

Your exchange of legacy network ‘STRAT Tokens’ (referred to in these Terms as “**STRATIS Legacy Tokens**”) for Stratis STRAX Tokens (referred to in these Terms as “**STRAX Tokens**”) during the Swap Period (as defined in these Terms) is subject to these Terms. You and Stratis Group Ltd, a company incorporated in England and Wales with company number 10550333 and registered address at Palladium House, 1-4 Argyll Street, London, W1F 7LD (“**we**,” “**us**,” “**our**”), are each a “**Party**” and together the “**Parties**”.

By exchanging STRATIS Legacy Tokens for STRAX Tokens during the Swap Period you agree that you have read, understood and accept these Terms. If you have any questions regarding these Terms, please contact us using the details provided at <https://www.Stratisplatform.com/contact>.

## 1. IMPORTANT TERMS

While all of these Terms are important, you should pay particular attention to: (a) the Warning of Risk set out in Section 2; (b) the information regarding Excluded Jurisdictions and Excluded Persons set out in Section 7; (c) your obligations set out in Section 9; (d) our remedies set out in Section 10; and (e) the disclaimers set out in Section 11; (f) our Liability to you as set out in Section 12; and (g) when these Terms may be terminated by us as set out in Section 13.

You should also be aware that the STRAX Token supply will not just mirror the current supply of STRATIS Legacy Tokens. As part of the Token Swap, we will be minting an additional 25,000,000 STRAX Tokens (“**Additional Tokens**”) which will be retained by us and may be used by us to further develop our platform and to further incentivize business opportunities, more information can be found in the Stratis ‘STRAX’ Mainchain Description.

## 2. WARNING OF RISK

2.1. You acknowledge that Virtual Currencies, Blockchain Technology, and STRAX Tokens are new and relatively untested. They carry inherent risks (that are outside of our control) as they have technical vulnerabilities, may undergo a community-led change in operating model or technical features (often referred to as a ‘Fork’) or algorithmic adjustments, and their regulatory status may change at any time in any one or multiple jurisdictions. In addition to this, the value of any Virtual Currency is subject to market forces and its value is not backed by any government or other entity.

2.2. We may provide liquidity if a secondary market for trading STRAX Tokens comes into existence, provided that any provision of such liquidity by us in relation to secondary trading of STRAX Tokens is at our sole discretion and may be withdrawn by us at any time. Furthermore, other than through minting the Additional Tokens and burning (destroying) STRAX Tokens, we cannot control and are not responsible for any volatility in supply, demand and price of STRAX Tokens that may arise in connection with such market should it come into existence, and any such volatility in supply, demand and price is the sole risk of a STRAX Token holder.

2.3. We make no warranties, representations, conditions, guarantees or equivalent (whether express or implied) as to the value, utility or legal status of any Virtual Currency (including STRAX Tokens), in any jurisdiction, and we assume no responsibility for your management of Virtual Currencies (including STRAX Tokens.)

2.4. You warrant and represent that, before exchanging your STRATIS Legacy Tokens for STRAX Tokens, you have carried out adequate research into: (a) the risks and disadvantages of Virtual Currencies, the Wallet and smart contracts (and have sufficient understanding of the functionality, usage and storage of Virtual Currencies); and (b) whether you are in contravention of Section 7 by

exchanging STRATIS Legacy Tokens for STRAX Tokens, you confirm to us that you accept the risks and disadvantages of Virtual Currencies and warrant and represent that you are not in breach of Section 7.

2.5. STRAX Tokens which do not form part of a Swap Distribution after expiry of the Swap Period will be retained by us and will be destroyed (burned) by us on the 16<sup>th</sup> October 2021.

### 3. DEFINITIONS

3.1. In addition to terms defined within the body of these Terms, the following definitions and rules of interpretation apply in these Terms:

“**Blockchain Technology**” means a continuously growing list of groups of records, called blocks, which are decentralised, linked sequentially and authenticated using public-key cryptography.

“**Confidential Information**” means any information (whether written, electronic or oral) which has been designated as confidential in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) and information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights or know-how.

“**Consumer**” has the meaning given to it by applicable law, including in respect of individuals in the United Kingdom, the meaning given to it by section 2(3) of the Consumer Rights Act 2015;

“**Fork**” means a change to the underlying protocol of a Virtual Currency network that results in more than one version of that Virtual Currency.

