



## **JWC TOKEN SALE PARTICIPATION AND TOKEN USAGE AGREEMENT**

WHEREAS, JWC Blockchain Ventures registered in Cayman Island is a JWC token seller and provider of various technology services under the brand name "JWC" (hereinafter - "JWC", "we", "us");

WHEREAS, you ("you" or the "User") are an individual or entity that participate in JWC token sale or use JWC currency;

WHEREAS, [jwcventures.com](http://jwcventures.com) and [tge.jwcventures.com](http://tge.jwcventures.com) (the "Website", formerly published as [ico.jwcventures.com](http://ico.jwcventures.com)) are the official websites of JWC;

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

### **1. DEFINITIONS**

1.1. Account – online account created by the user at the Website.

1.2. Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

1.3. JWC – ERC20 token on Ethereum network created by JWC and known as JWC tokens, or JWC.

1.4. Cryptocurrency - is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency.

1.5. Ethereum – an open blockchain platform at [www.ethereum.org](http://www.ethereum.org).

1.6. Ether – is the name of the cryptocurrency used within Ethereum.

1.7. TOKEN SALE – a restricted token generation event (TGE) by JWC to eligible Users regarding purchase of JWC in given timeline.

1.8. Services – any services provided by JWC and/or its affiliates, including the services available to registered Users on the Website.

1.9. Smart Contract - means the Ethereum smart contract.

1.10. Products – JWC tokenized Venture Capital investing platform and JWC toolset as presented at [JWCventures.com](http://JWCventures.com)

1.11. Wallet – any type of wallet used for storage of cryptocurrencies.

1.12. Whitepaper – the document located at the Website containing the TOKEN SALE conditions and describing JWC's project and business model.

### **2. SCOPE OF THE AGREEMENT**

2.1. This Agreement sets out terms and conditions for participation in TOKEN SALE and usage of JWC.

### 3. ACCEPTANCE AND CHANGES TO THE AGREEMENT

3.1. Your access to and use of the Website and/or any Services is subject exclusively to this Agreement. By registering to OR using the Website you agree to be bound by and accept this Agreement, its terms and conditions and all the policies and guidelines that are incorporated by reference (for example, the Privacy Policy, App terms and conditions). If you do not agree with the Agreement and/or individual provisions of the Agreement, you cannot use the Website and must immediately stop using the Website and/or the Services. We recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

3.2. This Agreement comes into effect at the moment you visit the Website OR use the Website OR register at the Website.

3.3. JWC may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website and/or the Services at any time and in its sole discretion without notice. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and/or the Services following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Website and/or the Services.

3.4. JWC may at any time change or remove (temporarily or permanently) the Website, Services and their information from the Website without indicating the reasons of such change or removal and you confirm that JWC shall not be liable to you for any such change or removal.

3.5. JWC is unregulated virtual currency. If there are any regulations imposed regarding JWC and virtual currencies, the terms and conditions of this Agreement and/or other conditions regarding usage of JWC may be changed significantly by JWC to meet such regulatory requirements.

3.6. Use of the Website and/or the Services is limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law.

### 4. YOUR USAGE

4.1. If you want to start using the Website and/or the Services, you must send Ether to the address stated at the Website. JWC is entitled to refuse your access to the Website without indicating the reasons.

4.2. JWC can also request you to provide any documents required to perform either your background check or check of your provided information.

4.3. JWC reserves the right to suspend the usage of the Services until your identity is completely verified.

4.4. Any loss that occurs as a result of negligent security practices, whether it be on the part of you, or JWC, will not be the responsibility of JWC, its shareholders, directors, associates or employees.

4.5. The User shall bear any losses that occur regarding to the submission of invalid/incorrect data. You unconditionally warrant that any information, data and/or content you provide: (i) will

be correct, accurate and not misleading or otherwise deceptive; (ii) will not infringe the intellectual property rights of JWC or any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (iii) will not violate any law, statute, or regulation; (iv) will not be defamatory or libelous, and, (v) will not create liability for JWC.

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

## 5. PARTICIPATION REQUIREMENTS

5.1. Before taking any action with respect to participation in the TOKEN SALE, you shall peruse and understand: (1) this Agreement (2) all the whitepapers of JWC published at the Website; (3) terms and conditions published at JWCventures.com and any related subdomains; (4) terms and conditions indicated in this Agreement; (5) the Website; and (6) other relevant documents and information published by JWC. The documents identified above are incorporated as integral parts to this Agreement. You shall refrain from purchasing any JWC until you fully understand and accept the documents identified above. By participating in the TOKEN SALE, you expressly acknowledge and represent that you have carefully reviewed the afore mentioned terms and conditions, and fully understand the risks, costs, and benefits associated with JWC and you agree to be bound by these terms and conditions.

