

EZCoin Initial Coin Offering Terms & Conditions

Preamble

By accessing our website, you are agreeing to be bound by the website's Terms and Conditions and agree that you are responsible for compliance with any and all applicable local laws. You agree and represent that you have read and understood all of the provisions set forth herein and that you entirely agree to them. If you do not agree with any of these terms, you are prohibited from using or accessing this website. You must not use this website if you disagree with our Terms and Conditions and our Privacy Policy which can be found here - <https://myezcoin.com/whitepapers>

Furthermore, the „Initial Coin Offering Terms & Conditions” is hereby concluded between David A Gunn LLC, organized under the laws of Texas, registered office located in 10601 Clarence Dr. Suite 250, Frisco TX. 75033 (hereinafter “**David A Gunn LLC**”, “**Company**”, “**our**”, “**us**”, “**we**”), and any person or entity that fulfils the criteria set out in these T&Cs and that accepts the terms provided herein (hereinafter “**Participant**”, “**Coin Holder**”, “**you**”). Parties to the T&Cs are herein referred to individually as a “**Party**” and collectively as the “**Parties**”. The Participant provides payments to ...insert company name... in connection with the Coin Sale (“**Coin Offering**”) of cryptographic tokens existent on the blockchain that can enable usage of and interactions with certain services (“**Services**”) to be implemented by David A Gunn LLC on the website after having closed the Coin Offering. The cryptographic tokens are hereinafter referred to as “**EZCoin**” or “**Coin**”.

For the avoidance of doubt, this document does not represent an offering of any kind, or any other contractual form of capital investment product, and is not a solicitation for investment.

Disclaimer

We do not provide legal or financial advice or recommendations to buy or sell any security, product, service or investment. The information provided on this site or in any communication containing a link to this site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject ...insert company name... or its affiliates to any registration requirement within such jurisdiction or country.

EZCoin is an innovative decentralized crypto currency residing on its own blockchain. Utilizing the Script algorithm the technology is able to mint, mine and distribute EZCoin to the users. EZCoin will be used to purchase goods and services off of our e-commerce website. ...insert company name... does not make any guarantee or other promise as to any results that may be obtained from using our products and services. No one should make any investment decision without first consulting his or her own financial advisor and conducting his or her own research and due diligence. Getting involved in cryptocurrency and blockchain projects can be risky.

To the maximum extent permitted by applicable law, nothing in this document will:

- limit or exclude your liability or misinterpretation of the information presented on our website, in the Whitepaper, Litepaper, or Pitch Deck (as the case may be);
- limit any of your liabilities in any way that is not permitted under applicable law;

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer:

(a) are subject to the preceding paragraph;

(b) will govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer.

By purchasing EZCoin, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of EZCoin, including losses associated with the terms set forth below.

Prior to purchasing EZCoin, you should carefully consider the terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you, you should not purchase EZCoin.

Purchases of EZCoin should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, and blockchain based software systems. Purchasers should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Company will be available to assist purchasers of EZCoin during the sale, it will not be responsible in any way for loss of any funds or crypto assets, including EZCoin, that result from actions taken by, or omitted by purchasers. If you do not have such experience or expertise, then you should not purchase EZCoin or participate in the sale of EZCoin. Your participation in EZCoin sale is deemed to be your undertaking that you satisfy the requirements mentioned in this paragraph.

1. EZCoin Sale and Service Description

The EZCoin Coin Offering represents a voluntary contribution towards the implementation of crypto services in the ecosystem. These Services, the Coin Offering and the usage of EZCoin are described in the Whitepaper (or as stated on the website). For the redemption of EZCoin for Services as well as for the usage of these Terms & Conditions apply (as stated on the website and after availability of the Services in the relevant locations in the ecosystem). The website (and the Whitepaper) and any other present or future are herein jointly referred to as the “**Accompanying Documents**”.

The EZCoin Coin does not grant equity stake nor profit sharing. It does not represent an ownership right or direct claim in the EZCoin Ecosystem, revenues, profits or intellectual property, either present or future. Despite EZCoin team’s best efforts and diligence to bring this project forward, all Participants should be aware that their contributions are not refundable and accept the inherent risk (as outlined below) of project failure at any stage of

development. This implicit risk is associated with any and all uncertainty of backing technologically-focused entrepreneurial projects, and can be affected by either internal or external factors that are out of the control scope of EZCoin. Additionally, Participants may be subject to any applicable compliance regulations (including KYC, AML and others where applicable).

