they have made payments for and shall only get a refund of the ETH paid for the SFN tokens in return. No other compensation shall be available to such participants of the ICO.

N.B.: all values indicated in USD or ETH in this chapter are subject to change before the start of the ICO in case of large fluctuations in market price of ETH or other material reasons recognized as such by the management of Safein, moreover, the dates of the ICO Period can also be changed in case Safein recognizes a need for such delays of the ICO. All of these changes are subject to sole discretion of Safein management. **Moreover, you hereby agree and acknowledge your understanding that before the start of the ICO both the Hard Cap and the Soft Cap values shall be converted into respective amounts expressed in ETH (pursuant to ETH/USD conversion rate at the time) and these Soft Cap and Hard Cap values in ETH shall replace the respective Soft Cap and Hard Cap amounts expressed in USD herein as of the moment of their public announcement on the Webpage and/or other Safein media channels.**

- 6.8. **SFN tokens will be allocated among participants of the ICO as well as Safein, its affiliates, management, advisors and partners of Safein in the manner indicated in the latest available Whitepaper. A part of SFN tokens shall also be allocated to “air-drop” and bounty schemes. In-depth knowledge of these allocations is mandatory for any participant of the ICO.**

- 6.9. The number of SFN tokens allowed for purchase by one User may be partly or fully limited at the decision of Safein management. Additionally, minimum amounts of SFN tokens available for purchase may be set by the management of Safein. All such limitations, if any, shall be announced before the start of the ICO and are subject to sole discretion of the management of Safein.
- 6.10. The ICO conditions are indicated in more detail in the Whitepaper and the Website which are an integral part of this Agreement and you agree to be bound by them.
- 6.11. SFN tokens emission will be conducted via the Website and Smart Contract developed for this purpose. By participating in the ICO you agree to be bound by all the terms and conditions of this Agreement. Failure to follow the ICO instructions on the Website may limit, delay, or prevent you from purchasing SFN tokens.
- 6.12. Any detected double spend of cryptocurrency and/or tokens will result in no SFN tokens being provided to the relevant party.
- 6.13. SFN is available for purchase to eligible (Whitelisted) buyers only during the announced periods of the ICO period as indicated in this Agreement, the Whitepaper and the Website.
- 6.14. SFN tokens purchased by the User will be available in the User's ETH Wallet used for Whitelisting and payment for the SFN tokens being acquired during the ICO.
- 6.15. All purchases of SFN tokens made during the ICO are final and non-refundable/non-redeemable, unless the Soft Cap is not reached before the end of the ICO Period, in which case Users, who purchased the SFN tokens during the ICO, will be refunded by returning them the amounts paid for the SFN tokens during the ICO.
- 6.16. **You hereby note and acknowledge your understanding that SFN tokens will not be listed on any public exchanges immediately after the ICO and we might need some time before the SFN tokens are admitted to trading on any public exchanges. Moreover, it is impossible to say how long it will take before such listing will be achieved or to guarantee that Safein will succeed in listing SFN tokens on any public exchange altogether. Safein takes no responsibility for failing to list the SFN tokens on any public exchange quickly or at all and the User assumes full risk associated to such delayed listing or failure to list SFN tokens on any public exchange altogether.**

- 6.17. You are solely responsible for ensuring that the address used for your payment for SFN tokens is fit to handle return functions and particularly, must ensure that you do not pay directly from an address provided by a cryptocurrency exchange service provider: failure to do so, may lead to your loss of this ETH (pursuant to your intended purchase of SFN tokens).