5.2. You shall meet certain participation requirements set forth in the Website to participate in the TOKEN SALE. You shall participate in the TOKEN SALE only within such period and in such manner as set forth in the Website.

5.3. In addition to participation requirements set forth in the Website you shall represent, warrant, acknowledge and agree that: (a) you are of sufficient age (minimum 18 years of age) to participate in the TOKEN SALE and have full capacity of civil conduct under the laws of the jurisdiction where you are domiciled; (b) you are legally permitted to participate in the TOKEN SALE and are legally permitted to receive and hold cryptocurrencies and tokens; (c) your participation in the TOKEN SALE is voluntary and based on your own independent judgment without being coerced, solicited or misled by anyone else; (d) you have sufficient knowledge on cryptocurrencies, cryptographic tokens, cryptographic protocol and blockchain technology; (e) you do not contemplate to use JWC for any speculative, illegal or non-ethical purpose, including, but not limited to, speculative investment; (f) you do not intend to break or misuse JWC and/or JWC for money laundering or any illegal activities; (g) you take sole responsibility for any restrictions and risks associated with participating in the TOKEN SALE, receiving and holding JWC, whether referred to in this Agreement, arising under any applicable law or otherwise; (h) you waive the right to participate in any class action lawsuit or any class wide arbitration against JWC and any person or legal entity associated with it; (i) you are participating in the TOKEN SALE to facilitate the development, testing, deployment and operation of JWC's products and services; (j) the proposed outcomes discussed in the Whitepaper may not be achieved; (k) JWC may not provide the rewards envisaged; (l) participating in the TOKEN SALE, receiving and holding JWC do

not grant any ownerships rights in regard to JWC, decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of JWC; (m) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website, you will not violate or attempt to violate the security of the Website; (n) you will not access information or data which you are not authorized to access; (o) you will promptly provide to JWC, upon request, any additional information which JWC may consider necessary in providing services on the Website; (p) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content; (q) you are not an individual who is a citizen, resident or tax resident, a corporation, partnership or other legal entity, an agency, branch or office located in the United States and People's Republic of China (including all of their territories) and in countries (including all of their territories) whose legal frameworks prohibit investor to anticipate in any cryptographic activities; (r) you are strongly recommended by JWC to practice your highest level of research about your country of citizenship's regulation and legislation with respect to cryptography, tokenized venture capital, initial coin offering, crowdfunding and financial service, before participating in the TOKEN SALE; (s) your purchase of JWC is made for your own account as principal and is not made in anticipation of a further distribution of JWC to others; (t) you are purchasing JWC to actually use JWC's services and JWC as a virtual currency, not to speculate on its value; (u) by participating in the TOKEN SALE or receiving and holding JWC you acknowledge and agree that you fully understand that JWC may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that JWC and any of its affiliates may not be held liable for any loss arising out of, or in any way connected your participation in the TOKEN SALE or receiving and holding JWC; (v) all the representations, warranties and acknowledgments as laid out in this clause are true and accurate.

5.4. You shall only participate in the TOKEN SALE of JWC after fully conducting due diligence activities by yourself at your own risk or after legal consultancy with professional attorney. JWC holds no liability at the any possible losses of JWC token value due to any reasons.

5.5. JWC does not offer or entice JWC's TOKEN SALE to citizens, residents and/or tax resident of the United States and People's Republic of China and of countries whose legal frameworks prohibit investor to anticipate in any cryptographic activities. If you are a citizen, a resident and/or a tax resident of those, you are not eligible to participate in the TOKEN SALE and at your own liability to the local regulation and legislation.

5.6. If buying, selling and usage of cryptocurrency and/or tokens, participation in the TOKEN SALE and/or other transactions indicated in this Agreement and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you oblige not to participate in the TOKEN SALE, not to use the Website and not to use or buy JWC. Failure to comply with local laws may result in the loss of your Account and any assets contained within.

5.7. JWC shall reserve the right to refuse selling JWC to anyone who does not meet criteria necessary for their buying, as set out in this Agreement, the Website and by the applicable law.

5.8. You understand and accept that the purchase and sale of cryptocurrencies and tokens of any kind (including JWC) involves risk. Due to the constant price fluctuations, you may increase or lose value in your assets at any time.

