

## **SIX DOMAIN ASSETS TOKEN – USER AGREEMENT**

PLEASE READ THESE TERMS OF TOKEN SALE AND PURCHASE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS (AS DEFINED HEREIN), DO NOT PURCHASE TOKENS. THESE TERMS DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, AND ARE NOT AN OFFER TO SELL, NOR THE SOLICITATION OF AN OFFER TO BUY ANY INVESTMENT OR FINANCIAL INSTRUMENT IN ANY JURISDICTION.

BY MAKING A CONTRIBUTION TO THE SELLER (AS DEFINED BELOW) FOR THE PURCHASE OF SDA (AS DEFINED BELOW) DURING THE TOKEN SALE, YOU WILL BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THESE TERMS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH THE SELLER, WHICH TERMS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. THE PURCHASE OF DIGITAL TOKENS IS SUBJECT TO A NUMBER OF RISKS (INCLUDING FINANCIAL RISK), SOME OF WHICH WE HAVE SET OUT IN THESE TERMS. IF YOU ARE IN ANY DOUBT AS TO THE SUITABILITY OR OTHERWISE OF PURCHASING THE DIGITAL TOKENS REFERRED TO IN THESE TERMS, YOU SHOULD SEEK APPROPRIATE PROFESSIONAL ADVICE.

Your purchase of Six Domain Assets tokens (**SDA**) from SixDomainChain Foundation Pte. Ltd., a company incorporated in Singapore (the **Seller, we, or us**) is subject to this User Agreement (the **Terms**). Each of you and the Seller is a "Party," and together the "Parties." Please read the below terms and conditions carefully before registering, accessing, browsing, downloading and/or using the website at <https://sdchain.io/> (the **Website**). By accessing or using the Website or purchasing SDA, you agree to be bound by these Terms (and all terms incorporated by reference).

Before agreeing to the Terms, you must read this document in full. If at any time you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you may not access or use the Website and shall not be entitled to purchase SDA. We shall be under no obligation to maintain a copy of these Terms on the Website after the sale of SDA, and you are advised to print or download and keep a copy of these Terms for your future reference (if required). SDA is sold for your use and consumption only; in the event that SDA is to be resold, you shall ensure that these purchasers are bound by these terms and conditions.

### **1. PURPOSE AND USAGE OF TOKENS**

The purpose of SDA is to facilitate the participation in the SDChain platform (the **Platform**) which, when fully developed, is envisaged to be the world's first decentralised public blockchain ecosystem for data exchange that integrates international standards of IoT Six-Domain Model and reference architecture standards for distributed blockchain, which would operate on its own native blockchain (**SDChain**). The Platform is not, and will in no case be, an enterprise, corporation, partnership or other entity or body corporate established under the laws of any jurisdiction, but a computerized consensus protocol based on which a public transaction ledger is generated.

SDA is designed to be the only mechanism by which a user may obtain access to certain and services on the Platform, and further, SDA is the incentive which would be consumed to encourage participants to establish ledger consensus for digital assets on SDChain, thereby contributing and maintaining the ecosystem on the Platform. For each exchange of services or products on the Platform, the costs are to be quantified in SDA and paid to the Platform and/or the other party providing the service. The following features are planned for SDA: (i) the Platform will support financing and rental services for agricultural devices and other digital assets through the usage of SDA; (ii) service providers may make use of agricultural products logistics information available on the Platform to offer logistics sharing and allocation of logistics resources, undertaking various business (e.g. transportation of agricultural products) with settlement to be made in SDA; (iii) due to the linking via the Platform of various agricultural products and resources from leisure agricultural, objective and live stream can be promoted, in addition to relevant video-on-demand, with settlement to be made in SDA; (iv) based on interests of participants and subject matter notified to and linked via the Platform, various social events may be organised to promote multi-culture development (e.g. meet-ups, meetings, and exhibitions), and these events may all use SDA as participatory notes; (v) targeted advertisement may be introduced to users of the Platform, in addition, with SDA to be used as payment by advertisers; and (vi) various types of training and experience sharing sessions can be held via the links on the Platform, with training providers receiving SDA as an incentive for participating. For the avoidance of doubt, the community does not have legal control over any matters relating to the Seller (or any of its affiliates) or any of its assets, or any of its affiliated companies (including without limitation the selection of governing board of the relevant company, over corporate matters, development direction, specific projects, or deployment of that company's assets, which shall be the final responsibility of the governing board of the relevant company).