EZCoin can be used in the Ecosystem with a corresponding utility value and will not provide any redemption rights. We believe that EZCoin do not qualify as a security or any other form of capital investment product and do not provide a Participant equity share in the legal structure of EZCoin.

EZCoin can only be used for purchases within the EZCoin Ecosystem and will not be accepted by any third party. Hence, EZCoin do not represent any unit of account or virtual currency.

The platform offers EZCoin as a method of payment. EZCoin may require a minimum or maximum amount for individual payment methods to manage payment costs and risks.

2. Scope of Terms

Unless otherwise stated herein, these terms only govern your purchase of EZCoin from David A Gunn LLC during the Pre-Sale period, as defined in the Whitepaper.

Any use of EZCoin in connection with providing or receiving Services on the Ecosystem may be governed by other applicable terms and conditions and policies.

3. Participation requirements

If you want to buy EZCoin with cryptocurrencies, you can send your Coin units from any major cryptocurrency wallet, or you can buy with FIAT, following the instructions on the platform.

During the sale process you will be prompted to insert a new address of a EZC standard compatible wallet, as provided on the website, in order to receive any Coins, you purchase from us. We reserve the right to prescribe additional guidance regarding specific wallet requirements. Please follow the website details carefully.

You are responsible for implementing reasonable measures for securing your wallet, vault, or other storage mechanism you use to receive and hold EZCoin purchased from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Coins. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws (e.g. KYC/AML) or regulations in connection with selling EZCoin to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell EZCoin to you until you provide such requested information and we have determined that it is permissible to sell you EZCoin under applicable laws or regulations.

4. Cancellation: Refusal of Purchase Requests / Refunds

All purchases of EZCoin from us during the Pre-Sale and Main Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel EZCoin purchase requests at any time in our sole discretion.

EZCoin may pause the EZCoin sale during the Pre-Sale or Main Sale periods in our sole discretion. Reasons for such a pause among others can be: material increase in Bitcoin or EZC blockchain price volatility (e.g. Bitcoin price crash), news that might impact the price volatility, suspicion of systematic fraud when purchasing EZCoin, or significant higher load of IT systems than expected.

5. Possible Migration of Coins

EZCoin is being created as a EZC blockchain compatible token on the EZC ecosystem. We reserve the right to migrate the EZC compatible-based EZCoin (the “Pre-existing Coins”) to another protocol and to generate replacement Coins on the new protocol (the “Replacement Coins”) in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of our Ecosystem.

Should we decide to migrate the Coins, we may no longer provide support for the Pre-existing Coins relating to the Ecosystem, the Services, or any other operational matters, except with respect to the migration process. Although EZCoin does not at this time anticipate that it will require any Pre-existing Coin holders to convert their Pre-existing Coins to Replacement Coins, EZCoin anticipates there will be significant incentives for Pre-existing Coin owners to do so, since the practical utility of Pre-existing Coins will likely diminish rapidly once the Replacement Coins are created and in use by a significant portion of Ecosystem participants. Accordingly, by accepting these T&Cs you acknowledge and agree that in order for you to continue to participate on the Ecosystem or obtain utility from the Coins you may need to convert the Coins you purchase during the Coin Sale to Replacement Coins in the future.

6. Taxation

Any amounts that you pay for EZCoin are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of EZCoin, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of EZCoin. However, in case we are obliged to withhold tax, this will be shown separately in our invoice.

7. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing, owning, and using EZCoin for the provision or receipt of Services on the Ecosystem, as disclosed and explained. **BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.**

8. Warranties

When purchasing EZCoin from us, you represent and warrant us that:

1. You have read and understand these T&Cs (including all eventual Annexes and Accompanying Documents);
2. You agree and acknowledge that EZCoin do not constitute securities in any form or any other form of capital investment product in any jurisdiction;
3. You agree and acknowledge that these T&Cs and any Accompanying Documents do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or any other form of capital investment product in any jurisdiction or a solicitation for investment in securities and you are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment have to be accepted on the basis of these T&Cs and any Accompanying Documents;
4. You acknowledge and agree that there are risks associated with purchasing Coins, owning Coins, and using Coins for the provision or receipt of Services including (but not necessarily limited to) the risks described in the Annex 1;
5. You have sufficient understanding of technical, financial and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these T&Cs and any Accompanying Documents and to appreciate the risks and implications of purchasing Coins;
6. You understand the restrictions and risks associated with the creation of Coins as set forth herein and in the Accompanying Documents, and acknowledge and assume all such risks;
7. You have obtained sufficient information about the Coins, the Services and the Ecosystem to make an informed decision to purchase Coins;
8. You understand that the Coins confer only the right to provide and receive Services on the Ecosystem (and potentially contribute to the technical development of the Ecosystem), and confer no other rights of any form with respect to the Ecosystem or EZCoin, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights, except as stated in these T&Cs;
9. You are purchasing EZCoin solely for the purpose of receiving Services, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with EZCoin and the Ecosystem. You are not purchasing Coins for any other purposes, including, but not limited to, any investment, speculative or financial purpose;
10. Your purchase of Coins complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Coins and entering into contracts with EZCoin, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
11. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Coins;
12. If you are purchasing Coins on behalf of any entity, you are authorized to accept these T&Cs on such entity's behalf and that such entity will be responsible for breach of

these T&Cs by you or any other employee or agent of such entity (references to “you” in these T&Cs refer to you and such entity, jointly);

13. You are neither a citizen or permanent resident of the Peoples Republic of China, a resident of a country where American embargoes and sanctions are in force, namely Iran, North Korea, Syria, Sudan, or a resident of any other country where crypto assets are considered to be unlawful.

9. Limitation of Liability

To the fullest extent permitted by applicable law (i) in no event will EZCoin or any of the company parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of EZCoin or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable), and (ii) in no event will the aggregate liability of EZCoin and the company parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to use EZCoin, exceed the amount you pay to us for EZCoin.

The limitations set forth in these terms, in particular, in the previous paragraph will not limit or exclude the liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the company or its representatives, nor the liability for damage from breaches of fundamental contractual obligation, injury to life, body or health by intention or negligence of the company or its representatives.

10. Disclaimers and waivers IMPORTANT NOTICE

The EZCoin are not intended to constitute securities, financial instruments or any other form of capital investment product in any jurisdiction. These T&Cs and any Accompanying Documents do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or any other form of capital investment product or a solicitation for investment in securities or any other form of capital investment product in any jurisdiction.

These T&Cs and any Accompanying Documents do not constitute or form part of any opinion on any advice to sell, or any solicitation of any offer by the seller of the EZCoin to purchase any EZCoin nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or investment decision.

No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of the EZCoin and no cryptocurrency or other form of EZCoin is to be accepted on the basis of these T&Cs.

In the event of any inconsistencies between these T&Cs and the Whitepaper or any other Accompanying Documents, the Whitepaper shall prevail.

No regulatory authority has examined or approved of any of the information set out in these T&Cs. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and any Accompanying Documents do not imply that the applicable laws, regulatory requirements or rules have been complied with.

There are risks and uncertainties associated with EZCoin and its respective businesses and operations, the EZCoin, the Coin Offering and the Services (each as referred to in these T&Cs and any Accompanying Documents). These T&Cs and any Accompanying Documents, any part thereof and any copy thereof must not be taken or transmitted to any country where distribution or dissemination of these T&Cs and any Accompanying Documents is prohibited or restricted.

10.1 No representations and warranties by EZCoin

EZCoin does not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in these T&Cs and any Accompanying Documents.

10.2 Cautionary note on forward-looking statements

All statements contained in these T&Cs and any Accompanying Documents, statements made in press releases or in any place accessible by the public and oral statements that may be made by EZCoin or their respective directors, executive officers or employees acting on behalf of EZCoin (as the case may be), that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding EZCoin’s financial position, business strategies, plans and prospects and the future prospects of the industry which EZCoin is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to EZCoin’s revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in these T&Cs and any Accompanying Documents regarding EZCoin are matters that are not historical facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of EZCoin to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

- (a) changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which EZCoin conducts its businesses and operations;
- (b) the risk that EZCoin may be unable or execute or implement its business strategies and future plans;
- (c) changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- (d) changes in the anticipated growth strategies and expected internal growth of EZCoin;

- (e) changes in the availability and fees of EZCoin in connection with their respective businesses and operations;
- (f) changes in the availability and salaries of employees who are required by EZCoin to operate its businesses and operations;
- (g) changes in preferences of customers of EZCoin;
- (h) changes in competitive conditions under which EZCoin operate, and the ability of EZCoin to compete under such conditions;
- (i) changes in the future capital needs of EZCoin and the availability of financing and capital to fund such needs;
- (j) war or acts of international or domestic terrorism;
- (k) occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of EZCoin;
- (l) other factors beyond the control of EZCoin; and
- (m) any risk and uncertainties associated with EZCoin and its businesses and operations, the EZCoin and the Coin Offering (each as referred to in the T&Cs and any Accompanying Documents).