7. SFN TOKENS RIGHTS AND ATTRIBUTES

- 7.1. SFN is not money or investment securities and the ICO will not involve issuance of any fiat currency, securities (whether equity securities or otherwise), financial derivative instrument or other kind of investment certificate. SFN is not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and does not necessarily have market prices or transactions between peers. SFN does not stand for any sort of investment contract for all intents and purposes. You shall not participate in the ICO with a view to investment or speculation or in pursuit of any profit. Under this Agreement Safein does not provide, offer or exchange securities, investment contracts or any other form of financial instrument that may be considered by law to be a security.
- 7.2. **SFN tokens are cryptographic utility tokens created for Safein's products and services and benefits associated with them, i.e. discounts for Safein's products and services, loyalty programs, etc. Detailed list of benefits allowed by SFN tokens, when using the Platform, can be found in the Whitepaper. However, there are no guarantees of their future use or value which can be zero. Terms of use of Services themselves are available at the Website separately.**
- 7.3. You cannot expect profit from SFN tokens and shall have no expectations of profit from the future success of Safein's business and/or the efforts of Safein or other persons. SFN value depends on your active involvement in using it.
- 7.4. The ICO is not initial public offer and you cannot participate in the ICO with a view to participate in initial public offer.
- 7.5. SFN tokens are not shares of Safein. SFN tokens do not represent ownership interests or grant ownership, control and voting rights in Safein, as well as does not grant any rights to receive a share of Safein's profit.
- 7.6. SFN tokens do not entitle you to any intellectual property rights in regard to Safein and its products and services.

- 7.7. Safein may unilaterally in its own discretion and, to the fullest extent possible, make decisions on spending, investing and otherwise using the funds received during the ICO.
- 7.8. Safein is not required to consult with you regarding any activities and/or decisions of Safein or coordinate it with you. You will not have any influence in the development or governance of Safein.
- 7.9. SFN token holders cannot request an audit of Safein and its business, and an investigation of Safein's activities.
- 7.10. SFN tokens may be used for payments and other transactions associated with cryptocurrencies.
- 7.11. Safein is not obliged to redeem SFN tokens in any case.

8. SAFEIN'S BUSINESS AND PRODUCTS

- 8.1. Safein is building a secure digital identity and authorization solution, eventually becoming the gateway to any e-commerce activity.
- 8.2. Safein seeks to offer simple log in, KYC and other services indicated in the Website and the Whitepaper.
- 8.3. Safein will put effort, but it is not obliged to implement goals, promises and ideas indicated in this Agreement, the Whitepaper, the Website or elsewhere, i.e. Safein may not develop an AI-based KYC solution itself, but use a partner services provider to achieve the same goals, etc. However, neither Safein, nor its management, employees, advisors, partners, affiliates or any other persons associated with Safein shall be held liable for not achieving goals, promises and ideas indicated in this Agreement, the Whitepaper, the Website or elsewhere.

9. REFUNDS

- 9.1. Unless the Soft Cap is not reached until the end of the ICO Period, there will be no refunds in regard to the ICO, SFN purchase and usage for any reason, including, but not limited to, loss of your SFN tokens due to technical reasons, errors, malfunction of the wallet, transaction failures, etc. All SFN tokens are sold as-is without any guarantee.
- 9.2. By participating in the ICO, you are confirming that you have read and understand our no refunds policy, and you acknowledge that, unless the Soft Cap is not reached until the end of the ICO Period, all purchases are final and non-refundable, and Safein is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the ICO.

10. **TAXES**

- 10.1. You agree that you are solely responsible for determining the amount of any taxes that you may owe as a result of this Agreement, the ICO, SFN and acquisition/sale/usage of SFN tokens, and are solely responsible to collect, report and remit any such taxes required under law applicable to you. You shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation or trading of SFN tokens (no matter whether acquired by participating in the ICO or otherwise acquired). You acknowledge and agree that Safein has no responsibility to collect, report or remit any applicable taxes in connection with this Agreement, the ICO, SFN and usage of SFN tokens. You hereby agree to fully indemnify, defend and hold Safein (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with this Agreement, the ICO, SFN and acquisition/sale/usage of SFN tokens.
- 10.2. You shall be solely liable for all tax related penalties, claims, fines, punishments, liabilities or otherwise arising from your underpayment, undue payment or belated payment of any applicable tax. Safein provides no advice and makes no representation as to the tax implication of any jurisdiction.

11. **RISKS**

- 11.1. You should peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated in this Agreement, the Whitepaper, the Website or elsewhere before deciding to participate in the ICO. Participating in the ICO will be deemed as you having accepted all the risks outlined in this Agreement.