SDA is an integral and indispensable part of the Platform because in the absence of SDA, there would be no common unit of exchange for goods and services, thus rendering the ecosystem on the Platform unsustainable. The ownership of SDA carries no rights, express or implied, in the Seller, its related entities or its affiliates (each, a **Group Entity**) other than the right to use SDA as a means to enable usage of and interaction with the Platform, upon the successful development and deployment of the Platform. SDA is sold as a consumable virtual good, and does not have any functionality or utility outside the ecosystem on the Platform – accordingly it is not necessarily merchantable and does not necessarily have any other use or value. The ecosystem on the Platform is structured as a "closed system" insofar as the use of SDA is concerned.

You understand and accept that SDA:

- a. may only be utilised on the Platform, is non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation by any Group Entity;

- b. does not represent or confer on you any ownership right, shareholding, participation, right, title, or interest of any form with respect to any Group Entity or any other company, enterprise or undertaking, or any of their revenues or assets, including without limitation any right to receive future revenue, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the Platform, any Group Entity and/or any service provider of any Group Entity;
- c. is not intended to be a representation of currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument or any other kind of financial instrument or investment;
- d. is not a loan to any Group Entity and is not intended to represent a debt owed by any Group Entity, and there shall be no expectation of profit or interest income arising in connection therewith;
- e. does not provide you with any ownership or other interest in any Group Entity;
- f. is not any form of financial derivative;
- g. is not any form of commercial paper or negotiable instrument;
- h. will not entitle token holders to any promise of fees, revenue, profits or investment returns, nor should there be any such expectation;
- i. is not any note, debenture, warrant or other certificate that entitles the holder to any interest, dividend or any kind of return from any Group Entity or any person;
- j. is not any commodity or asset that any person is obliged to redeem or purchase;
- k. is not for speculative investment;
- l. is not intended to constitute securities in Singapore or any relevant jurisdiction;
- m. does not result in any mutual covenants, or agreement to rights and obligations, being entered into between you and other holders of SDA *inter se*; and
- n. is subject to limitations and conditions in these Terms and all applicable policies as may be published from time to time on the Platform.

IN PARTICULAR, PLEASE NOTE THAT WE ARE IN THE PROCESS OF UNDERTAKING LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF SDA. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, THERE MAY BE CHANGES TO THE INTENDED FUNCTIONALITY OF SDA IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH WE ARE OR SDA IS SUBJECT. IN THE EVENT OF ANY CHANGES TO THE INTENDED FUNCTIONALITY OF SDA, THE DETAILS OF THE CHANGES SHALL BE PUBLISHED ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE WEBSITE FOR ANY SUCH NOTICES.

## 2. SCOPE OF TERMS

Unless otherwise stated herein, your purchase of SDA is governed solely by these Terms. New terms or policies may be published from time to time on the Platform at our sole discretion.

Any potential future use of SDA in connection with providing or receiving services or the usage of the Platform will be governed primarily by other applicable terms and policies (collectively, the **Service Terms and Policies**), which will be made available on the Platform and/or Website, if the services and Platform is successfully completed and deployed. We may update these Terms or the Service Terms and Policies in our sole and absolute discretion. It shall be your responsibility to regularly check the Platform / Website for any such notices.

To the extent of any conflict with these Terms, the updated Terms and the Service Terms and Policies which may be published from time to time on the Platform shall prevail with respect to any issues relating to the use of SDA in connection with the Platform.

We reserve the right to require you to provide us with your personal details (including without limitation correct name, address and details of the digital wallet from which you have sent the funds), and it is your responsibility to provide correct details. Failure to provide this information will prevent us from transferring SDA to your digital wallet.