All forward-looking statements made by or attributable to EZCoin or persons acting on behalf of EZCoin are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of EZCoin to be materially different from that expected, expressed or implied by the forward-looking statements in these T&Cs and any Accompanying Documents, undue reliance must not be placed on these statements. These forward- looking statements are applicable only as of the date of this Whitepaper.

Neither EZCoin nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of EZCoin will be as discussed in those forward-looking statements. The actual results, performance or achievements of EZCoin may differ materially from those anticipated in these forward-looking statements. Nothing contained in these T&Cs and any Accompanying Documents is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of EZCoin. Further, EZCoin disclaims any responsibility to update any of those forward- looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

10.3 Market and industry information and no consent of other persons

These T&Cs and any Accompanying Documents includes market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information.

Save for EZCoin and its respective directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in this Whitepaper and no representation, warranty or undertaking is or purported to be provided as

to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates on the same.

While EZCoin has taken reasonable actions to ensure that the information is extracted accurately and in its proper context, EZCoin has not conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein. Consequently, neither EZCoin nor its respective directors, executive officers and employees acting on their behalf makes any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

10.4 Terms used

To facilitate a better understanding of the EZCoin being offered for purchase by EZCoin, and the businesses and operations of EZCoin, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in these T&Cs and any Accompanying Documents. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage. Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations.

10.5 No advice

No information in these T&Cs and any Accompanying Documents should be considered to be business, legal, financial or tax advice regarding the EZCoin tokens, the EZCoin Coin Sale and the future EZCoin Wallet (each as referred to in the T&Cs and any Accompanying Documents). You should consult your own legal, financial, tax or other professional adviser regarding EZCoin and its respective businesses and operations. You should be aware that you may be required to bear the financial risk of any purchase of EZCoin tokens for an indefinite period of time.

10.6 No further information or update

No person has been or is authorized to give any information or representation not contained in these T&Cs and any Accompanying Documents in connection with EZCoin and its respective businesses and operations, the EZCoin as well as the Coin Offering and, if given, such information or representation must not be relied upon as having been authorized by or on behalf of EZCoin. The Coin Offering shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of EZCoin or in any statement of fact or information contained in these T&Cs and any Accompanying Documents since the date hereof.

10.7 Restrictions on distribution and dissemination

The distribution or dissemination of these T&Cs and any Accompanying Documents or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about,

and to observe, any restrictions which are applicable to your possession of these T&Cs and any Accompanying Documents or such part thereof (as the case may be) at your own expense and without liability to EZCoin. Persons to whom a copy of these T&Cs and any Accompanying Documents has been distributed or disseminated, provided access to or who otherwise have the T&Cs and any Accompanying Documents in their possession shall not circulate it to any other persons, reproduce or other-wise distribute these T&Cs and any Accompanying Documents or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

10.8 No offer of securities or registration

These T&Cs and any Accompanying Documents do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or any other form of investment product or a solicitation for investment in securities or any other form of investment product in any jurisdiction.

No person is bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of these T&Cs and any Accompanying Documents.

You are not eligible to purchase any EZCoin in the Coin Offering if you are a citizen, resident (tax or otherwise) of the People's Republic of China or a resident of a country where American embargoes and sanctions are in force, namely Iran, North Korea, Syria, Sudan, or Cuba or any other geographic area in which the purchase of EZCoin is prohibited by applicable law, decree, regulation, treaty, or administrative act. No regulatory authority has examined or approved of any of the information set out in these T&Cs and any Accompanying Documents. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and any Accompanying Documents does not imply that the applicable laws, regulatory requirements or rules have been complied with.

10.9 Risks and uncertainties

Prospective purchasers of EZCoin should carefully consider and evaluate all risks and uncertainties associated with EZCoin and its respective businesses and operations, the EZCoin and the ITS, all information set out in these T&Cs and any Accompanying Documents and the T&Cs prior to any purchase of EZCoin. If any of such risks and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of EZCoin could be materially and adversely affected. In such cases, you may lose all or part of the value of the EZCoin.

