

**CREATIVE 3D WEB, PLC.**  
**SOFTWARE USER AGREEMENT AND TERMS OF TOKEN USE**

**Effective: 19<sup>th</sup> of October, 2018**  
**Last Updated: 19<sup>th</sup> of October, 2018**

Welcome to the Creative 3D Web, Plc. reg 131610C, 17 D, Tromode Estate, Carr's Lane, Tromode, Isle of Man, IM14 4RG, (“Creative 3D Web,” “we,” or “us”) website (“Site”). This Software User Agreement and Terms of Tokens Use (the “Agreement”) defines terms of use of AVATZ smart contract and tokens on the decentralized distributed Ethereum blockchain (hereinafter the “Network”). This Agreement is deemed to be concluded in the Isle of Man between you and the Creative 3D Web, Plc. (hereinafter “Company”) on the date and time you start using the Software.

THIS AGREEMENT IS IMPORTANT AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ IT CAREFULLY. WE WANT TO LET YOU KNOW THAT THE TERMS INCLUDE AN ARBITRATION AGREEMENT WHICH WILL REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST CREATIVE 3D WEB ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR A MEMBER OF GROUP LITIGATION ORDER (GLO) IN ANY PURPORTED GROUP OR REPRESENTATIVE PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. YOU ARE ALSO AGREEING THAT THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF ISLE OF MAN. PLEASE READ SECTIONS 13 AND 14 CAREFULLY.

BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, USING OUR SERVICES AND/OR PURCHASING OR RECEIVING THE TOKENS, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SITE OR PURCHASE OR RECEIVE THE TOKENS.

Creative 3D Web reserves the right to change or modify this Agreement at any time and in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the Site or updating the “Last Updated” date at the beginning of this Agreement. After the receipt of the notice, you are entitled to terminate the contract. By continuing to access or use the Site or purchase or exchange tokens, you confirm your acceptance of the revised Agreement and all of the terms incorporated therein by reference. We encourage you to review the Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Site or purchase or exchange tokens. If you do not agree with the revised Agreement, you may not access or use the Site or purchase or exchange the tokens.

## **1. Nature and Use of Smart Contract and Tokens; Definitions.**

Creative 3D Web has developed a decentralized system (the “Creative 3D Web Platform” or “System”) that stores information about individuals and their interests and activities provided by users of the System (collectively, “System Data”) using blockchain technology. Business users (“Business Users”) and individual users (“Individual Users”) (Business Users and Individual Users are referred to collectively as “Users”) of the System may access and use the System Data, and the System enables certain mechanisms for Individual Users to control the disclosure and use of their Personal Data (defined below) in return for compensation or other benefits. In order to use the System, you will be required to set up an account with Creative 3D Web (an “Account”).

1.1. “Smart Contract” or “Software” means AVATZ smart contract software developed by Creative 3D Web, Plc. and deployed and working on the Network.

1.2. “Tokens” are AVATZ tokens that are part of the software and ensure its interaction with the Network.

1.3. “Usage Information” is information that the System automatically records about how a person uses the System.

## **2. Privacy Policy.**

Please refer to our Privacy Policy for information about how we collect, use and share certain personally identifiable information that can be used to uniquely identify or contact you (“Personal Data”).

## **3. Disclaimer of Warranty.**

THE SITE, THE CONTENT CONTAINED THEREIN, THE SYSTEM, THE SOFTWARE, AND THE TOKENS (“CREATIVE 3D WEB PROPERTIES”) ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND NON-INFRINGEMENT.

WHILE CREATIVE 3D WEB ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE CREATIVE 3D WEB PROPERTIES SAFE, CREATIVE 3D WEB CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE CREATIVE 3D WEB PROPERTIES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA, INCLUDING PERSONAL DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE TOKENS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING AND WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE, THE SYSTEM OR THE TOKENS.