## 3. CANCELLATION AND REFUSAL AT SELLER'S DISCRETION

You shall be deemed to have made an offer to purchase SDA from us on these Terms upon our safe receipt (i.e. confirmed by the relevant blockchain / network and freely made available for transfer by us) of the relevant virtual currency transferred to the correct

digital wallet address (as notified to you or otherwise published by us), and we reserve the right to refuse, cancel or accept any offers to purchase SDA (without giving reasons) at any time in our sole discretion.

Your purchase of SDA from the Seller is final, and you waive any rights to be refunded any amounts which you have paid to us in exchange for SDA or to cancel any purchase of SDA, Provided Always that in the event of an adverse change of the regulatory environment, we shall (at our sole discretion) be entitled to cancel all issued SDA and repay the price (in the same currency or virtual currency, as the case may be) that you pay for SDA (less fees and expenses incurred in connection with the development of the Platform).

#### **4. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

You acknowledge and agree that there are numerous risks associated with purchasing SDA, holding SDA, and using SDA for participation in the Platform. If you have any queries or require any clarification regarding these risks, please contact us at [service@sdchain.io](mailto:service@sdchain.io).

YOU CLEARLY UNDERSTAND THAT BLOCKCHAIN AND VIRTUAL CURRENCIES / TOKENS, INCLUDING WITHOUT LIMITATION ETHEREUM, BITCOIN, NEO and QTUM, ARE NEW AND UNVERIFIED TECHNOLOGIES THAT ARE BEYOND CONTROL OF ANY GROUP ENTITY. IN PARTICULAR, AND IN ADDITION TO TERMS OF THIS DOCUMENT, YOU BEAR FULL RESPONSIBILITY FOR ANY RISKS DESIGNATED IN THE PROPOSED DOCUMENTATION. BY PURCHASING SDA, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISKS:

##### **a. Risks associated with the Blockchain Protocol**

Given that SDA and the Platform are based on blockchain protocol and architecture, any malfunction, breakdown or abandonment of the relevant blockchain protocol or architecture may have a material adverse effect on SDA and/or the Platform. Moreover, advances in cryptography, or technical advances (including without limitation development of quantum computing), could present unknown risks to SDA and/or the Platform by rendering ineffective the cryptographic consensus mechanism that underpins that blockchain protocol.

##### **b. Insufficient Information**

The Platform is at the stage of development as of the date of these Terms and its algorithm, code, consensus mechanism and/or various other technical specifications and parameters could be updated and changed frequently and constantly. While the marketing materials and Whitepaper released relating to the development of the Platform has been prepared with the then up-to-date key information of the Platform, it is not absolutely complete and is subject to adjustments and updates from time to time for optimal development and growth of the Platform and/or ecosystem on the Platform. We are unable, nor obliged, to keep you closely posted on every detail of the development of the Platform (including its progress and expected milestones no matter whether rescheduled or not) and therefore will not necessarily provide you with timely and full access to all the information relating to the Platform that may emerge from time to time. Due to the nature of the project to develop the Platform, you accept that such insufficiency of information disclosure is inevitable and reasonable.

##### **c. Security weaknesses.**

Hackers or other malicious groups or organisations may attempt to interfere with SDA and/or the Platform in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, there is a risk that a third party or a member of any Group Entity may intentionally or unintentionally introduce weaknesses into the core infrastructure of SDA and/or the Platform, which could negatively affect SDA and/or the Platform.

##### **d. Risks associated with markets for SDA**

There is no prior market for SDA and the SDA token sale may not result in an active or liquid market for SDA. SDA is intended to be used solely within the network for the Platform, hence there may be illiquidity risk with respect to any SDA you hold.

SDA is not a currency issued by any central bank or national, supra-national or quasi-national organisation, nor is it backed by any hard assets or other credit nor is it a "commodity" in the usual and traditional sense of that word. We are not responsible for, nor do we pursue, the circulation and trading of SDA on any market. Trading of SDA will merely depend on the consensus on its value between the relevant market participants. No one is obliged to purchase any SDA from any holder of SDA, including the purchasers, nor does anyone guarantee the liquidity or market price of SDA to any extent at any time. Furthermore, SDA may not be resold to a purchaser who is a citizen, national, resident (tax or otherwise), domiciliary or green card holder of a Restricted Country or to purchasers where the purchase of SDA may be in violation of applicable laws. Accordingly, we cannot ensure that there will be any demand or market for SDA, or that the price you pay for SDA is indicative of any market valuation or market price for SDA.

Any secondary market or exchange for trading SDA would be run and operated wholly independently of the Group Entities, the sale of SDA and the Platform. No Group Entity will create such secondary markets nor will it act as an exchange for SDA. Even if secondary trading of SDA is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no

regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to SDA (e.g., as denominated in a virtual or fiat currency), such value may be extremely volatile, decline below the price which you have paid for SDA, and/or diminish to zero.

**e. Uncertain Regulations and Enforcement Actions**

The regulatory status of SDA and distributed ledger technology is unclear or unsettled in many jurisdictions. It is impossible to predict how, when or whether regulatory agencies may apply existing regulations or create new regulations with respect to such technology and its applications, including SDA and/or the Platform. Regulatory actions could negatively impact SDA and/or the Platform in various ways. The Seller or any Group Entity may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

**f. Taxation risks**

The tax characterisation of SDA is uncertain. You must seek your own tax advice in connection with purchasing SDA, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

**g. Insufficient Interest**

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

**h. Loss of Talent**

The development of the Platform depends on the continued co-operation of the existing technical team and expert consultants, who are highly knowledgeable and experienced in their respective sectors. The loss of any member may adversely affect the Platform or its future development.

**i. Failure to develop**

There is the risk that the development of the Platform will not be executed or implemented as planned, for a variety of reasons, including without limitation the event of a decline in the prices of any digital asset, virtual currency or SDA, unforeseen technical difficulties, and shortage of development funds for activities.

**j. Forking**

The Platform is an open source project with community support. The Seller (nor any Group Entity) does not and cannot monopolise the development, marketing, operation or otherwise of the Platform. Any entity may independently develop a patch or upgrade of the source code of the Platform or blockchain without prior authorisation of any other party. The acceptance of these patches or upgrades by a sufficient (not necessarily overwhelming) percentage of SDA holders could result in a "fork" in the blockchain, and consequently two diverging networks will emerge and remain. Each branch of the blockchain arising from the fork will have its own native cryptographic tokens – accordingly there will be two different versions of SDA respectively residing in the two divergent branches with almost identical technical features and functions. The community on the Platform may split into two groups in support of the two branches respectively.

Further, it is theoretically possible for each branch of the forked blockchain to be further forked an unlimited number of times. The temporary or permanent existence of forked Blockchains could adversely affect the operation of the Platform and blockchain and the SDA which you hold, and may ruin the sustainability of the Platform.

**k. Other risks**

In addition to the aforementioned risks, there are other risks associated with your purchase, holding and use of SDA, including those that the Seller cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the aforementioned risks.

**5. PERSONAL DATA**

We (and our affiliates) will collect, use, process and disclose your information and personal data (as defined in the Personal Data Protection Act 2012 of Singapore) for providing our services and discharging of our legal duties and responsibilities, administration, customer services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity purposes (collectively, the **Purposes**). We may disclose your information to our service providers, agents, relevant custodians or similar third parties for these Purposes. We may keep your information for such period as may be determined by us (which shall be no shorter than any mandatory period prescribed by law) to contact you about the Platform. You hereby consent to us transferring your personal data to our affiliates or service providers for processing and to recipients in countries which do not provide the same

level of data protection as Singapore if necessary for the Purposes. If you withdraw your consent to any or all use of your personal data, depending on the nature of your request, this may limit the scope of our services which we are able to provide to you. Please contact us at [service@sdchain.io](mailto:service@sdchain.io) (marking your email for the attention of "Data Protection Officer"). We will endeavour to respond to your query / request within 30 days, and if that is not possible, we will inform you of the time by which we will respond to you. You hereby warrant, represent and confirm to us and shall procure that with respect to any personal data of any individual (including, where applicable, your directors, partners, office holders, officers, employees, agents, shareholders and beneficial owners) (each, an **Individual**) disclosed to us in connection with these Terms, the Service Terms and Policies and/or the SDA token sale or otherwise collected by us in the course of your relationship with us or any of our affiliates:

- (a) each Individual to whom the personal data relates has, prior to such disclosure or collection, agreed and consented to, and permitted you on its behalf to consent to, such disclosure as well as the collection, processing, use and disclosure of the Individual's personal data by us for all purposes required by us in connection with these Terms and/or the SDA token sale;
- (b) that each Individual has read and consented to the collection, processing, use and disclosure of the Individual's personal data by us in accordance with the Purpose; and
- (c) any consent given pursuant to these Terms in relation to each Individual's personal data shall survive death, incapacity, bankruptcy or insolvency of that Individual and the termination or expiration of these Terms and the Service Terms and Policies.
- (d) If any Individual should withdraw his/her consent to any or all use of his/her personal data, then depending on the nature of the withdrawal request, we may not be in a position to continue its relationship with you and/or sell SDA, and we shall be entitled to its rights under these Terms and the Service Terms and Policies (without prejudice to our other rights and remedies at law against you).

## 6. TAXES

The price that you pay for SDA is **exclusive** of all applicable taxes (including without limitation obligations to pay value added, sales, use, offerings, withholding taxes, income or similar taxes) (**Taxes**).

## 7. REPRESENTATIONS AND WARRANTIES

By purchasing SDA, you represent and warrant that:

- a. You have read and understand these Terms, and you have all requisite power and authority to execute and deliver these Terms, to participate in the SDA token sale, to purchase SDA, and to carry out and perform your obligations under these terms.
- b. If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase SDA. If you are a legal person, you are duly organised, validly existing and in good standing under the laws of your domicile and each jurisdiction where you conduct business or where your assets are located. You are not purchasing SDA on behalf of any other entity or person.
- c. You have a good and sufficient understanding in business and financial matters, including a good and sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of blockchain technology and blockchain-based software systems, cryptographic tokens, and token storage mechanisms (such as digital token wallets) to understand these Terms and to appreciate the risks and implications of purchasing SDA.
- d. Neither you (or any of your subsidiaries, any director or officer, or any employee, agent, or affiliate as the case may be) nor any person having a direct or indirect beneficial interest in you or SDA being purchased or held by you, or any person for whom you are acting as agent or nominee in connection with SDA, is the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore (collectively, **Sanctions**) or is located, organised, citizen or resident in a country or territory that is, or whose government is, the subject of Sanctions.
- e. You are not (i) a citizen, national, resident (tax or otherwise), domiciliary or green card holder of a geographic area or country in which (A) access to or participation in the SDA token sale or the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act or (B) where it is likely that the sale of SDA would be construed as the sale of a security (howsoever named) or investment product (including without limitation the U.S., People's Republic of China and the Republic of Korea) (the **Restricted Countries**), or (ii) a citizen or resident of, or located in, a geographic area that is subject to Sanctions or (iii) an individual, or an individual employed by or associated with an entity, identified on any Sanctions list (including without limitation the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List).
- f. You are purchasing SDA to participate in the Platform and to obtain services on the Platform, as well as to support the research, design and development of, and advocacy for the combination of IOT technology and developments in blockchain technology to establish an efficient coordination mechanism between users and objects in the physical world and digital asset resources, to create a new infrastructure of all things in general, thereby promoting efficiency and bringing benefits to various industries.

- g. You acknowledge that the funds paid to us for the purchase of SDA will be held by us (or our affiliate) after the token sale, and you will have no economic or legal right over or beneficial interest in these contributions or the assets of that entity after the token sale.

#### **8. INDEMNITY**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Seller, each Group Entity, and their respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, related companies, affiliates, agents, representatives, predecessors, successors and assigns (the **Indemnified Parties**) from and against all claims, demands, actions, damages, losses, costs and expenses (including legal fees on an indemnity basis) arising from or relating to:

- a. your purchase or use of SDA;
- b. your responsibilities or obligations under these Terms;
- c. your violation of these Terms; or
- d. your violation of any rights of any other person or entity.

#### **9. RELEASE**

To the fullest extent permitted by applicable law, you release the Seller and the other Indemnified Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

#### **10. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms will be governed by and construed and enforced in accordance with the laws of Singapore, without regard to conflict of law rules or principles (whether of Singapore or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute arising out of or in connection with these Terms (including without limitation the enforceability of this arbitration clause, any question regarding existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (**SIAC**) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (**SIAC Rules**) for the time being in force, which rules are deemed to be incorporated by reference in this arbitration clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

#### **11. TERMINATION**

The agreement set out in these Terms will terminate upon the completion of all sales of SDA. The Seller reserves the right to terminate the agreement set out in these Terms, in its sole discretion, in the event of a breach by you of this Agreement. Upon termination of this Agreement:

- a. all of your rights under these Terms immediately terminate;
- b. you are not entitled to any refund of any amount paid whatsoever; and
- c. Clauses 3, 4, 6, 8, 9, 13 and 14 will continue to apply in accordance with their terms.

#### **12. ENTIRE AGREEMENT**

These Terms, including the documents and material incorporated by reference, constitute the entire agreement between you and the Seller and supersedes all prior or contemporaneous agreements and understandings (including without limitation the Whitepaper or any other marketing material), both written and oral, between you and the Seller with respect to the subject matters. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will as soon as practicable post the amended Terms at the Website. The amended Terms will be effective immediately.

#### **13. DISCLAIMERS**

- a. You expressly acknowledge, understand and agree that you are purchasing SDA at your sole risk and discretion, and that SDA is provided, used and purchased on an "AS IS" and on an "AS AVAILABLE" basis without any representations, warranties, promises or guarantees whatsoever of any kind by the Seller or any Group Entity. Prior to making any decision to purchase, you shall conduct your own due diligence and rely only on your own examination and investigation thereof.
- b. Changes in relevant laws and regulations in any jurisdictions which we are operating shall constitute a force majeure and we will not be responsible for any result arose out of such changes in relevant laws and regulations.

- c. We do not make and expressly disclaims all representations and warranties, express, implied or statutory; and with respect to SDA, we specifically does not represent and warrant and expressly disclaims any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. In addition, we cannot and do not represent or warrant that SDA or the delivery mechanism for SDA are free of viruses or other harmful components.
- d. We assume that you have already read this agreement, especially the risks and disclaimer stated herein and hereunder, and you shall automatically be regarded agree to take all risks (including but not limited to the risks stated herein) in relation to purchase SDA.

#### **14. SELLER NOT LIABLE**

SDA is not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in these Terms is intended to form the basis for any investment decision, and no specific recommendations are intended. Save in the case of fraud or gross negligence, the Seller expressly disclaims any and all responsibility for any direct, indirect, special, incidental, consequential or exemplary loss or damage of any kind whatsoever arising directly or indirectly (including without limitation, those relating to loss of revenue, income or profits, loss of use or data, or damages for business interruption) in connection with:

- a. reliance on any information contained in these terms;
- b. any error, omission or inaccuracy in any such information;
- c. any action resulting from such information; or
- d. the sale or use of SDA.

In no event will the aggregate liability of the Seller and the Indemnified Parties (jointly), whether in contract, warranty, tort, or other theory, arising out of or relating to these terms or the use of or inability to use SDA, exceed the amount you pay to us for SDA.

#### **15. Language**

You acknowledge that, solely for convenience, these Terms may be translated into a language other than English, and that a copy of the English language version of these Terms has been provided to you (which have read and understand). In the event of conflict or ambiguity between the English language version and translated versions of these Terms, the English language version shall prevail.

If you have any questions regarding these Terms, please contact us at [service@sdchain.io](mailto:service@sdchain.io).