## 6. TOKEN SALE CONDITIONS

6.1. JWC as a company is to be set up and an initial coin offering will be conducted. The offering will be a virtual currency tokens known as a JWC. Funds raised by JWC will be given as grant towards the development of JWC as a project.

6.2. During the TOKEN SALE JWC as a company will issue tokens on the Ethereum blockchain operated by a smart contract and following the ERC20 protocol.

6.3. JWC will be issued in exchange for Ethereum based on the smart contract.

6.4. TOKEN SUPPLY and TOKEN SALE stages:

TOKEN SUPPLY: 1 billion JWC

6.4.1. TOKEN SALE stage: 1 billion JWC tokens are created for the TOKEN SALE. The JWC tokens are allocated as follows:

- 10% (100,000,000) to be sold by JWC to Presale purchasers pursuant to a Future Tokens Agreement (“FTA”) offering or through JWC Whitelisted Investors, from February 1 to February 15, 2018.
- 40% (400,000,000) to be sold by JWC to TGE purchasers. Public sale round will last from March 10 to March 25, 2018.
- 30% (300,000,000) to be distributed by the Company to Reserve pool for future development and expansion plan.
- 8% (80,000,000) to be distributed by the Company to Advisors and strategic partners.
- 12% (120,000,000) to be distributed by the Company to the JWC Team and community supporters.

6.4.2. Crowd-sale.

In the Presale, 100 million JWC was sold to finalize the initial version of JWC before the full TOKEN SALE. The price of JWC is 10,000 JWC per Ethereum.

**Starts** 2018-02-01 14:00:00 UTC. **Ends** 2018-02-15 14:00:00 UTC

In the TGE (Public sale), 400 million JWC was sold to finalize the second version of JWC in the full TOKEN SALE. The price of JWC is 10,000 JWC per Ethereum.

**Starts** 2018-03-10 14:00:00 UTC. **Ends** 2018-03-25 14:00:00 UTC

Currency accepted ETH

Minimum investment 0.5 ETH

JWC rate for TGE

1 ETH = 10,000 JWC or

1 JWC = 0.0001 ETH

For example:

if Ethereum is worth \$1,000, JWC will be worth \$0.10

if Ethereum is worth \$10,000, JWC will be worth \$1.00

JWC holds right to distribute the Reserve fund toward TOKEN SALE pool when appropriate to open chance for more JWC supporter and investor to anticipate during the TOKEN SALE.

6.5. Token purchasers will gain a quantity-bonus when they contribute to the JWC fund over a certain amount of ETH. Early adopter will gain a time-bonus when they contribute at the certain stage of the TOKEN SALE. All bonuses will be locked by “smart contract” and disbursed 30 days after the TGE.

#### QUANTITY-BONUS

Minimum contribution (ETH)	Bonus
300	5%
400	10%

#### TIME-BONUS

Phase	Start date	End date	Bonus
Presale	01 Feb 2018	15 Feb 2018	10%
Public sale	10 Mar 2018	15 Mar 2018	6%
	15 Mar 2018	20 Mar 2018	3%
	20 Mar 2018	25 Mar 2018	1%

#### AFFILIATE BONUS

Participants are granted 6% bonus on every contribution sent via an affiliate link. This affiliate-bonus will be funded by a reserve pool which will be disbursed 30 days after the TGE.

6.6. The number of JWC tokens allowed for purchase by one User is not limited. The minimum amount of purchase is 0.5 ETH thorough the TOKEN SALE.

6.7. The TOKEN SALE conditions are indicated in more detail in the Whitepaper and the Website which are an integral part of this Agreement and you agree to be bound by them. To the extent the TOKEN SALE conditions indicated in this chapter 6 of the Agreement conflicts with the Whitepaper and the Website, the Whitepaper and the Website prevail. JWC have a right to sell some tokens in special, different pricing conditions.

6.8. JWC emission will be conducted via JWC website – JWCventures.com. By participating in the TOKEN SALE, you agree to be bound by all the terms and conditions of JWC. Failure to follow the TOKEN SALE instructions on the Website may limit, delay, or prevent you from purchasing JWC.

6.9. Any detected double spend of cryptocurrency and/or tokens will result in no JWC being provided to the relevant party.

6.10. JWC is available for purchase to eligible buyers only during the announced periods of the TOKEN SALE period as indicated in this Agreement, the Whitepaper and the Website.

