

CREATIVE 3D WEB, PLC.
SERVICE AGREEMENT AND TERMS OF TOKEN SALE

Effective: 19th of October, 2018
Last Updated: 19th of October, 2018

PLEASE READ THIS AGREEMENT CAREFULLY. NOTE THAT SECTION 10 CONTAINS A BINDING ARBITRATION CLAUSE AND GROUP LITIGATION ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT PURCHASE TOKENS.

Your purchase of AVATZ Token (“AVATZ” or “Tokens”) from Creative 3D Web, Plc. reg 131610C, 17 D, Tromode Estate, Carr's Lane, Tromode, Isle of Man IM14 4RG (“Creative 3D Web”, “we”, “us,” “our,” or the “Company”) is subject to this Service Agreement and Terms of Token Sale (“Agreement”). Each of you and the Company are a “Party,” and together are the “Parties.”

This Agreement takes effect once you deliver Ether (ETH) or funds, in accordance with clause 2.1 of this Agreement, in exchange for Tokens (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor or your legal capacity is not restricted). If you are entering into this Agreement for an entity, such as the company you work for, you are required to prove to us that you have legal authority to bind that entity.

Section 11 contains the definitions of certain capitalized terms used in this Agreement. Though you should read and understand this entire document before agreeing to its terms, you should pay particular attention to those terms written in ALL CAPITAL LETTERS.

1. GENERAL

1.1 Terms. You will adhere to all Creative 3D Web rules and regulations applicable to your purchase of AVATZ Token, including the Policies as defined in Section 11. If you did not understand any of the concepts identified in the risk disclosure in Section 7 or Exhibit A, you have contacted us via email at support@creative3dweb.com and we have explained them to your satisfaction.

1.2 Tokens. Tokens will be ERC-20 standard Ethereum tokens. Tokens are to be used on the Creative 3D Web Platform (“BASE” or “Platform”). Code of the Smart Contract shall be published on Github repository. Due to the nature of the System, code of the working Smart Contract cannot be changed after deployment. The maximum number of Tokens on the Creative 3D Web Platform is 500,000,000.

2. OFFERING

2.1 Service. We agree to publish the Distribution Smart Contract that will allow you to purchase from us, on the terms set forth herein, the Tokens. Your purchase is final. We will not provide any refund of amounts sent to the Distribution Smart Contract, except in the event of, including but not limited to, failure to comply with all requirements provided by our KYC procedure. In such case, the decision on the refund of amount is to be made in our sole discretion. You may purchase AVATZ by sending: ether (“ETH”) or transferring funds (fiat) via bank transfer (“Contribution”) to the Distribution Smart Contract. In order for the purchase process to be completed you are required to create your account and to go through the back office procedure which is made available to you on the Creative 3D Web’s website (<https://creative3dweb.io/>). You can access the login page to initiate the back office procedure on the link: <https://creative3dweb.azurewebsites.net/Pages/Login> .

Tokens will be purchased at a rate of 1 AVATZ per a certain amount of United States Dollars (“USD”) depending on the ongoing pre-ICO or ICO stage, or the equivalent amount of ETH (the “Conversion Rate”).

2.2 Delivery Date. The Distribution Smart Contract will make Tokens available to you no later than 4 weeks after the end of Token Sale, that shall begin on or prior to the 15th of November, 2018, subject to the verification procedures set forth in Section 3.4.

You hereby acknowledge and accept that the date of the beginning of the public Token Sale is not yet fixed and the date provided in this clause 2.2 may still be subjected to changes in the near future.

2.3 Delivery Method. If you purchased AVATZ with ETH, the Distribution Smart Contract will make available the appropriate amount of AVATZ on the Ethereum address from which your ETH was sent.

2.4 Third Party. If you purchase AVATZ using a third party, that third party is your agent, and shall not be considered as the agent of Creative 3D Web for the purpose of the payment of your Contribution for Tokens. You, not we, are responsible for ensuring that we receive the appropriate amount of your Contribution. We are not responsible for any loss of funds due in any part to the use of a third party to send or receive your Contribution for Tokens.

3. SECURITY AND DATA PRIVACY

3.1 Your Security. You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with you, and (ii) private keys required to access any relevant blockchain address or your AVATZ. In the event that you

are no longer in possession of any private key or device associated with your provided blockchain address, you understand you may never be able to access your AVATZ.

3.2 Additional Information. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any applicable law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.

3.3 Your Information. We may collect information useful or necessary for communicating with you regarding this Agreement, including your name, email address, Ethereum address, physical address, and phone number. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein or in any Policy.

3.4 Personal information and KYC Verification Procedures. We may require and provide your first name, last name, home address, postal code, city, country, nationality, mobile phone, email address, ETH wallet address, ID document number, ID document type, ID issue date, ID expiration date, ID document front page image and back page image, to a third party service provider for verification of your identity.

4. YOUR RESPONSIBILITIES

4.1 Security and Backup. You are responsible for properly configuring any software in connection with your access to or use of AVATZ.

4.2 End User Violations. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement. You are responsible for End Users' purchase and use of AVATZ. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement.

4.3 End User Support. You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.

4.4 Taxes. You are responsible for complying with all applicable law regarding the payment of taxes related to the purchase of AVATZ. Creative 3D Web is not responsible for your compliance with tax law in your country of origin or any other jurisdiction in which you may be considered as a tax resident.

5. TERM; TERMINATION

5.1 Term. The term of this Agreement will commence on the Effective Date and will continue until terminated in accordance with this Agreement.

5.2 Termination. This Agreement will terminate automatically upon the delivery of Tokens to you, subject to restrictions in Section 5.3. We may terminate this Agreement in our sole discretion if you breach any term or Policy. In the event of a breach of any term or Policy, we will provide you the notice of termination via email.

5.3 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you are not entitled to a refund of any amount paid unless in the event that the Soft cap is not reached by the end of the Token Sale; (c) you will immediately return or, if instructed by us, destroy all Creative 3D Web Content in your possession; and (d) this Section 5.3 as well as Sections 3, 4, 6, 7, 8, and 9 will continue to apply in accordance with their terms. We will not be liable for any special, incidental or consequential damages you sustain, including, without limitation, any special, incidental or consequential damages due to any loss of credentials, login information or private keys for any website or software or your inability to access any website or account.

6. INDEMNIFICATION

6.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning this Agreement or your use of AVATZ, whether or not the AVATZ was sold to you under this Agreement. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at reasonable hourly rates.

6.2 Process. We will promptly notify you of any claim subject to Section 6.1. You may: (a) use counsel of your own choosing (subject to our written consent) to defend you against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

7. RISKS AND DISCLAIMERS

7.1 Risks. YOU UNDERSTAND THAT BLOCKCHAIN TECHNOLOGY, ETHEREUM, BITCOIN, LITECOIN AND QTUM ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF CREATIVE 3D WEB'S CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE CREATIVE 3D

WEB'S PERFORMANCE UNDER THIS AGREEMENT. IN ADDITION, YOU UNDERSTAND AVATZ AND BLOCKCHAIN TECHNOLOGY ARE SIMILARLY NEW AND UNTESTED AND ADVERSE CHANGES IN MARKET FORCES OR TO THE UNDERLYING TECHNOLOGY, BROADLY CONSTRUED, WILL EXCUSE CREATIVE 3D WEB'S PERFORMANCE UNDER THIS AGREEMENT.

IN PARTICULAR, AND IN ADDITION TO THE TERMS OF THIS DOCUMENT, YOU ASSUME ALL RISK OF LOSS RESULTING FROM, CONCERNING OR ASSOCIATED WITH THE RISKS SET FORTH IN THE OFFERING DOCUMENTATION, INCLUDING EXHIBIT A TO THIS AGREEMENT.

7.2 Disclaimers. AVATZ TOKENS ARE DISTRIBUTED BY THE DISTRIBUTION SMART CONTRACT "AS IS". WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING AVATZ OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT AVATZ OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE. THE NETWORK WILL DISTRIBUTE AVATZ TO YOU.

8. LIMITATIONS OF LIABILITY

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES THAT, INCLUDING BUT NOT LIMITED TO, ARISE IN CONNECTION WITH: (A) YOUR INABILITY TO USE AVATZ, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THE NETWORK OR THIS AGREEMENT, INCLUDING AS A RESULT OF POWER OUTAGES, MAINTENANCE, DEFECTS, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) ANY PURCHASE, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS

AGREEMENT OR YOUR USE OF OR ACCESS TO ANY AVATZ; OR (C) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA, INCLUDING RECORDS, PRIVATE KEY OR OTHER CREDENTIALS, ASSOCIATED WITH ANY AVATZ, WHETHER OR NOT OBTAINED UNDER THIS AGREEMENT.

IN ANY CASE, OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE VALUE (IN UNITED STATES DOLLARS AT THE TIME OF THE SALE) YOU PAID US IN EXCHANGE FOR THE OFFERING UNDER THIS AGREEMENT.

9. AMENDMENT

Either party may modify this Agreement with the written approval of the other party. The modified terms will become effective immediately.

10. MISCELLANEOUS

10.1 Confidentiality and Publicity. You may use Creative 3D Web Confidential Information only in connection with your purchase of AVATZ under this Agreement and pursuant to the terms of this Agreement. You will not disclose Creative 3D Web Confidential Information during the Term or at any time during the one (1) year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Creative 3D Web Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your purchase. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

10.2 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the underlying blockchain or Network protocols or any other force outside of our control.

10.3 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity.

10.4 Import and Export Compliance. In connection with this Agreement, you will comply with all applicable import, re-import, export, and re-export control and regulations that is applicable in respective country of your residence, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country or individual-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use AVATZ.

10.5 Notice.

(a) To You. We may provide any notice to you under this Agreement by emailing you. Notices we provide will be effective when sent.

(b) To Us. To give us notice under this Agreement, you must contact Creative 3D Web by email at support@creative3dweb.com. Notices to us will be effective one business day after they are sent.

(c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

10.6 Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 10.6 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

10.7 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

10.8 Reformation and Severability. Except as otherwise set forth herein, if any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

10.9 Disputes Resolution by Binding Arbitration; Jury Trial Waiver; Litigation Group Action Waiver; Limitation of Time.

(a) In the event of any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to AVATZ or this Agreement (as well as any related or prior agreement that you may have had with us) you and we agree to firstly try to resolve in amicable way through negotiations. If you and us cannot reach a

settlement within a period of 30 (thirty) days as of the start of negotiations, you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action through binding arbitration.

(b) The arbitration will be conducted under the Rules of the London Court for International Arbitration (2014), which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be 1 (one). The seat or legal place of arbitration shall be in Douglas, Isle of Man. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be the substantive law of the Isle of Man.

(c) As used in this Section, “we” and “us” mean Creative 3D Web. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with this Agreement (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

(d) You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO JURY TRIAL to assert or defend your rights EXCEPT for matters that you file in small claims court in front of the jury in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party’s patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the competent courts of Isle of Man having jurisdiction. Additionally, notwithstanding this agreement to arbitrate, you or we may seek emergency equitable relief before the competent courts of Isle of Man having jurisdiction in order to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located within the Isle of Man for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(e) Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators’ decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(f) You and we must abide by the following rules: (a) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR MEMBER OF GROUP LITIGATION ORDER (GLO) IN ANY PURPORTED GROUP OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR GROUP PROCEEDING, AND

MAY NOT AWARD GROUP-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of this Agreement, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

(g) This Section will survive termination of your account and this Agreement as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) or (b) above of this Section (prohibiting arbitration on a group or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, any subparts from (a) to (d) above of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in competent courts in the Isle of Man.

(h) For more information on the London Court for International Arbitration, the Arbitration Rules, or the process for filing an arbitration claim, you may visit the LCIA website at <http://www.lcia.org>.

(i) YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE PURCHASE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

10.10 Entire Agreement; English Language. This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter

of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in this Agreement contain the Parties and their affiliates' entire obligation regarding the security, privacy and confidentiality of your personal information. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

11. DEFINITIONS

“Creative 3D Web Confidential Information” means all non-public information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Creative 3D Web Confidential Information includes: (a) non-public information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Creative 3D Web Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown conclusively by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortuous act; or (iv) can be shown conclusively by documentation to have been independently developed by you without reference to the Creative 3D Web Confidential Information.

“Creative 3D Web Content” means Content we or any of our affiliates make available in connection with this Agreement or on the Creative 3D Web Site to allow access to or purchase of AVATZ. Creative 3D Web Content does not include AVATZ.

“Creative 3D Web Site” means Creative 3D Web's website at support@creative3dweb.com and any successor or related site used by us.

“Content” means software (including machine images), data, text, audio, video, images or other content.

“Dissolution Event” means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

“Soft cap” means the minimum amount of currency that Creative 3D Web Plc. is required to receive from token purchasers in order for the Token Sale to be successful.

“Distribution Smart Contract” means the algorithmic code that distributes AVATZ to purchasers at the Conversion Rate sent to each such purchaser’s respective Ethereum address contained within the code.

“End User” means any individual or entity that directly or indirectly through another user purchases AVATZ on behalf of another person or entity.

“Network” means public blockchain supporting AVATZ as well as the Distribution Smart Contract.

“Policies” means this Agreement, all policies related to use of our website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials referenced on the Creative 3D Web Site. In the event of a conflict between any Policy and this Agreement, the terms of this Agreement prevail.