THE TOKENS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY TOKENS OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE NETWORK. WE DO NOT GUARANTEE THAT CREATIVE 3D WEB OR ANY CREATIVE 3D WEB PARTY CAN AFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY TOKEN.

Creative 3D Web is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the Tokens. Creative 3D Web is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting the Tokens, including forks, technical node issues or any other issues having fund losses as a result.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws or any other activity that cannot be limited or excluded by legitimate means.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO INDIVIDUAL USERS.

#### **4. Limitation of Liability.**

TO THE EXTENT PERMITTED BY LAW, THE CREATIVE 3D WEB AND ITS AFFILIATES WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE CREATIVE 3D WEB PROPERTIES EXCEPT IF CAUSED BY TORT OR INTENTIONAL BREACH OF CONTRACT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR AND OUR AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ACCESS TO AND USE OF THE CREATIVE 3D WEB PROPERTIES WILL BE LIMITED TO THE AMOUNT RECEIVED BY CREATIVE 3D WEB FROM THE TRANSACTION THAT IS SUBJECT OF THE CLAIM.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF CREATIVE 3D WEB FOR (A) DEATH OR PERSONAL INJURY CAUSED BY CREATIVE 3D WEB'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY CREATIVE 3D WEB'S FRAUD OR FRAUDULENT MISREPRESENTATION.

## **5. Purpose of the Smart Contract and Tokens.**

The Tokens are to be used on the Creative 3D Web Platform. Creative 3D Web does not operate or maintain the Network, and as such, it has no responsibility or liability for the Network or any ability to control third parties' use of the Network. Creative 3D Web does not guarantee or ensure exchange of Tokens on the Network.

Tokens are not intended to be a currency, security, commodity or any other kind of financial instrument. Using the Software, including the Tokens, is not intended to produce any financial income.

Users are responsible for protecting access to their information on the System, including without limitation, user names, passwords, account information and details, other identifying information, etc. Creative 3D Web and the Creative 3D Web Parties shall not be responsible for any positive or negative outcome resulting from use of the Software or the Network.

Users are responsible for any and all calculation, reporting, collection and remittance of taxes and for other compliance with law in connection with the use of the Software or the System.

## **6. Authorized User Information.**

In connection with use of the System, you may grant others ("Authorized Users") permission to access the System on your behalf. You must be careful of the Authorized Users that you invite and the access that you give them. You are responsible for all uses of your Account, including those by Authorized Users. Additionally, certain portions of your Personal Data, Usage Information and System Information may be shared with the people to whom you give access to your Account. The System may continue to collect Usage Information in connection with your Authorized Users' use of the System. All such collected information is subject to, and will be used and disclosed as set forth in, the Privacy Policy. All Authorized Users expressly consent to such use and disclosure. Any Authorized User, who does not consent to such use, should not use the System. You agree to provide adequate notice to your Authorized Users (including notice about location tracking) regarding the collection of Usage Information and its use and sharing in accordance with the Privacy Policy. We will have no liability for the failure to provide notice or obtain the consent of any Authorized User.

## **7. Ownership.**

7.1. Unless otherwise indicated in writing by us, the Site and all content and other materials contained therein, including without limitation, the Creative 3D Web name and all designs, text, graphics, pictures, information, data, software, sound files, other files

and the selection and arrangement thereof (collectively, “Content”) are the proprietary property of Creative 3D Web or our affiliates, licensors or Users, as applicable.

7.2. The Creative 3D Web name and logo, and any Creative 3D Web product or service names, logos or slogans that may appear on the Site or System are trademarks of Creative 3D Web or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Creative 3D Web” or any other name, trademark or product or service name of Creative 3D Web or our affiliates without our prior written permission. In addition, the look and feel of the Site, the Content and the System, including, without limitation, all page headers, custom graphics, and button icons and scripts, constitute the service mark, trademark or trade dress of Creative 3D Web and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names or logos mentioned in the Creative 3D Web Properties are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Creative 3D Web.