“**Liability**” means any liability under or in connection with these Terms, whether or not foreseeable or in the contemplation of the Parties at any time, in or under contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, indemnity or otherwise. “**Liable**” will be construed accordingly.

“**Private Key**” means the secret code or text that is personal to you and is used with an algorithm to encrypt and decrypt code allowing you to access your Wallet.

“**Stratis ‘STRAX’ Mainchain**” means the Blockchain Technology where STRAX Tokens are issued.

“**Virtual Currency**” means a cryptocurrency, digital currency, digital asset, cryptoasset or other such similar term, for example, bitcoin or ether but does not include a derivative of a Virtual Currency, or a security, as defined under applicable law.

“**Virtual Currency Exchange**” means an exchange where it is possible to exchange Virtual Currencies for other Virtual Currencies, fiat currency for Virtual Currencies and/or Virtual Currencies for fiat currency.

“**Wallet**” means a wallet for the collection, storage and control of Virtual Currencies.

3.2. Headings used in these Terms are for convenience or reference only and shall not be construed as altering the meaning of these Terms or any of its parts.

3.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

3.4. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.

3.5. A reference to a statute or statutory provision is a reference to it as amended, extended or substantially replaced from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

3.6. A reference to writing or written includes email.

3.7. A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document (as applicable) as varied or transferred (in each case, other than in breach of the provisions of these Terms) from time to time.

3.8. References to Sections are to the sections of these Terms.

3.9. Any words following the terms **“including”**, **“include”**, **“in particular”**, **“for example”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

#### **4. STRAX TOKENS**

4.1. A description of the services STRAX Tokens may be used in connection with (the **“Services”**) and the Stratis ‘STRAX’ Mainchain is provided in the **“Stratis ‘STRAX’ Mainchain Description”**, which may be updated by us from time to time and can be accessed at <http://www.Stratisplatform.com> (**“Stratis Website”**). Except as expressly provided in these Terms, the Stratis ‘STRAX’ Mainchain Description is an illustrative document, does not create any legal obligations and does not form part of these Terms.

4.2. STRAX Token holders are eligible for the Services, but STRAX Tokens themselves carry no rights, express or implied. In particular, STRAX Tokens do not grant and shall not be construed as granting any legal, governance or other rights over or in relation to us, including shareholder rights, statutory rights, rights to dividends or rights to profits and there is no guarantee that a STRAX Token can be used in connection with the Services.

4.3. You acknowledge that the listing of STRAX Tokens on any Virtual Currency Exchange is subject to the discretion of the relevant third party exchange operator, based on its compliance review, listing criteria and other factors. We give no warranties, representations, guarantees, conditions or equivalent (whether express or implied) that STRAX Tokens will be exchangeable on any Virtual Currency Exchange at any time.

#### **5. SCOPE OF TERMS**

5.1. These Terms govern only your exchange of ‘STRATIS Legacy Tokens’ for STRAX Tokens during the Swap Period (the **“Token Swap”**).

5.2. Any use of STRAX Tokens, including in connection with the Services is not governed by these Terms and will be governed by other applicable terms and policies.

5.3. STRATIS Legacy Tokens will be exchanged for STRAX Tokens as part of the Token Swap at the conversion ratio of 1:1 (1 STRATIS Legacy Token = 1 STRAX Token). Details of how to take part in the Token Swap are shown on the Stratis Website.

## 6. TOKEN SWAP PROCEDURE

6.1. Only STRATIS Legacy Tokens are accepted in the Token Swap. Any other type of consideration, including any type of fiat currency or other Virtual Currency will not be accepted.

6.2. STRATIS Legacy Tokens can be submitted in exchange for STRAX Tokens from **15<sup>th</sup> October 5 PM GMT until 9 AM GMT on 12<sup>th</sup> November 2020** GMT (the “**Swap Period**”). We may extend the Swap Period in our sole discretion and will post an update on the Stratis Website in the event that we do so.

6.3. After completion of the Token Swap, you will be credited with the appropriate number of STRAX Tokens based on the total amount of ‘STRATIS Legacy Tokens’ you exchanged during the Token Swap (“**Swap Distribution**”). Swap Distributions will be made electronically to the Wallet associated with your Token Swap.