11. Dispute Resolution and Arbitration

11.1 Binding Arbitration

All disputes arising in connection with this contract or its validity shall be finally settled in accordance with the US Arbitration Rules, without recourse to the ordinary courts of law.

11.2 No Class or Representative Arbitrations

Any Dispute arising out of or related to these T&Cs is personal to you and EZCoin and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

11.3 Notice: Informal Dispute Resolution

Each Party will notify the other Party in writing of any arbitrable Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to EZCoin shall be sent by e-mail. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and EZCoin cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party or the Parties do not observe the notification period, then either you or EZCoin may, as appropriate and in accordance with this section, commence an arbitration proceeding.

12. Changes to the Terms & Conditions

We may modify, change, supplement or update these T&Cs and any Accompanying Documents in our sole discretion at any time without advance notice. We suggest that you visit the Website regularly and subscribe to our newsletter to keep up to date with any changes. Your continued use of the website and the EZCoin will confirm your acceptance of these T&Cs and Accompanying Documents as modified, changed, supplemented or updated by us. If you do not agree to such revised T&Cs you must stop using this Website and any information, links or content contained on this website and cease participating in the ITS.

13. Final provisions

13.1 Governing Law

These Terms are being governed by, construed and enforced in accordance with the laws of United States of America.

13.2 Severability

If any term, clause or provision of these T&Cs is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these T&Cs and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs. In the case of a clause not being valid or in the case that a regulation has not been included therein, this gap shall be replaced by a valid clause that the Parties would have been agreed upon if they would have known the gap.

13.3 No waiver

The failure of EZCoin to enforce any of the provisions of these T&Cs or any Accompanying Document or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these T&Cs.

Annex 1: Risk Factors

Risk of Losing Access. Loss of Private Key(s), Custodial Error or personal Error

A private key, or a combination of private keys, is necessary to control and dispose of EZCoin stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing EZCoin will result in loss of such EZCoin. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your EZCoin. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store EZCoin, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your EZCoin. Additionally, your failure to precisely follow the procedures set forth for buying and receiving EZCoin, including, for instance, if you provide an incorrect EZCoin Receipt Address, or provide an address that is not EZC compatible, may result in the loss of your EZCoin.

Risks Relating to EZC Blockchain Protocol

Because Coins and the Ecosystem are partially based on the EZC blockchain protocol, any malfunction, breakdown or abandonment of the EZC blockchain protocol may have a material adverse effect on the Ecosystem or EZCoin. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the EZCoin and the Ecosystem, including the utility of the EZCoin for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the EZC blockchain protocol.

Risks of Mining Attacks

As with other decentralized cryptographic tokens based on the EZC blockchain, the Coins are susceptible to attacks by miners in the course of validating Coin transactions on the EZC blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Ecosystem and the Coins, including, but not limited to, accurate execution and recording of transactions involving Coins.

Risks of Hacking. Security Issues

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the Coins in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, smurfing and spoofing. Furthermore, because the Ecosystem is based on open-source software, there is a risk that a third party or a member of the EZCoin team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and the Coins, including the utility of the Coins for obtaining Services.

Risks of Theft

EZCoin will make every effort to ensure that the cryptocurrency funds received from the Coin Offering will be securely held in the Escrow Wallet. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the Website, in the smart contracts on which the Escrow Wallet and the Coin Offering rely, on the EZC blockchain or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the Coin Offering is completed, EZCoin may not be able to receive the cryptocurrencies raised and may not be able to utilize such funds for the development of the Ecosystem. As such, distributed EZCoin may hold little worth or value, and this would impact its trading price.

Risks Associated with Markets for Coins

The Coins are intended to be used solely within the Ecosystem and EZCoin will not support or otherwise facilitate any secondary trading or external valuation of Coins. This restricts the contemplated avenues for using Coins to the provision or receipt of Services, and could therefore create illiquidity risk with respect to any Coins you own. Even if secondary trading of Coins 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 Coins (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

Risks of Future Sales. Issuance of Coin

Future sales or issuance of EZCoin could materially and adversely affect the market price of EZCoin. Any future sale or issuance of EZCoin would increase the supply of EZCoin in the market and this may result in a downward price pressure on EZCoin. The sale or distribution of a significant number of EZCoin outside of the Coin Offering (including but not limited to the sales of EZCoin undertaken after the Coin Offering, issuance of EZCoin to persons other than Participants for purposes of community initiatives, business development, education and market expansion and issuance of EZCoin as a reward to users of the Ecosystem), or the perception that such further sales or issuance may occur, could adversely affect the trading price of the Coins.