## 7. JWC RIGHTS AND ATTRIBUTES

7.1. JWC is not money or investment securities and the TOKEN SALE will not involve issuance of any fiat currency, securities (whether equity securities or otherwise), financial derivative instrument or other kind of investment certificate. JWC is not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and does not necessarily have market prices or transactions between peers. JWC does not stand for any sort of investment contract for all intents and purposes. You shall not participate in the TOKEN SALE with a view to investment or speculation or in pursuit of any profit. Under this Agreement JWC does not provide, offer or exchange securities, investment contracts or any other form of financial instrument that may be considered by law to be a security.

7.2. JWC are cryptographic tokens created for access of JWC's products and services and benefits associated with it, i.e. discounts for JWC's products and services, advance payment for JWC's products and services, etc. However, there are no guarantees of their future use or value which can be zero.

7.3. You cannot expect profit from JWC and shall have no expectations of profit from the future success of JWC's business and/or the efforts of JWC or other persons. JWC value depends on your active involvement in using and promoting it.

7.4. The TOKEN SALE is not crowdfunding, or initial public offer and you cannot participate in the TOKEN SALE with a view to crowdfunding or initial public offer.

7.5. JWC are not shares of JWC Blockchain Ventures. JWC does not represent ownership interests or grant ownership, control and voting rights in JWC, as well as does not grant any rights to receive a share of JWC's profit.

7.6. JWC does not entitle you to any intellectual property rights in regard to JWC and its products and services.

7.7. JWC may unilaterally in its own discretion and to the fullest extent possibly make decisions on spending, investing and otherwise using the funds received during the TOKEN SALE.

7.8. JWC is not required to consult with you regarding any activities and/or decisions of JWC or coordinate it with you. You will not have any influence in the development or governance of JWC.

7.9. JWC holders cannot request an audit of JWC and its business, and an investigation of JWC's activities.

7.10. JWC can be used for payments and other transactions associated with cryptocurrencies.

7.11. JWC is not obliged to redeem JWC in any case.

## 8. JWC's BUSINESS AND PRODUCTS

8.1. JWC is building a tokenized venture capital investment fund, solving liquidity issue of traditional VCs. Thus, JWC opens up VC world to every investors and companies. JWC will select from our deal flow 15 most potential blockchain-enabled startups in our expertise industries.

8.2. JWC has a promotion of toolset that will be offered to companies in JWC portfolio, presented at [JWCventures.com](http://JWCventures.com). During the TOKEN SALE and for the time period indicated in the Whitepaper

the Website, The Website will contain description of products and services of JWC and instructions regarding JWC purchase.

8.3. JWC will put effort, but it is not obliged to implement goals, promises and ideas indicated in this Agreement, the Whitepaper, the Website or elsewhere. However, neither JWC, nor its management, employees, advisors, partners, affiliates or any other persons associated with JWC shall not be held liable for not achieving goals, promises and ideas indicated in this Agreement, the Whitepaper, the Website or elsewhere.

## 9. REFUNDS

9.1. There will be no refunds in regard to the TOKEN SALE, JWC purchase and usage for any reason, including, but not limited to, loss of your JWC due to technical reasons, errors, malfunction of the wallet, transaction failures, etc. All JWC are sold as-is without any guarantee.

9.2. By participating in the TOKEN SALE, you are confirming that you have read and understand our no refunds policy, and you acknowledge that all purchases are final and non-refundable, and JWC is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the TOKEN SALE.

## 10. TAXES

10.1. You agree that you are solely responsible for determining the amount of any taxes that you may owe as a result of this Agreement, the TOKEN SALE, JWC and usage of JWC, and are solely responsible to collect, report and remit any such taxes required under law applicable to you. You shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation or trading of JWC (no matter whether acquired by participating in the TOKEN SALE (or otherwise acquired)). You acknowledge and agree that JWC has no responsibility to collect, report or remit any applicable taxes in connection with this Agreement, the TOKEN SALE, JWC and usage of JWC. You hereby agree to fully indemnify, defend and hold JWC (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with this Agreement, the TOKEN SALE, JWC and usage of JWC.

10.2. You shall be solely liable for all tax related penalties, claims, fines, punishments, liabilities or otherwise arising from your underpayment, undue payment or belated payment of any applicable tax. JWC provides no advice and makes no representation as to the tax implication of any jurisdiction.

## 11. RISKS

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

11.2. JWC price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in JWC value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. JWC cannot and does not guarantee any market liquidity for JWC.

Additionally, due to different regulatory requirements in different jurisdictions, the liquidity of JWC may be markedly different in different jurisdictions.