## 7. EXCLUDED JURISDICTIONS AND EXCLUDED PERSONS

7.1. STRAX Tokens are not offered for use to persons or legal entities which are located, registered, domiciled or resident in: (a) jurisdictions with strategic anti-money laundering / counter-financing of terrorism deficiencies most recently identified by the Financial Action Task Force; or (b) any jurisdiction where the receipt or holding of STRAX Tokens violates applicable law or regulations. Any jurisdiction under (a) and (b) being an “**Excluded Jurisdiction**”.

7.2. STRAX Tokens are not offered for use to persons or legal entities or digital Wallet addresses which are sanctioned under US (OFAC), EU, UN, UK (OFSI) or any other applicable sanctions lists (“**Excluded Person**”).

7.3. You warrant and represent that you are not: (a) an Excluded Person; (b) an individual who is resident in an Excluded Jurisdiction when agreeing to these Terms or participating in the Token Swap; (c) an individual habitually resident in an Excluded Jurisdiction; (d) a corporation, partnership or other legal entity formed under the laws of any Excluded Jurisdiction; (e) an agency, branch or office located in an Excluded Jurisdiction of a corporation, partnership or other legal entity that was formed under the laws of any country other than an Excluded Jurisdiction; (f) a trust of which any trustee, settlor or beneficiary is described in this Section 7.3; (g) a legal entity where more than 25% of the shares of which are owned by or for the benefit of an individual or entity described in this Section 7.3; or (h) an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in this Section 7.3.

7.4. You further warrant and represent that your participation in the Token Swap is: (a) made on your own behalf as principal; and (b) not communicated to us from a source within an Excluded Jurisdiction.

7.5. Due to STRAX Tokens being offered on the Internet there is a possibility of STRAX Tokens coming into the possession of persons or legal entities that are Excluded Persons or located in an Excluded Jurisdiction. We explicitly prohibit such persons or legal entities from holding STRAX Tokens and any STRAX Tokens held by such persons or legal entities shall be null and void; and shall be revoked, destroyed (burned) or returned to us (at our sole election) without further notice. Such

persons or legal entities are not eligible for the Services and to the maximum extent permitted by applicable law, we shall not be Liable to such persons or legal entities for any loss or damage they suffer in connection with their holding or our destroying (burning) of such STRAX Tokens.

## **8. SECURITY**

You are responsible for: (a) implementing reasonable measures for securing the Wallet, vault or other storage mechanism you use to receive and hold STRAX Tokens you receive in the Token Swap or thereafter, including any requisite Private Key(s) or other credentials necessary to access such storage mechanism(s); and (b) properly configuring any hardware, software and systems (including your Wallet and Private Key) used or required in connection with the Token Swap and your holding of STRATIS Legacy Tokens, STRAX Tokens and other Virtual Currencies. If your Private Key(s) or other access credentials are lost, you may lose access to your STRAX Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to: private keys required to access any relevant Stratis 'STRAX' Mainchain address or your STRAX Tokens.

## **9. YOUR OBLIGATIONS**

9.1. By participating in the Token Swap, you warrant and represent that: (a) you are of legal age to form a binding contract (at least 18 years old in most jurisdictions); (b) all information you provide to us is true, complete, valid and not misleading; (c) you shall not use STRAX Tokens in any way which: (i) is harmful, unlawful or illegal; (ii) may give rise to civil or criminal liability for us or any of our personnel; (iii) in our sole discretion, may bring us or any of our personnel into disrepute; (iv) is on behalf of a third party; or (v) is not expressly authorised by these Terms; (d) you obtained and were given sufficient information about STRAX Tokens to make an informed decision and have taken requisite advice (commercial, technical, legal or otherwise) in connection with your acquisition or control of STRAX Tokens; (e) you are acquiring or gaining control over STRAX Tokens in order to be eligible for the Services and for no other purpose; and (f) your receipt of a STRAX Token complies with all laws and regulations applicable to you or the jurisdiction in which you are located, registered, domiciled or resident, including: (i) having legal capacity and any other threshold requirements in its jurisdiction for acquiring or taking control of STRAX Tokens and entering into contracts with us; (ii) any foreign exchange or regulatory restrictions applicable to STRAX Tokens; and (iii) any governmental or other consents that may need to be obtained.

9.2. You agree to fully reimburse and compensate us on demand for any and all damages, Liability and costs (including reasonable legal fees) incurred by us in connection with any claim arising out of: (a) any fraud or fraudulent misrepresentation you commit; (b) any inaccuracy or defect in any of the information you provide to us; (c) any breach of applicable law or regulation by you; (d) any failure to comply with guidelines or reasonable instructions issued by us from time to time related to the Token Swap or STRAX Tokens; (e) any breach by you of these Terms; and (f) third party claims arising from your participation in the Token Swap or your holding of STRATIS Legacy Tokens and STRAX Tokens.