## **8. Third Party Services.**

The Creative 3D Web Properties may contain links to third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our Site or other Creative 3D Web Properties and are subject to the agreement and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of Creative 3D Web. Creative 3D Web is not responsible for any Third-Party Websites or Third-Party Applications. Creative 3D Web provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites and Third-Party Applications at your own risk. When you leave the Creative 3D Web Properties, our Agreement and policies no longer govern. You should review the applicable agreement and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

## **9. Prohibited Uses.**

By use of the System, User warrants and agrees that the Software, the System and the Network shall only be used for legal purposes in compliance with law and not for any abusive or illegal purposes such as bullying; cyberstalking; interference with or appropriation of information transmitted on the System or the Network; engaging in or financing terrorism; fraud or other unfair or deceptive practices; money laundering; intellectual property infringement; trade in prohibited materials or services; criminal activity; or Ponzi schemes or other similar, different or related activities. You agree that you will not use or attempt to use the Creative 3D Web

Properties in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Creative 3D Web Properties, or that could damage, disable, overburden or impair the functioning of the Creative 3D Web Properties. You will not attempt to develop, utilize or disseminate any software, or interact with any API in any manner, that could damage, harm or impair the Creative 3D Web Properties. You will not use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Creative 3D Web Properties, extract data or otherwise interfere with or modify the rendering of Site pages or functionality of the Creative 3D Web Properties. Use of the Software or the System by User for any such activities shall result in the automatic and immediate termination of all rights granted User under this Agreement and authorize Creative 3D Web, in its sole discretion, to immediately suspend User's account and block and/or freeze any transactions or funds connected with User and terminate User's rights to use the Software and/or the System.

## **10. Assumption of Risk**

You accept and acknowledge:

10.1. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Tokens, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Tokens will not lose money.

10.2. Our Site does not store, send, or receive Tokens. This is because Tokens exist only by virtue of the ownership record maintained on their supporting blockchain. Any transfer of Tokens occurs within the supporting blockchain and not on this Site.

10.3. There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Creative 3D Web will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Tokens, however caused.

10.4. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the System and therefore the potential utility or value of the Tokens.

10.5. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the System and the utility of the Tokens.

10.6. Upgrades by Ethereum to the Network, a hard fork in the Network, or a change in how transactions are confirmed on the Network may have unintended, adverse effects on all blockchains using the ERC-20 standard, including the System.

## **11. Description of the Software.**

The Creative 3D Web Platform represents a move from websites to web spaces that provide for a fully immersive and interactive web browsing experience by allowing users to walk through virtual environments instead of clicking through websites. This new browser creates a visceral thrill and carries the user on a journey through countless 3D worlds and virtual environments across the web using avatar-based game design technology. The 3D Web will enhance the user's Internet web journey by providing engaging and rewarding online experiences in the fields of entertainment, travel, education, shopping and business opportunities that can be delivered to even the most disadvantaged users anywhere in the world. The Virtual 3D Web browser platform will provide users with a wealth of new creative tools and a state-of-the-art infrastructure that allows anyone to build and bring to life their own blockchain enabled virtual environments, e-businesses and gaming applications. Furthermore, users can fully leverage the Virtual 3D Web technology to issue their own in-world currency that can be traded with the platform's universal virtual utility token called 'AVATZ' (the reserve currency and "fuel" for the Virtual 3D Web ecosystem) or other Virtual 3D Web game coins and assets.

## **12. Token Exchange.**

Creative 3D Web provides exchange of Tokens for business offers and for Ether using Smart Contract and other Software developed by Creative 3D Web. Creative 3D Web does not guarantee the availability of such an exchange at any time, nor does it guarantee the exchange of offers of Ether for Tokens. Such exchanges are provided by Creative 3D Web on an "as is" basis. Creative 3D Web will not provide any refund of the exchanges under any circumstance.

**13. Dispute Resolution. Arbitration. *Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Creative 3D Web and limits the manner in which you can seek relief from us.***

13.1. Applicability of Arbitration Agreement. In the event of any dispute or claim relating in any way to your access or use of the Site, to any products sold or distributed through the Site, or to any aspect of your relationship with Creative 3D Web you agree to try to resolve any dispute or claim thereof firstly in amicable way through negotiations. If the settlement is not reached within 30 (thirty) days as of the start of negotiations, you agree that any dispute or claim relating in any way to your access or use of the Site, to any products sold or distributed through the Site, or to any aspect of your relationship with Creative 3D Web shall be resolved by binding arbitration.

13.2. Arbitration Rules and Forum. 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. As used in this Section, "we" and "us" means 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.

13.3. Authority of Arbitrator. The arbitrator, and not any state or local court or agency shall have exclusive authority (a) to determine the scope and enforceability of this Arbitration Agreement and (b) to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Creative 3D Web. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

13.4. Waiver of Jury Trial. YOU AND CREATIVE 3D WEB HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JURY. You and Creative 3D Web are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

13.5. Waiver of Group or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A GROUP BASIS (AS A PLAINTIFF OR MEMBER OF GROUP LITIGATION ORDER (GLO) IN ANY PURPORTED GROUP OR REPRESENTATIVE PROCEEDING); ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative actions for public injunctive relief may be arbitrated on a group basis, and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular claim or dispute for recovery of damages, neither you nor we shall be entitled to arbitration of such claim or dispute and instead the applicable claim or dispute shall be resolved in a court as set forth in Section 14.

13.6. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.



13.7. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Creative 3D Web.

#### **14. Governing Law and Venue.**

This Agreement, your access to and use of the Site, and your purchase and use of the Tokens shall be governed by and construed and enforced in accordance with the laws of the Isle of Man. Any dispute between the parties with respect to the enforcement of arbitration provisions, decisions, and awards shall be resolved by the competent courts of the Isle of Man having jurisdiction.

#### **15. Force Majeure.**

The Force Majeure (Exemption) clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated herein.

#### **16. Severability.**

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

#### **17. Other Provisions.**

This Agreement and terms are not boilerplate. If you disagree with them, believe that any should not apply to you, or wish to negotiate this Agreement, please contact us at support@creative3dweb.com and immediately stop using the Creative 3D Web Properties. Do not use the Creative 3D Web Properties until you have agreed with and have acknowledged that you are bound by this Agreement. This Agreement may not be assigned by the User to any other person or entity. Creative 3D Web reserves the right to assign this Agreement without restriction.

#### **18. Electronic Communication.**

User acknowledges that communications from Creative 3D Web may be in electronic form such as email or other electronic media and may be posted on the Site; agrees to accept such communication as being 'in writing' and in satisfaction of Creative 3D Web's obligation to give notice hereunder; and consents to receiving notices under this Agreement in such form. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

#### **19. Indemnification.**

To the fullest extent permitted by applicable law, User agrees to indemnify and hold Creative 3D Web and the Creative 3D Web Parties harmless from and against any and all claims, loss and

expenses, including attorneys' fees, arising out of or related to User's use of the Creative 3D Web Properties, including any violation of this Agreement.

## **20. Termination.**

Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Site at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law, unless in the event that 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 ("Soft cap") is not reached by the end of the Token Sale.

## **21. Survival.**

The following sections will survive the expiration or termination of this Agreement and the termination of your Account: all defined terms and Sections 2, 3, 4, 6, 10, 13, 14, 16, 19, 20, 21 and 22.

## **22. Miscellaneous.**

This Agreement along with Creative 3D Web, PLC. Service Agreement and Terms of Token Sale and Creative 3D Web, PLC. Privacy Policy constitutes the entire agreement between you and Creative 3D Web relating to your access to and use of the Creative 3D Web Properties, and your purchase and/or use of the Tokens. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Creative 3D Web. Creative 3D Web' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and is not intended to confer third party beneficiary rights upon any other person or entity.