11.3. While some of cryptographic tokens or cryptocurrencies may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive JWC of sufficient resources to continue to operate.

11.4. Cryptocurrencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. JWC may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time or may even be ordered to suspend or discontinue any action in connection with JWC, as well as be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of JWC to further conduct business. The development, marketing, promotion or otherwise of JWC may be seriously affected, hindered or terminated as a result.

11.5. Advances in cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all cryptocurrencies, including JWC. This could result in the theft, loss, disappearance, destruction or devaluation of JWC. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit JWC accurately guide the development of JWC to take into account such unforeseeable changes in the domains of cryptography or security.

11.6. JWC cannot guarantee the software used by JWC to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of JWC and consequently bring adverse impact on the value of JWC.

11.7. Ethereum is an open source project and supported by the community. JWC does not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of JWC and in the worst-case scenario, could ruin the sustainability of JWC.

While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.

11.8. The Ethereum source code and the software used by JWC could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration

or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects JWC's operation or market value.

11.9. The blockchain rests on open-source software. Regardless of JWC's effort to keep the blockchain secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of JWC. This could consequently result in the loss of JWC held by you.

11.10. The loss or destruction of a private key required to access JWC may be irreversible. You are required to safeguard the private keys relating to your own JWC wallets. To the extent such private key is lost, destroyed or otherwise compromised, neither JWC, nor anyone else will be able to access the related JWC.

11.11. JWC is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization. The circulation and trading of JWC on the market depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any JWC from any user or JWC holder. Nor does anyone guarantee the liquidity or market price of JWC to any extent. JWC has no control over market price or liquidity of JWC once JWC start to trade in the open market.

11.12. It is possible that JWC's product and services or JWC will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of JWC's business.

11.13. JWC, as developed, may not meet your expectations. You acknowledge that JWC is currently under development and may undergo significant changes before release. You also acknowledge that any expectations regarding the form and functionality of JWC held by you may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of JWC. Furthermore, you acknowledge that JWC project may never be fully completed or released.

11.14. You understand and accept that hackers or other groups or organizations may attempt to steal JWC or otherwise interrupt or cease JWC's business or usage of JWC.

11.15. Except for historical information, there may be matters in this Agreement, the Website, the Whitepaper or elsewhere that are forward-looking statements. Such statements are only predictions and are subject to inherent risks and uncertainty. Forward-looking statements, which are based on assumptions and estimates and describe JWC's plans, strategies, and expectations are generally identifiable by the use of the words 'anticipate', 'will', 'believe', 'estimate', 'plan', 'expect', 'intend', 'seek', or similar expressions. You are cautioned not to place undue reliance on forward-looking statements. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties both general and specific that contribute to the possibility those predictions, forecasts, projections and other forward-looking statements will not occur. Those risks and uncertainties include actors and risks specific to the industry in which JWC operates as well as general economic conditions and prevailing exchange rates and interest rates. Actual performance or events may be materially different from those expressed or implied in those statements. All forward-looking statements attributable to JWC or persons acting on behalf of JWC are expressly qualified in their entirety by the cautionary statements in this section. Except as expressly required by the applicable law, JWC undertakes no obligation to publicly update or

revise any forward-looking statements provided in this publication whether as a result of new information, future events or otherwise, or the risks affecting this information. None of JWC, its officers or any person named in this Agreement, the Website, the Whitepaper or elsewhere with their consent, or any person involved in the preparation of this Agreement, the Website or the Whitepaper, makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law.

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

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

## 12. ANTI-MONEY LAUNDERING POLICY

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

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

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

### 13. PROHIBITED ACTIVITIES

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

13.2. You may not use your JWC to engage in the following categories of prohibited activity and you confirm that you will not use JWC to do any of the following:

13.2.1. Engage in a transaction involving the proceeds of any unlawful activity;

13.2.2. Defraud or attempt to defraud JWC;

13.2.3. Provide false, inaccurate or misleading information;

13.2.4. Infringe upon JWC's or any third party's copyright, patent, trademark, or intellectual property rights;

13.2.5. Take any action that imposes an unreasonable or disproportionately large load on JWC's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;

13.2.6. Transmit or upload any material to the Website that contains viruses, Trojan horses, worms, malware or any other harmful or deleterious programs;

13.2.7. Otherwise attempt to gain unauthorized access to the Website, computer systems or networks connected to the Website, through password mining or any other means;

13.3. JWC reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. JWC reserves the right to cancel and/or suspend your Account and usage of JWC immediately and without notice if we determine, in our sole discretion, that your Account and usage of JWC is associated with prohibited use, and/or a prohibited business, and or illegal activity under applicable law.

### 14. LIABILITY AND INDEMNIFICATION

14.1. You are responsible for actions performed by participating in the TOKEN SALE, using the Website and JWC.

14.2. You acknowledge that participating in the TOKEN SALE, purchasing JWC and using JWC involves risk and you will not hold JWC accountable for any gains or losses that you incur as a result.

14.3. By participating in the TOKEN SALE or receiving and holding JWC, to the extent permitted by applicable law, you agree that JWC, and other parties (including, but not limited to, any managers, employees, advisors) cannot be held liable for any loss (including without limitation indirect, special, incidental, consequential, or tort damages, or lost profits) arising out of, or in any way connected to your participation in the TOKEN SALE or receiving and holding JWC in any manner. Additionally, as a user of JWC and JWC's products and services, you acknowledge that JWC has no responsibility for any injury, direct or indirect loss, claim, damages or any special,

incidental, consequential, exemplary or punitive damages of any kind that you incur as a direct or indirect result of participation in the TOKEN SALE, usage of the Website or any of our services.

14.4. You understand and agree that JWC and/or other parties (including, but not limited to, any managers, employees, advisors) shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of JWC. You understand and expressly agree that JWC and/or other parties (including, but not limited to, any managers, employees, advisors) shall not guarantee in any way that JWC might be sold or transferred during or after the TOKEN SALE.

14.5. JWC are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your participation in the TOKEN SALE and use of the Website and buying of any amount of JWC and its use.

14.6. You understand and acknowledge that the Services are being provided to you "as is" and "as available" without warranty of any kind. JWC specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, or non-infringement. JWC does not guarantee continuous, uninterrupted, error-free or secure access to any part of the TOKEN SALE, Website or our services.

14.7. To the extent allowable pursuant to applicable law, you shall indemnify, defend, and hold JWC and/or any of JWC's subsidiaries, affiliates, partners, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, payments, liabilities, costs, fines, taxes, penalties and expenses (including the amount paid in settlement of any claim, action, suit or proceeding and the fees and expenses of counsel incurred obtaining advice in respect of, or in defending or settling, any such claim, action, suit or proceeding) of whatsoever nature or kind, and/or liabilities (including, but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against us in any jurisdiction arising out of a breach of any warranty, representation, or obligation hereunder, and/or arising out of or related to your participation in the TOKEN SALE, receiving and holding JWC, your use of the Website, your breach of this Agreement, your misuse of the TOKEN SALE or JWC, or your violation of any law, rule or regulation, or the rights of any third party.

14.8. In the event that JWC and/or its subsidiaries, affiliates, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees face legal action as a result of your actions, you agree cover any damages, including legal fees, that JWC incur as a result.

14.9. You hereby expressly agree that, to the maximum extent permitted by the applicable law, JWC does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, the Website and/or JWC, or the material, information, software, facilities, services or content on the Website, from buying of the tokens or their use by the user, regardless of the basis, upon which the liability is claimed and even if JWC has been advised of the possibility of such loss or damage.

14.10. In any case, total amount of JWC's aggregate liability under this Agreement may not exceed 10 (ten) USD. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning participation in the TOKEN SALE, use of the Website and use and buying of JWC, and that JWC should not accept any liability for any illegal or unauthorized use of the Website and use and buying of JWC.

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

14.12. The Website, the Whitepaper and other documents may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as "believes," "expects," "does not expect," "is expected," "targets," "outlook," "plans," "eta", "scheduled," "estimates," "forecasts," "intends," "anticipates" or "does not anticipate" or variations of such words and phrases or statements that certain actions, events or results "may," "could," "would," "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of JWC to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. You must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur. By participating in the TOKEN SALE, receiving and holding JWC, or using the Website, you acknowledge and agree that you fully understand and accept the risks in this clause 14.12, and to the extent permitted by applicable law, you agree that JWC will not be held liable for any loss arising out of, or in any way connected with your participation in the TOKEN SALE, receiving or holding JWC or use of the Website.

## 15. FORCE MAJEURE

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

## 16. DISCLAIMERS AND WAIVERS

16.1. You shall accept the Website and the TOKEN SALE "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including

without limitation any implied warranty of accuracy, completeness, quality, merchantability, fitness for a particular purpose or non-infringement.

16.2. The Website and the Whitepaper does not purport to contain all the information that you may require. In all cases, you should conduct your own investigation and analysis of JWC and its business, and the data contained in the Website and the Whitepaper.