9.3. You shall cooperate with us in the defence of any claim we receive in relation to your participation in the Token Swap and your holding of STRATIS Legacy Tokens and STRAX Tokens.

## **10. OUR REMEDIES**

We may (a) terminate any legal agreements that you have entered into with us without further notice; and (b) cancel any STRAX Tokens held by you without further notice if: (i) we discover at any time that you are not eligible to hold STRAX Tokens; (ii) any of the warranties in Section 9.1 are or become incomplete, misleading, untrue or disclaimed; or (iii) you have breached these Terms or violated our

rights or the rights of any third party. If we exercise these rights, your STRAX Tokens shall be void and you shall have no right to access the Stratis 'STRAX' Mainchain. These rights are in addition to our other rights and remedies at law.

## **11. DISCLAIMERS**

11.1. You agree that, unless expressly stated in these Terms, to the extent permitted by applicable law, under no circumstances will you have any right against us or any other party to request or require a refund or compensation in respect of STRATIS Legacy Tokens you exchanged in the Token Swap. You further agree that, to the extent permitted by applicable law, you have no right or remedy against us for any loss or damage suffered as a result of the termination of legal agreements, cancellation of STRAX Tokens or loss of access to the Stratis 'STRAX' Mainchain in accordance with Section 10. You understand that without your agreement on this matter, we would not allow you to participate in the Token Swap or allow you to exchange STRATIS Legacy Tokens for STRAX Tokens.

11.2. Subject to Sections 11.4 and 12.1, STRAX Tokens are provided on an "as is" and "as available" basis and, to the extent permitted by applicable law, without warranty or condition of any kind, either expressed or implied, including, implied warranties or conditions of satisfactory quality, fitness for a particular purpose, and non-infringement.

11.3. You agree that STRAX Tokens, the internet and other technology (including Blockchain Technology and the Stratis 'STRAX' Mainchain) upon which we rely is never completely error free and technical disruptions and human error may interfere with the receipt or use of (or cause a loss of) STRAX Tokens. Any malfunction, unintended function or unexpected functioning of the Stratis 'STRAX' Mainchain on which STRAX Tokens are issued or the network protocol may cause STRAX Tokens to malfunction or function in an unexpected or unintended manner. Virtual Currencies may themselves lose value and impact the value of STRAX Tokens. Other unforeseeable changes to Blockchain Technology, whether intended or not, may likewise impact the value and usability of STRAX Tokens.

11.4. If you are a Consumer, you have certain statutory rights and remedies as stated in Section 12.5 and nothing in these Terms affects these.

11.5. We give no representations, warranties, conditions, guarantees or equivalent (whether express or implied) that STRAX Tokens are not considered a security in any jurisdiction and you agree that the Token Swap, Blockchain Technology, the Stratis 'STRAX' Mainchain and networks, Virtual Currencies, STRATIS Legacy Tokens and STRAX Tokens could be impacted by regulatory inquiries or actions, including restrictions on the use or possession of Virtual Currencies. You undertake not to use or sell STRAX Tokens in a jurisdiction where their use or sale is illegal and you shall bear your own legal or financial consequences if STRAX Tokens are deemed by a competent authority to be a security, classified as illegal in a certain jurisdiction or regulatory action impedes or limits their existence, permissibility of use, possession and value in any jurisdiction.

11.6. You acknowledge and agree that the Stratis 'STRAX' Mainchain Description is only a guidance document and we make no warranties, conditions, representations, guarantees or equivalent (whether express or implied) as to: (a) its contents (which may be updated from time to time); or (b) whether or not the Stratis 'STRAX' Mainchain or STRAX Tokens will conform with the descriptions provided in it.

11.7. We are not in a position, nor shall these Terms be construed as requiring or obliging us, to keep holders of STRAX Tokens up to date with all information on the development of the Stratis 'STRAX' Mainchain or the progress we are making.

11.8. The development of the Stratis 'STRAX' Mainchain, has been designed to meet a perceived need in the market. It is possible that the Stratis 'STRAX' Mainchain, Services and/or STRAX Tokens will not be used by a large enough number of individuals, businesses or other organisations and that there will be limited public interest in the creation and development of its functionalities to make their development or maintenance commercially viable. It is also possible that a change in law or regulation means that the Stratis 'STRAX' Mainchain, Services and/or STRAX Tokens become inviable or unfeasible to proceed with as anticipated. Such lack of interest or change in law or regulation could impact the funding and development of the Stratis 'STRAX' Mainchain and consequently the usability of STRAX Tokens.