- 11.2. SFN price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in SFN value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Safein cannot and does not guarantee any market liquidity for SFN tokens. Additionally, due to different regulatory requirements in different jurisdictions, the liquidity of SFN tokens may be markedly different in different jurisdictions.
- 11.3. While some of cryptographic tokens or cryptocurrencies may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive Safein of sufficient resources to continue to operate.
- 11.4. Cryptocurrencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. Safein may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with Safein, as well as be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Safein to further conduct business. The development, marketing, promotion or otherwise of Safein may be seriously affected, hindered or terminated as a result.
- 11.5. Advances in cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all cryptocurrencies, including SFN. This could result in the theft, loss, disappearance, destruction or devaluation of SFN tokens. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit Safein accurately guide the development of SFN to take into account such unforeseeable changes in the domains of cryptography or security.
- 11.6. Safein cannot guarantee the software used by Safein to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of SFN and consequently bring adverse impact on the value of SFN tokens.
- 11.7. Ethereum is an open source project and supported by the community. Safein does not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of SFN tokens and in the worst-case scenario, could ruin the sustainability of SFN. While such a fork in the blockchain of Ethereum would possibly be

resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.

- 11.8. The Ethereum source code and the software used by Safein could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects SFN's operation or market value.
- 11.9. The Blockchain rests on open-source software. Regardless of Safein's effort to keep the blockchain secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of Safein. This could consequently result in the loss of SFN tokens held by you.
- 11.10. The loss or destruction of a private key required to access SFN tokens may be irreversible. You are required to safeguard the private keys relating to your own wallets holding the SFN tokens. To the extent such private key is lost, destroyed or otherwise compromised, neither Safein, nor anyone else will be able to access the related SFN tokens.
- 11.11. SFN is not a currency issued by any individual, entity, central bank or national, supranational or quasi-national organization. The circulation and trading of SFN tokens on the market depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any SFN tokens from any user or SFN holder. Nor does anyone guarantee the liquidity or market price of SFN tokens to any extent. Safein has no control over market price or liquidity of SFN tokens once SFN starts to trade in the open market.
- 11.12. It is possible that Safein's product and services or Safein will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of Safein's business.
- 11.13. Safein, as developed, may not meet your expectations. You acknowledge that Safein is currently under development and may undergo significant changes in the future. You also acknowledge that any expectations regarding the form and functionality of Safein held by you may not be met for any number of reasons, including a change in the design and implementation plans and execution of the implementation of Safein. Furthermore, you acknowledge that Safein project may never be fully completed.
- 11.14. You understand and accept that hackers or other groups or organisations may attempt to steal SFN tokens or otherwise interrupt or cease Safein's business or usage of SFN tokens.

11.15. Except for historical information, there may be matters in this Agreement, the Website, the Whitepaper or elsewhere that are forward-looking statements. Such statements are only predictions and are subject to inherent risks and uncertainty. Forward-looking statements, which are based on assumptions and estimates and describe Safein's future plans, strategies, and expectations are generally identifiable by the use of the words 'anticipate', 'will', 'believe', 'estimate', 'plan', 'expect', 'intend', 'seek', or similar expressions. You are cautioned not to place undue reliance on forward-looking statements. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties both general and specific that contribute to the possibility those predictions, forecasts, projections and other forward-looking statements will not occur. Those risks and uncertainties include actors and risks specific to the industry in which Safein operates as well as general economic conditions and prevailing exchange rates and interest rates. Actual performance or events may be materially different from those expressed or implied in those statements. All forward-looking statements attributable to Safein or persons acting on behalf of Safein are expressly qualified in their entirety by the cautionary statements in this section. Except as expressly required by the applicable law, Safein undertakes no obligation to publicly update or revise any forward-looking statements provided in this publication whether as a result of new information, future events or otherwise, or the risks affecting this information. None of Safein, its officers or any person named in this Agreement, the Website, the Whitepaper or elsewhere with their consent, or any person involved in the preparation of this Agreement, the Website or the Whitepaper, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law.

11.16. The Internet industry is comprised of a number of participants and is subject to rapid change and competition Safein faces from other organisations, some of which may have greater financial, technical and marketing resources. Increased competition could result in under-utilisation of employees, reduced operating margins and loss of market share. Any of these occurrences could adversely affect the Safein's business, operating results and financial condition. The possibility remains that the fundamental business model may not achieve any traction due to an existing or new entrant offering a similar solution or that the general public do not see it as part of their future. The targets and business valuation inherent in the Website, the Whitepaper or elsewhere are based on Safein's management personal experience, contacts and feedback from the market. There can be no assurance that these reflect the actual reality of the opportunity or that will be able to compete successfully against current or future competitors. You are encouraged to seek professional advice when assessing the understanding of Safein's business model metrics and projected returns and values as presented by directors in this Agreement, the Website, the Whitepaper or elsewhere.

11.17. You acknowledge and agree that in no event shall Safein be liable or responsible for any loss in any way arising out of your participation in the ICO, receiving and holding SFN tokens, or use of the Website and Safein is hereby released by you from liability for any and all such loss.

12. ANTI-MONEY LAUNDERING POLICY

- 12.1. Safein reserves the right to conduct an enhanced “know your customer” procedure and any other kind of customer due diligence on you at any time (including after the close of the ICO). If Safein discovers your purchase of SFN tokens violating this Agreement or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your purchase of SFN tokens under the ICO shall be invalid with retroactive effect and Safein shall be entitled to immediately terminate this Agreement with you, deny your access to the ICO, reject delivery of any SFN tokens and request return of any delivered SFN tokens, irrespective of any payment that you could have made.

- 12.2. You may be required to provide Safein with certain personal information, including but not limited to, your name, address, telephone number, email address, date of birth, personal code, passport, utility bills, proof regarding source of funds, etc. Safein may also require you to answer certain questions or take certain actions in order to verify your identity or comply with applicable law. In submitting this personal information, you verify that the information is accurate and authentic, and you agree to update it if any information changes. You hereby authorize Safein to directly make any inquiries we consider necessary to verify your identity and/or account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.

- 12.3. Use of SFN tokens is subject to international export controls and economic sanctions requirements. By acquiring SFN tokens, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire SFN tokens if you are on any sanctions list or you intend to use SFN tokens in association with any persons or entities that are listed on any sanctions list.

13. **PROHIBITED ACTIVITIES**

- 13.1. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency.

- 13.2. You may not use your SFN tokens to engage in the following categories of prohibited activity and you confirm that you will not use SFN tokens to do any of the following:
 - 13.2.1. Engage in a transaction involving the proceeds of any unlawful activity;
 - 13.2.2. Defraud or attempt to defraud Safein;
 - 13.2.3. Provide false, inaccurate or misleading information;

- 13.2.4. Infringe upon Safein's or any third party's copyright, patent, trademark, or intellectual property rights;
 - 13.2.5. Take any action that imposes an unreasonable or disproportionately large load on Safein's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
 - 13.2.6. Transmit or upload any material to the Website that contains viruses, Trojan horses, worms, malware or any other harmful or deleterious programs;
 - 13.2.7. Otherwise attempt to gain unauthorized access to the Website, computer systems or networks connected to the Website, through password mining or any other means.
- 13.3. Safein reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Safein reserves the right to cancel and/or suspend your Account and usage of SFN tokens immediately and without notice if we determine, in our sole discretion, that your Account and usage of SFN tokens is associated with prohibited use, and/or a prohibited business, and or illegal activity under applicable law.

14. LIABILITY AND INDEMNIFICATION

- 14.1. You are solely responsible for any and all actions performed by participating in the ICO, using the Website and SFN tokens.
- 14.2. You acknowledge that participating in the ICO, purchasing SFN tokens and using SFN tokens involves risk and you will not hold Safein accountable for any gains or losses that you incur as a result.
- 14.3. By participating in the ICO or receiving and holding SFN tokens, to the extent permitted by applicable law, you agree that Safein and other parties (including, but not limited to, any managers, employees, advisors) cannot be held liable for any loss (including without limitation indirect, special, incidental, consequential, or tort damages, or lost profits) arising out of, or in any way connected to your participation in the ICO or receiving, using and holding SFN tokens in any manner. Additionally, as a user of SFN tokens and Safein's products and services, you acknowledge that Safein has no responsibility for any injury, direct or indirect loss, claim, damages or any special, incidental, consequential, exemplary or punitive damages of any kind that you incur as a direct or indirect result of participation in the ICO, usage of the Website or any of our services.

- 14.4. You understand and agree that Safein shall not be held liable to you and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of SFN. You understand and expressly agree that Safein shall not guarantee in any way that SFN tokens might be sold or transferred during or after the ICO
- 14.5. SFN tokens 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 participation in the ICO and use of the Website and buying of any amount of SFN and its use.
- 14.6. You understand and acknowledge that the Services are being provided to you "as is" and "as available" without warranty of any kind. Safein specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, or non-infringement. Safein does not guarantee continuous, uninterrupted, error-free or secure access to any part of the ICO, Website or our Services.
- 14.7. To the extent allowable pursuant to applicable law, you shall indemnify, defend, and hold Safein or any of Safein's subsidiaries, affiliates, partners, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, payments, liabilities, costs, fines, taxes, penalties and expenses (including the amount paid in settlement of any claim, action, suit or proceeding and the fees and expenses of counsel incurred obtaining advice in respect of, or in defending or settling, any such claim, action, suit or proceeding) of whatsoever nature or kind, 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 us in any jurisdiction arising out of a breach of any warranty, representation, or obligation hereunder, and/or arising out of or related to your participation in the ICO, receiving, using and holding SFN tokens, your use of the Website, your breach of this Agreement, your misuse of the ICO or SFN tokens, or your violation of any law, rule or regulation, or the rights of any third party.
- 14.8. In the event that Safein or its subsidiaries, affiliates, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees face legal action as a result of your actions, you agree to cover any damages, including legal fees, that Safein incur as a result.
- 14.9. You hereby expressly agree that, to the maximum extent permitted by the applicable law, Safein does not accept any liability for any damage or loss, including loss of business, revenue, or 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, the Website and/or SFN tokens, or the material, information, software, facilities, services or content on the Website, from buying of the SFN tokens or their use by the user, regardless of the basis, upon which the liability is claimed and even if Safein has been advised of the possibility of such loss or damage.

14.10. In any case, total amount of Safein's aggregate liability under this Agreement may not exceed 100 (one hundred) EUR. 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 participation in the ICO, use of the Website and use and buying of SFN tokens, and that Safein should not accept any liability for any illegal or unauthorized use of the Website and use and buying of SFN tokens.

14.11. This and any other content provided by Safein are for informational purposes only and are not intended to provide legal, financial, tax, accounting or investment advice. We assume no liability for any information provided by our employees, directors, or affiliates, regardless of its accuracy. Any action taken by you is your decision, and you relieve Safein of any liability for any outcome that may occur.

14.12. The Website, the Whitepaper and other documents 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 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 Safein to be materially different from any future results, performance or achievements expressed or implied by the 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. By participating in the ICO, receiving, using and holding SFN tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks in this clause 14.12, and to the extent permitted by applicable law, you agree that Safein will not be held liable for any loss arising out of, or in any way connected with your participation in the ICO, receiving, using or holding SFN tokens or use of the Website.

15. **FORCE MAJEURE**

Safein shall not be liable in any way for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications of Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity of enforceability of any remaining provisions.

16. **DISCLAIMERS AND WAIVERS**

- 16.1. You shall accept the Website, SFN tokens, the Services and the ICO "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, merchantability, fitness for a particular purpose or non-infringement.
- 16.2. The Website and the Whitepaper does not purport to contain all the information that you may require. In all cases, you should conduct your own investigation and analysis of Safein and its business, and the data contained in the Website and the Whitepaper.
- 16.3. Safein does not make any representation or warranty as to the accuracy or completeness of the information contained in the Website and the Whitepaper. Furthermore, Safein shall not have any liability to the recipient or any person resulting from the reliance upon the Website and the Whitepaper in determining to participate in the ICO and use SFN tokens.
- 16.4. You must rely on your own investigation of all financial information indicated in the Website and the Whitepaper and no representations or warranties are or will be made by Safein as to the accuracy or completeness of such information.
- 16.5. Safein makes no representation about the underlying value of SFN tokens.
- 16.6. The Website and the Whitepaper are prepared for your general information only. It is not intended to be a recommendation to participate in the ICO and/or use SFN tokens.

17. **SECURITY**

- 17.1. You are responsible for maintaining the confidentiality and security of your Account ID and password, and accept responsibility for all activities that occur under your Account or password. You must notify Safein immediately in the event that the security of your login or password has been breached or compromised.
- 17.2. You are also responsible for maintaining adequate security and control of any and all identification numbers, private keys, or any other codes that you use to access the Website and/or use SFN tokens.

- 17.3. You agree to not hold Safein liable for any loss arising out of, or in any way connected to, your failure to properly secure and keep private your Account information, email address, any password, private keys and any other identification numbers/codes used in connection with participation in the ICO and usage of SFN tokens.
- 17.4. Safein shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.
- 17.5. Safein does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. Safein will not be liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website.

18. **PRIVACY POLICY**

- 18.1. In order to participate in the ICO and use SFN tokens you must provide your personal data that is required in the Account registration or any other form solely determined by Safein.
- 18.2. Personal data refers to any information, whether true or not, about an individual who can be identified from that information; or from that information and other information to which we have or are likely to have access, including information in our records as may be updated from time to time, and any other information relating to any individuals which you may have provided us from time to time in your interaction with us.
- 18.3. Your personal data that you provide will be used to identify you as the SFN holder and to execute this Agreement. Safein commits to protect your personal data and disclose it only when it is necessary to execute this Agreement or it is required by the Agreement or applicable law. You expressly authorize Safein to store, process, use and transmit to third parties the information required to execute this Agreement.
- 18.4. You confirm that you have entered correct data about yourself in every required form and that afterwards, when changing or adding any data at the Website, you will enter only correct data. You shall bear any losses that occur regarding to the submission of invalid/incorrect data.

- 18.5. Safein may use your personal data for direct marketing purposes if you give your consent in the registration form. You can withdraw the above consent at any time.
- 18.6. Safein may at any time in its own discretion adopt a separate Privacy Policy.

19. **WEBSITE USAGE**

- 19.1. You agree not to copy any information from the Website without our permission, with the exception of information for your personal non-commercial use.
- 19.2. 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 to visit by Safein. In addition, Safein does not guarantee their safety and conformity with any user expectations. Furthermore, Safein is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context. Links to such third party material do not imply any endorsement by Safein of such third party material or the content, products or services available from such third party material. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party material.
- 19.3. The contents of the Website are provided on an "as is" and "as available" basis without warranties of any kind and are made available for your general information only. No warranty of any kind, express, implied or statutory, is given in conjunction with the contents of the Website, the tools contained in the Website or the Website in general.
- 19.4. Safein does not warrant the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the information on the Website or any website linked to the Website, or that the information available on the Website, or associated therewith, will be uninterrupted or error-free or that defects will be corrected or that this Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or omissions. Safein shall not be liable for uninterpreted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.
- 19.5. The information contained on the Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information

before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.

- 19.6. Safein reserves the right, at its sole and absolute discretion and without giving prior notice, to vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website. Safein also reserves the right to block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. Safein will not be liable for any loss which may be incurred as a result of such action.
- 19.7. Safein reserves the right to disable any links which in its opinion, contain information, images, representations or other material of an inappropriate, defamatory, obscene, indecent or unlawful nature, or that violate any law or any public, privacy, intellectual property or other proprietary right; or have not been authorized by us.

20. INTELLECTUAL PROPERTY

- 20.1. The URLs representing the Website, "Safein" and all related logos of our services described in our Website are either copyrighted by Safein and are trademarks of Safein. In addition, all page headers, custom graphics, design, button icons, scripts, source code, content are copyrighted by Safein. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All the content indicated in the Website, the Whitepaper and any content thereon is the exclusive property of Safein. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.
- 20.2. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website shall vest in and remain with Safein. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that you do not breach this Agreement.
- 20.3. You are not permitted to copy, transfer, distribute, reverse compile, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website without the prior written permission of Safein.

21. REPRESENTATIONS AND WARRANTIES

- 21.1. You attest that you are not a criminal, are not associated with any criminal activity, and that all funds that are used by you in connection with the ICO and SFN purchase are free from any criminal association, are not the proceeds of crime, and are not derived from any criminal activity.
- 21.2. By participating in the ICO and buying SFN tokens hereunder you represent and warrant that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving SFN tokens are being used to facilitate any criminal or illegal activity.
- 21.3. You hereby certify to us that any funds used by you in connection with participation in the ICO are either owned by you or that you are validly authorized to carry out transactions using such funds.
- 21.4. You represent and warrant that you have such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks purchasing cryptocurrencies and specifically SFN and are able to bear the economic risk of total loss of such purchase.

22. TERMINATION (LIMITATION) OF THE AGREEMENT

- 22.1. The term of this Agreement is for a period of time when you successfully submit an application to be Whitelisted until this Agreement is terminated for whatever reason. Rejection to Whitelist you for whatever reason shall mean an automatic termination of the Agreement.
- 22.2. At any time and for any reason in its sole discretion Safein may terminate this Agreement, your access to the ICO and/or the Website, your Account and may halt any pending transactions and/or funds and/or SFN tokens at any time without notice to you. Safein shall have no liability or obligation for the termination of this Agreement.
- 22.3. In case of termination of this Agreement for any reason you will not be refunded with any amount of SFN tokens.

23. JURISDICTION, APPLICABLE LAW AND DISPUTE RESOLUTION

- 23.1. Jurisdiction of the United States of America (including all territories of this country) is specifically excluded from the ICO and this Agreement.
- 23.2. Safein reserves the right to change the jurisdiction of Safein and this Agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of this Agreement, Safein's products and services and other activities related to the ICO and Safein's business.
- 23.3. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with this Agreement, shall be governed by the law of the Republic of Estonia.
- 23.4. Any disagreements or disputes of the User and Safein, arising from this Agreement, shall be settled by negotiations between the User and Safein. In case of failure to reach an agreement in 14 (fourteen) days, any disputes, disagreements or claims, arising from this Agreement or related to it, its breach, dissolution or validity, that have not been solved by the User and Safein, shall be settled in Harju County Court as the court of first instance. Both the User and Safein hereby submit to the exclusive jurisdiction of such court.
- 23.5. Any User that breaks any law in their jurisdiction of residence or nationality by using SFN tokens or any service provided by Safein shall be liable for any damages incurred by Safein as a result and agrees to forfeit any assets within their Safein account, at the discretion of Safein or its employees.

24. **MISCELLANEOUS PROVISIONS**

- 24.1. You confirm that you have read this Agreement, understood its terms, conditions and consequences.
- 24.2. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed

the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

- 24.3. All the notices, consents and other communication of the parties related to this Agreement shall be delivered via e-mail or registered post/courier if Safein requests such type of delivery.
- 24.4. Safein has a right to revoke this Agreement if you do not comply with the Agreement, act in a fraudulent or illegal way, engage in unauthorized transmission and use of personal data.
- 24.5. This Agreement is personal to you and it can not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement and the rights and/or obligations stipulated in this Agreement shall be null and void. Safein may freely assign this Agreement and/or delegate its duties without consent or notice.
- 24.6. This Agreement together with the Whitepaper and any terms and conditions published from time to time on the Website constitutes the entire agreement among the Parties with respect to the subject matter hereof. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
- 24.7. You agree to refrain from making, any negative, detracting or unfavorable statements concerning Safein, SFN tokens, any subsidiaries or affiliates, their respective business or business endeavors, products or product history, or their respective former or present officers, directors, agents, distributors or consultants, which may have the effect of diminishing the reputations of Safein, SFN tokens, any subsidiaries or affiliates, or respective former or present officers, directors, agents, distributors or consultants of Safein or any subsidiaries or affiliates of its business or business endeavors.
- 24.8. This Agreement is not intended to create, and it shall in no way be construed as creating a joint venture, partnership, or any other similar relationship between you and Safein.
- 24.9. To the extent that Agreement, the Whitepaper, any terms and conditions published from time to time on the Website conflict with translated copies, the English version prevails.