16.3. JWC does not make any representation or warranty as to the accuracy or completeness of the information contained in the Website and the Whitepaper. Furthermore, JWC shall not have any liability to the recipient or any person resulting from the reliance upon the Website and the Whitepaper in determining to participate in the TOKEN SALE and use JWC.

16.4. You must rely on your own investigation of all financial information indicated in the Website and the Whitepaper and no representations or warranties are or will be made by JWC as to the accuracy or completeness of such information.

16.5. JWC makes no representation about the underlying value of JWC.

16.6. The Website and the Whitepaper are prepared for your general information only. It is not intended to be a recommendation to participate in the TOKEN SALE and/or use JWC.

## 17. SECURITY

17.1. You are responsible for maintaining the confidentiality and security of your Account ID and password and accept responsibility for all activities that occur under your Account or password. You must notify JWC immediately in the event that the security of your login or password has been breached or compromised.

17.2. You are also responsible for maintaining adequate security and control of any and all identification numbers, private keys, or any other codes that you use to access the Website and/or use JWC.

17.3. You agree to not hold JWC liable for any loss arising out of, or in any way connected to, your failure to properly secure and keep private your Account information, email address, any password, private keys and any other identification numbers/codes used in connection with participation in the TOKEN SALE and usage of JWC.

17.4. JWC shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.

17.5. JWC does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. JWC will not be liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website.

## 18. PRIVACY POLICY

18.1. JWC might ask you to provide your personal data.

18.2. Personal data refers to any information, whether true or not, about an individual who can be identified from that information; or from that information and other information to which we have or are likely to have access, including information in our records as may be updated from

time to time, and any other information relating to any individuals which you may have provided us from time to time in your interaction with us.

18.3. Your personal data that you provide will be used to identify you as the JWC holder and to execute this Agreement. JWC commits to protect your personal data and disclose it only when it is necessary to execute this Agreement, or it is required by the Agreement or applicable law. You expressly authorize JWC to store, process, use and transmit to third parties the information required to execute this Agreement.

18.4. You confirm that you have entered correct data about yourself in every required form and that afterwards, when changing or adding any data at the Website, you will enter only correct data. You shall bear any losses that occur regarding to the submission of invalid/incorrect data.

18.5. JWC may use your personal data for direct marketing purposes if you give your consent in the registration form. You can withdraw the above consent at any time.

18.6. JWC may at any time in its own discretion adopt a separate Privacy Policy and when that happens you must agree with that Privacy Policy.

## 19. WEBSITE USAGE

19.1. You agree not to copy any information from the Website without our permission, with the exception of information for your personal non-commercial use.

19.2. The pages of the Website may contain links to third party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended to visit by JWC. In addition, JWC does not guarantee their safety and conformity with any user expectations. Furthermore, JWC is not responsible for maintaining any materials referenced from another site and makes no warranties for that site or this service in such context. Links to such third-party material do not imply any endorsement by JWC of such third-party material or the content, products or services available from such third-party material. You acknowledge sole responsibility for and assume all risk arising from your use of any such third-party material.

19.3. The contents of the Website are provided on an "as is" and "as available" basis without warranties of any kind and are made available for your general information only. No warranty of any kind, express, implied or statutory, is given in conjunction with the contents of the Website, the tools contained in the Website or the Website in general.

19.4. JWC does not warrant the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the information on the Website or any website linked to the Website, or that the information available on the Website, or associated therewith, will be uninterrupted or error-free or that defects will be corrected or that this Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or omissions. JWC shall not be liable for uninterpreted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

19.5. The information contained on the Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may

be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.

19.6. JWC reserves the right, at its sole and absolute discretion and without giving prior notice, to vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website. JWC also reserves the right to block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. JWC will not be liable for any loss which may be incurred as a result of such action.

19.7. JWC reserves the right to disable any links which in its opinion, contain information, images, representations or other material of an inappropriate, defamatory, obscene, indecent or unlawful nature, or that violate any law or any public, privacy, intellectual property or other proprietary right; or have not been authorized by us.

## 20. INTELLECTUAL PROPERTY

20.1. The URLs representing the Website, "JWC" and all related logos of our services described in our Website are either copyrighted by JWC and are trademarks of JWC. In addition, all page headers, custom graphics, design, button Token Sale, scripts, source code, content are copyrighted by JWC. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All the content indicated in the Website, the Whitepaper and any content thereon is the exclusive property of JWC. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.

20.2. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website shall vest in and remain with JWC. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach this Agreement.

20.3. You are not permitted to copy, transfer, distribute, reverse compile, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website without the prior written permission of JWC.

## 21. REPRESENTATIONS AND WARRANTIES

21.1. You attest that you are not a criminal, are not associated with any criminal activity, and that all funds that are used by you in connection with the TOKEN SALE and JWC purchase are free from any criminal association, are not the proceeds of crime, and are not derived from any criminal activity.

21.2. By participating in the TOKEN SALE and buying JWC hereunder you represent and warrant that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving JWC are being used to facilitate any criminal or illegal activity.

21.3. You hereby certify to us that any funds used by you in connection with participation in the TOKEN SALE are either owned by you or that you are validly authorized to carry out transactions using such funds.

21.4. You represent and warrant that you have such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks purchasing cryptocurrencies and specifically JWC and are able to bear the economic risk of total loss of such purchase.

## 22. TERMINATION (LIMITATION) OF THE AGREEMENT

22.1. The term of this Agreement is for a period of time when you successfully register for the Account until this Agreement is terminated for whatever reason. Account cancellation shall mean the Agreement termination.

22.2. At any time and for any reason in its sole discretion JWC may terminate this Agreement, your access to the TOKEN SALE and/or the Website, your Account and may halt any pending transactions and/or funds and/or JWC at any time without notice to you. JWC shall have no liability or obligation for the termination of this Agreement.

22.3. In case of termination of this Agreement for any reason you will not be refunded with any amount of JWC.

## 23. JURISDICTION, APPLICABLE LAW AND DISPUTE RESOLUTION

23.1. Jurisdiction of the United States of America (including all territories of this country), Singapore, Vietnam, Italy, People's Republic of China and South Korea is specifically excluded from the TOKEN SALE and this Agreement.

23.2. JWC reserves the right to change the jurisdiction of JWC and this Agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of this Agreement, JWC's products and services and other activities related to the TOKEN SALE and JWC's business.

23.3. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with this Agreement, shall be governed by the law of the Cayman Island.

23.4. Any disagreements or disputes of the User and JWC, arising from this Agreement, shall be settled by negotiations between the User and JWC. In case of failure to reach an agreement in 14 (fourteen) days, a party of this Agreement must make a claim within 30 days any disputes, disagreements or claims, arising from this Agreement or related to it, its breach, dissolution or validity, that have not been solved by the User and JWC, shall be settled in the competent court of Cayman Island. Both the User and JWC hereby submit to the exclusive jurisdiction of the courts in Cayman Island. Failure to raise a claim within 30 days from the failure of the negotiations, a party loses its right to file the claim in the state court or any other instance, court or arbitration.

23.5. Any User that breaks any law in their jurisdiction of residence or nationality by using JWC or any service provided by JWC shall be liable for any damages incurred by JWC as a result and agrees to forfeit any assets within their JWC account, at the discretion of JWC or its employees.

## 24. MISCELLANEOUS PROVISIONS

24.1. You confirm that you have read this Agreement, understood its terms, conditions and consequences.

24.2. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

24.3. All the notices, consents and other communication of the parties related to this Agreement shall be delivered via e-mail or registered post/courier if JWC requests such type of delivery.

24.4. JWC has a right to revoke this Agreement if you do not comply with the Agreement, act in a fraudulent or illegal way, engage in unauthorized transmission and use of personal data.

24.5. This Agreement is personal to you and it cannot be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement and the rights and/or obligations stipulated in this Agreement shall be null and void. JWC may freely assign this Agreement and/or delegate its duties without consent or notice.

24.6. This Agreement together with the Whitepaper and any terms and conditions published from time to time on the Website constitutes the entire agreement among the Parties with respect to the subject matter hereof. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights

hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

24.7. You agree to refrain from making, any negative, detracting or unfavorable statements concerning JWC, JWC, any subsidiaries or affiliates, their respective business or business endeavors, products or product history, or their respective former or present officers, directors, agents, distributors or consultants, which may have the effect of diminishing the reputations of JWC, JWC, any subsidiaries or affiliates, or respective former or present officers, directors, agents, distributors or consultants of JWC or any subsidiaries or affiliates of its business or business endeavors.

24.8. This Agreement is not intended to create, and it shall in no way be construed as creating a joint venture, partnership, or any other similar relationship between you and JWC.

24.9. To the extent that Agreement, the Whitepaper, any terms and conditions published from time to time on the Website conflict with translated copies, the English version prevails.