11.9. No guarantees are given in relation to the capacity or volume of any Virtual Currency Exchanges on which STRAX Tokens may become exchangeable.

## **12. LIMITATION OF LIABILITY**

12.1. Nothing in these Terms shall limit or exclude Liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.

12.2. Subject to Section 12.2 and 12.4, we shall not be Liable for any: (a) indirect, special or consequential loss or incidental loss; (b) loss of profit; (c) loss of business or business opportunity; (d) loss of revenue; (e) loss of anticipated savings; (f) wasted expenditure; (g) loss of goodwill; (h) loss or corruption of data; (i) loss caused by a failure by you to follow our reasonable instructions; or (j) loss caused by any third party.

12.3. Subject to Sections 12.1, 12.2 and 12.4, our total aggregate Liability for any and all events shall be limited to the lesser of: (a) the total value of the STRATIS Legacy Tokens exchanged by you (measured in British pounds sterling market equivalent value as at the time and date of such exchange (at a rate determined by us in our sole discretion)); and (b) £1,000.

12.4. If you are a Consumer, nothing in these Terms shall limit to less than the total value of the STRATIS Legacy Tokens exchanged by you (measured in British pounds sterling market equivalent value as at the time and date of such exchange (at a rate determined by us in our sole discretion)) our liability to you for our failure to perform the Token Swap under these Terms with reasonable skill and care.

12.5. In some jurisdictions consumer protection laws may not allow certain disclaimers or exclusions or limitations of liability and consequently some of the disclaimers, exclusions and limitations of liability in these Terms may not apply in whole or in part.

## **13. TERMINATION**

We may terminate these Terms immediately by written notice to you if: (a) there is a risk that performance of these Terms may be significantly impacted or delayed because of unforeseeable events detailed at Section 16; (b) you have breached these Terms; (c) any of the information provided by you was (in our sole discretion) false or misleading; or (d) we reasonably believe we are (or may be) subject to a legal or regulatory obligation that impacts our ability to perform our obligations contained in these Terms.

## **14. CANCELLATION**

14.1. Your exchange of STRATIS Legacy Tokens for STRAX Tokens during the Swap Period is final, and there are no refunds, credits or cancellations or rescissions except as may be required by applicable law or regulation. We will provide you web-based support only, in our sole discretion, which support may include Telegram group chat and knowledge base support. We will not provide telephone or live support. By participating in the Token Swap, you acknowledge and agree unconditionally and irrevocably to waive any right of set-off, netting, counterclaim, abatement or other similar remedy which you might otherwise have in respect of any STRATIS Legacy Tokens and/or STRAX Tokens under these Terms under the laws of any jurisdiction.

14.2. In order to take part in the Token Swap you provided your express consent for us to exchange your STRATIS Legacy Tokens for STRAX Tokens in accordance with these Terms as soon as you provide your STRATIS Legacy Tokens for the Token Swap. If you are a Consumer, you understand and agree that we have fully performed the services involved in the Token Swap at that point, you cannot cancel the transaction and the STRATIS Legacy Tokens that led to that Swap Distribution have been destroyed (burned) and are not refundable.

## **15. EFFECTS OF TERMINATION**

On termination of these Terms for any reason: (a) any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination shall not be affected; and (b) any Sections of these Terms that by their nature are intended to survive shall continue in force, including 3, **Error! Reference source not found.**, 9 to 13 and 16 and 17.

## **16. UNFORESEEABLE EVENTS**

We will not be Liable for any delay or non-performance of our obligations under these Terms arising from any cause or causes beyond our reasonable control including, governmental act, hacking, viruses or other malicious code, accident, strikes, lock-outs or other industrial action, breakdown of plant or machinery, your negligence or lack of understanding of Virtual Currencies, Blockchain Technology or networks, loss, theft or destruction of your Private Key, advances in technology or cryptography (including the development of quantum computers) that effects the security, usability or value of Virtual Currencies, mining attacks, including double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks, a change in the exchange rate or value of any Virtual Currency (including as a result of our acts or omissions), any legal, regulatory or technical changes in any part of the world relating to Virtual Currencies or Blockchain Technology, technical vulnerabilities in any Virtual Currencies or Blockchain Technology, a community decision to change the operating model, or technical features of a Virtual Currency (whether or not this results in a 'Fork') or make algorithmic adjustments (including to difficulty algorithms) to a Virtual Currency, your chosen method of storing and moving Virtual Currencies (including the security systems you have in place for your Wallet and Private Key) or the acts or omissions of our bank or banking services providers.

## **17. GENERAL**

17.1. If we do not insist immediately that you do something that is required under these Terms, or if we delay in taking steps against you in respect of you breaking these Terms, this will not mean that you will not have to do those things and it will not prevent us from taking steps against you at a later date.

17.2. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this Section 17.2 shall not affect the validity and enforceability of the rest of these Terms.

17.3. We may transfer our rights and obligations under these Terms to another organisation. We will inform you if this happens and will ensure that the transfer will not materially affect your rights under these Terms. You may not transfer your rights or obligations under these Terms to another person. If you breach this restriction: (a) we may terminate any legal agreements that you have entered into with us without further notice; and (b) we may cancel any STRAX Tokens held by you without further notice. If we exercise these rights, your STRAX Tokens shall be void and you shall have no right to access the Stratis 'STRAX' Mainchain. These rights are in addition to our other rights and remedies at law. You confirm that you have no right or remedy against us for any loss or damage suffered as a result of the termination of agreements, cancellation of the STRAX Tokens or loss of access to the Stratis 'STRAX' Mainchain in accordance with this Section.

17.4. These Terms are between us and you. No other person shall have any rights to enforce any of the terms. Neither us nor you will need to get the permission of any third party to make any changes to these Terms.

17.5. You shall not disclose our Confidential Information to any third party that is not legally bound to keep such Confidential Information confidential and you shall inform us if you become aware of any unauthorised disclosure of our Confidential Information.

17.6. It is your responsibility to determine what, if any, taxes apply due to your participation in the Token Swap and your holding of STRAX Tokens, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your participation in the Token Swap or holding of STRAX Tokens or for collecting, reporting, withholding or remitting any taxes arising from any Virtual Currency transactions.

17.7. All notices, invoices, requests, demands or communications required or permitted in respect of your participation in the Token Swap or holding of STRAX Tokens shall be in writing and delivered personally, by email to us using the details shown on the Stratis Website and to you using such details as you have provided to us. All notices, requests, demands or communications shall be deemed received upon receipt for personal delivery, the date of sending if sent using email (provided no automatic bounce back is received) or 7 days following the date of sending if sent using post. This Section 17.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.

17.8. Nothing in these Terms are intended to, or shall be deemed to, establish any partnership or joint venture between us and you, cause us or you to be agent of any other person, or authorise us or you to make or enter into any commitments for or on behalf of any other person. We and you both confirm we are acting on their own behalf as principal and not for the benefit of or on account of any other person.

17.9. We may modify these Terms at any time by posting a revised version on the Stratis Website or other channel we make available. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Stratis Website and other channels regularly for modifications. Your

continued use of STRAX Tokens or the Stratis 'STRAX' Mainchain after any modification become effective constitutes your acceptance of the modification. We last modified these Terms on the date listed at the beginning of these Terms.

17.10. These Terms constitute the entire agreement and understanding between us relating to the Token Swap and your holding of STRAX Tokens. You agree that all statements, representations, warranties, conditions and undertakings on which you rely are incorporated into these Terms and you do not rely on (and shall have no remedy in respect of) any statement, representation (including any misrepresentation), warranty, condition or undertaking (whether negligently or innocently made) of any person (in each case whether contractual or non-contractual) which is not expressly set out in these Terms, including in particular any that are set out in the Stratis 'STRAX' Mainchain Description. Without prejudice to Section 12.1, you agree that you will have no remedy in relation to these Terms for innocent or negligent misrepresentation, negligent misstatement or mistake based on any statement in or made in relation to these Terms.

## **18. DISPUTE RESOLUTION AND COMPLAINTS**

18.1. These Terms (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation) shall be governed by and interpreted in accordance with English law. You irrevocably submit to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising out of, under or in connection with these Terms (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation). We may bring any claim, dispute or matter before the courts of the country in which you are located, registered, domiciled or resident.

18.2. If you have a complaint or query about these Terms or their subject matter, you should contact us using the details shown on the Stratis Website.