“Suggestions” means all suggested modifications, improvements, additions or subtractions to our business that you provide to us.

“Term” means the term of this Agreement described in Section 5.1.

“Third Party Content” means Content made available to us or to you by any third party, including, without limitation, any price, speed, volume, frequency, or statistical information.

EXHIBIT A RISK FACTORS

The purchase of blockchain tokens involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information produced as part of the sale of blockchain tokens, before making a purchasing decision. The following risks entail

circumstances under which our business, financial condition, results of operations and prospects could suffer.

Risks associated with the Tokens, the Network, and the Platform

Creative 3D Web may be forced to cease operations or take actions that result in a Dissolution Event.

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of cryptographic and fiat currencies, the inability of the Company to establish the Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Company may no longer be viable to operate and the Company may dissolve or take actions that result in a Dissolution Event.

The Platform may not be widely adopted and may have limited users.

It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of a distributed search engine platform for personal data and advertising services. More generally speaking, the Network necessary for the operation of the Platform may not be widely utilized. Such a lack of use or interest on either the Platform or the Network could negatively impact the development of the Platform and therefore the potential utility of Tokens.

The Network may be the target of malicious cyber attacks or may contain exploitable flaws in its underlying code, which may result in security breaches and the loss or theft of Tokens. If the Network's security is compromised or if the Network is subjected to attacks that frustrate or thwart our users' ability to access the Network, their Tokens or the Network products and services, users may cut back on or stop using the Network altogether, which could seriously curtail the utilization of the Tokens.

The Network structural foundation, the software application and other interfaces or applications AVATZ built upon the Network are still in an early development stage and are unproven, and there can be no assurances that the Network and the creating, transfer or storage of the Tokens will be uninterrupted or fully secure which may result in a complete loss of users' Tokens or an unwillingness of users to access, adopt and utilize the Network. Further, the Network may also be the target of malicious attacks seeking to identify and exploit weaknesses in the software or the Network which may result in the loss or theft of Tokens. For example, if AVATZ and the Network are subject to unknown and known security attacks to gain control of the networks and their data (such as double-spend attacks, 51% attacks, or other malicious attacks), this may materially and adversely affect the Network. In any such event, if the Network is not widely adopted, your purchased AVATZ may have limited or no utility.

Risks related to blockchain technologies and digital assets.

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

Regulation of tokens (including AVATZ) and token offerings such as this, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges currently is undeveloped and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies on Isle of Man and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the Network and the adoption and utility of the Tokens. Failure by the Company or certain users of the Network to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

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

AVATZ has no history.

AVATZ will be a newly formed token and has no operating history. Each token should be evaluated on the basis that Creative 3D Web or any third party's assessment of the prospects of the Network may not prove accurate, and that Creative 3D Web will not achieve its objectives. AVATZ will operate on an untested platform and its utility is experimental.

If the Network is unable to satisfy data protection, security, privacy, and other government and industry-specific requirements, its growth could be harmed.

There are a number of data protections, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the Network's reputation, erode user confidence in the effectiveness of its security measures, and negatively impact its ability to attract new users, or cause existing users to stop using the Network.

The further development and acceptance of blockchain networks, including the Network, which are part of a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of blockchain networks and blockchain assets would have an adverse material effect on the successful development and adoption of the Network and the Tokens.

The growth of the blockchain industry in general, as well as the blockchain networks with which the Network will rely and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:

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

The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the Network, the Platform, and the Tokens.

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

The prices of blockchain assets such as BTC have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the Tokens may also be highly

volatile. Several factors may influence the market price of the Tokens, including, but not limited to:

- Global blockchain asset supply;
- Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
- Purchasers' expectations with respect to the rate of inflation;
- Changes in the software, software requirements or hardware requirements underlying the Network;
- Changes in the rights, obligations, incentives, or rewards for the various participants in the Network;
- Interest rates;
- Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Tokens may be traded and liquidity on such exchanges;
- Interruptions in service from or failures of major blockchain asset exchanges on which the Tokens may be traded;
- Purchase and trading activities of large purchasers, including private and registered funds, that may directly or indirectly purchase Tokens or other blockchain assets;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Regulatory measures, if any, that affect the use of blockchain assets such as the Tokens;
- The maintenance and development of the open-source software protocol of the Network;
- Global or regional political, economic or financial events and situations; or
- Expectations among Network or other blockchain assets participants that the utility of the Tokens or other blockchain assets will soon change.
- A decrease in the price of a single blockchain asset may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Tokens.