Risks of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Coins are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or any private insurance arranged by EZCoin, to offer recourse to you.

Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Coins and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the

Ecosystem and the Coins. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Ecosystem and the Coins. Regulatory actions could negatively impact the Ecosystem and the Coins in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Coins constitutes unlawful activity or that the Coins are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. EZCoin 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.

Risks Arising from Taxation

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

Risks of Competing Ecosystems

It is possible that alternative Ecosystems could be established that utilize similar protocols underlying the Ecosystem and attempt to facilitate services that are materially similar to the Services. The Ecosystem may compete with these alternatives, which could negatively impact the Ecosystem and Coins, including the utility of the Coins for obtaining Services.

Risks of Insufficient Interest in the Ecosystem

It is possible that the Ecosystem 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 Ecosystem) more generally. Such a lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the Coins, including the utility of the Coins for obtaining Services.

Risks Associated with the Development and Maintenance of the Ecosystem

The Ecosystem is still under development and may undergo significant changes over time. Although we intend for the Coins and Ecosystem to function as described in the Whitepaper and intend to take commercially reasonable steps toward those ends, we may have to make changes to any timelines announced in the Whitepaper, on the Website or any other official channel of EZCoin, or the specifications of the Coins or Ecosystem for any number of legitimate reasons. This could create the risk that the Coins or Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase.

Risk of Dissolution of EZCoin or the Ecosystem

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of BTC, ETH, (or other cryptographic and fiat currencies), decrease in the Coins' utility (including their utility for obtaining Services), the failure of commercial relationships, intellectual property ownership challenges, insolvency, or the liquidation of

EZCoin, the Ecosystem may no longer be viable to operate. The Participants may lose parts or all of their EZCoin purchasing price.

Risks Arising from Lack of Governance Rights

Because Coins confer no governance rights of any kind with respect to the Ecosystem or EZCoin, all decisions involving EZCoin's products or services within the Ecosystem or EZCoin itself will be made by EZCoin at its sole discretion, including, but not limited to, decisions to discontinue its products or services, to create and sell more Coins for use on the Ecosystem, or to sell or liquidate EZCoin. These decisions could adversely affect the Ecosystem and the utility of any Coins you own, including their utility for obtaining Services.

Risks Relating to the Business Partners

Especially at the start, EZCoin relies on business partners to provide certain Services, especially for Services that require licenses as financial service institutions. While we have legally-binding agreements with business partners and are already in talks with further potential partners, we cannot guarantee that business partners won't terminate their cooperation for whatever reason or that we can close new agreements with potential partners. The provision of certain Services might therefore be interrupted, delayed or cannot be offered at all.

Risks Associated with Markets for EZCoin

The EZCoin token is intended to be used solely on the Ecosystem, and EZCoin will not support or otherwise facilitate any secondary trading or external valuation of EZCoin. This restricts the contemplated avenues for using EZCoin to obtain Services or access the Ecosystem, and could therefore create illiquidity risk with respect to EZCoin you hold. Even if secondary trading of EZCoin 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 market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to EZCoin (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

Risks of Data Centre Facilities of Third Parties

EZCoin's infrastructure is established through servers that it rents at data center facilities of third parties. If EZCoin is unable to renew its data facility lease under commercially reasonable terms or at all, EZCoin may be required to transfer its servers to a new data center facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third-party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorized access to the data in such servers. As techniques used to obtain unauthorized access to, or to sabotage systems change frequently and generally are not recognized until launched against a target, EZCoin and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures. Any such security breaches or damages which occur which impact upon EZCoin's infrastructure network and/or the Ecosystem may adversely impact the price of EZCoin.

Risks of Economic Conditions

EZCoin has been and could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on EZCoin's business, operations and financial condition, including decreases in revenue and operating cash flows. Additionally, in a down-cycle economic environment, EZCoin may experience the negative effects of increased competitive pricing pressure and a slowdown in commerce and usage of the Ecosystem. Suppliers on which EZCoin relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on EZCoin's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant adverse impact on ...insert company name...'s business, financial condition and results of operations and hence the Ecosystem, which would correspondingly impact the trading price of EZCoin.

Unanticipated Risks

Cryptographic tokens such as EZCoin are a new and untested technology. In addition to the risks included in this Annex, there are other risks associated with your purchase, possession, and use of the Coins, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex.