# **TERMS AND CONDITIONS FOR CROWN TOKEN**

# PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IT AFFECTS YOUR RIGHTS.

These Terms and Conditions for CROWN Token (hereinafter referred to as the "T&Cs") apply to the of cryptographic tokens with the purchase and use the smart contract address 0xF3Bb9F16677F2B86EfD1DFca1c141A99783Fde58 named CROWN (hereinafter referred to as "CROWN" or "Token") issued by Vega Investment Group Limited, a company incorporated in the British Virgin Islands with company number 2100681 (hereinafter referred to as the "Company" or "We" or "Us"). These T&Cs constitute a binding agreement between you and the Company. In these T&Cs, each of you and the Company are individually referred to as a "Party" and collectively referred to as "Parties".

By purchasing the Token from Us, you, as a purchaser who directly purchases the Token from Us ("You") will be bound by these T&Cs and all terms incorporated by reference. Please read these T&Cs carefully before purchasing our Token. These T&Cs affect your obligations and legal rights, including but not limited to waiver of rights and limitation of liability. If You do not agree to these T&Cs, do not participate in purchasing and using our Token.

You agree to buy and we agree to sell CROWN in accordance with the following terms:

# 1. PURPOSE AND USE OF TOKENS

The current purpose of CROWN is to participate in the voting of content designs of animated feature films and series, such as character designs and sceneries, through a platform that the Company and its affiliates are developing or coordinating. Other use cases and utilities provided in the project roadmap as described further in the whitepaper at http://www.crowntoken.io/whitepaper or other links which may be accessed through www.crowntoken.io. (hereinafter referred to as the "Whitepaper") may be implemented in the future.

CROWN do not confer any rights, express or implied, other than the rights described above and the rights to use the Token as a means to participate in the platform, if successfully completed and deployed, in a manner consistent with its purpose. In particular, You understand and accept that CROWN does not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the platform, and/or the Company and its affiliates, other than rights relating to the use of the platform, subject to limitations and conditions in these T&Cs and applicable platform terms and policies. CROWN is not intended to be a digital currency, security, commodity, or any other kind of financial instrument.

#### 2. SCOPE OF T&Cs

Unless otherwise state herein, these T&Cs govern both the purchasing of CROWN offered by the Company and the use of CROWN. We may amend these T&Cs at our sole discretion, and from time to time.

# 3. ELIGIBILITY

In order to be eligible to participate in purchasing or using CROWN, You may be required to provide all personal information as required by the Company or its agents, as part of its Know Your Customer ("KYC") process. We may choose to nominate third party service providers to collect and verify KYC information on our behalf, who may also require You to accept their terms and conditions or privacy policy agreements. Collected information may include a current passport and up-to-date driver's license, utility bill, government identification cards, or sworn statements ("KYC Information"). You consent to the Company or its nominee keeping and using, in accordance with applicable data protection laws, a copy of such information for transactional record keeping purposes.

We are not responsible for any delays, losses, costs, non-delivery of refunds of CROWN, or other issues arising from your failing to provide a token receipt address or providing an inaccurate or incomplete token receipt address.

The Company reserves the right to prohibit any and all purchasing of CROWN to users domiciled or located in a country or territory it deems (in its sole and absolute discretion) as prohibited, restricting, or subjecting to regulatory requirements, any cryptographic token or digital asset related activities, including but not limited to Algeria, Bangladesh, China, Egypt, Iran, Iraq, Morocco, Nepal, North Korea, Qatar, Singapore, Tunisia, the United States of America. CROWN may not be offered to any person resident in the British Virgin Islands for purchase. The Company does not intend to conduct any cryptographic token or digital asset related activities which may be prohibited or subject to regulatory requirements in those jurisdictions.

# 4. RIGHTS OF CROWN HOLDERS

By purchasing CROWN, You will have certain rights as described in the Whitepaper to participate or use any particular services provided by the Company. In particular, the current utilities and services provided by the Company are the voting on content of animated feature films and series, such as character designs and sceneries. The terms and conditions for exercising such voting rights are incorporated in specific terms and conditions which may be accessed through www.crowntoken.io, including the CROWN Platform Website Terms prescribed at http://www.crowntoken.io/termsandconditions.

You acknowledge that we may amend or add certain rights and utilities in CROWN in accordance with Company's roadmap or project plan as described in the Whitepaper at our sole discretion and from time to time.

# 5. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that there are risks associated with purchasing CROWN, holding CROWN and using CROWN for receiving services on the platform as prescribed and disclosed in the Whitepaper at http://www.crowntoken.io/whitepaper or other links which may be accessed through www.crowntoken.io. If You have any questions regarding these risks, please contact us at info@crowntoken.com. For the avoidance of doubt, the Disclaimer Section as provided in the Whitepaper shall form an integral part of these T&Cs.

In purchasing and using CROWN, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

#### 6. SECURITY

Your Security: You are responsible for implementing reasonable measures for securing the blockchain wallet, vault or other storage mechanisms You use to receive and hold CROWN You purchase 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 Token. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant address or your Token and (iii) your username, password and any other login or identifying credentials.

Your Information: We may use aggregate statistical information about your activity, including your activity on the Company site, wallet address and logins to various websites, for marketing or any other purpose at our sole discretion. We may use your internet protocol address, and wallet address to verify your purchasing of CROWN. However, we will not release your personally-identifying information to any third party without your consent, unless permitted by law or as set forth in these T&C, our privacy policy or any other platform terms and policies, all of which You have agreed to.

# 7. PERSONAL INFORMATION

We may determine, at our sole discretion, that it is necessary to obtain certain information about You in order to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any KYC or anti-money laundering requirements and policies, in connection with providing Token to You. You agree to provide us, or our nominee, such information promptly upon request.

The protection of your personal information is important to us and will be collected, used, processed, and disclosed in accordance with all relevant laws and regulations. Please explore and read our Privacy Policy with respect to our services located at https://crowntoken.io/privacypolicy or other links which may be accessed through www.crowntoken.io.

# 8. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in relation to CROWN, including but not limited to the movie, animated movie, live streaming video and any other products or services developed or coordinated by the Company with a third-party, as described in the Whitepaper, belongs to the Company or the relevant third-party and You shall have no rights in or to the Company software, services, or intellectual property rights other than the right to use them in accordance with these T&Cs.

#### 9. TAXES

You are solely responsible for determining what, if any, taxes apply to the purchasing of Token, 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 Token. You agree not to hold the Company or any Company Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Token, or any other action or transaction related to the platform.

# 10. REPRESENTATIONS AND WARRANTIES

By purchasing CROWN, You represent and warrant that:

- (1) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as blockchain wallets), the Token, and distributed ledger technology to understand these T&Cs and to appreciate the risks and implications of receiving the Token;
- (2) You have read and understand these T&Cs (including the totality of the Disclaimer Section of the Whitepaper which is incorporated in these T&Cs);
- (3) You have had the opportunity to ask questions about the Company, the Token, and the Whitepaper. All your questions have been answered to your satisfaction;
- (4) You have obtained sufficient information about the Token to make an informed decision to purchase the Token;
- (5) You understand that the Token currently only confer the right to transfer value within the platform and confer no other rights of any form with respect to the platform or the Company, including but not limited to, any voting (other than the voting on content of animated feature films and series), distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (6) You will comply with any applicable tax obligations in your jurisdiction that may be relevant to your purchase, holding, receiving, redemption, sale, or transfer of the Token;
- (7) You agree to promptly provide to the Company, its representative, or its nominee, upon request, proof of identity, KYC Information, and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering and counter-terrorist financing legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance;
- (8) Any information You have provided to the Company is true and accurate and You acknowledge that the Company has relied on such information to verify your identity, eligibility to purchase the Token, and the completion of payment for the purchase. Such information may include your personal information such as name, address, email address, nationality, KYC Information as listed in Clause 3 above, or transaction information such as transaction hash;
- (9) The funds You use to purchase the Token, whether fiat currencies, cryptocurrencies, digital tokens or otherwise are legally and legitimately acquired by You and shall not violate any applicable laws, including without limitation sanction laws, anti-money laundering laws, and anti-corruption laws;
- (10) You understand that once You purchase the Token, the Company has no obligation to fulfill or meet your request for any refund of the purchase price paid or transferred for the purchase under any circumstance;
- (11) You have the legal capacity and authority to accept these T&Cs and to be bound by its terms;
  - a. If You are a natural person, You are of legal age in your country of residence;
  - b. If You are a juristic person or acting on behalf of a juristic person, You or the juristic person You are representing is an entity duly organized and validly existing under the laws of the jurisdiction of formation, and that by accepting

these T&Cs, You have obtained all requisite corporate actions, and no other corporate actions are necessary;

- (12) You understand with regard to Token, that We make no guarantees that You will be able to resell Token, or as to its future value, and that no market liquidity may be guaranteed and that the value of Token over time may experience extreme volatility or depreciate in full;
- (13) You understand that You bear the sole responsibility to determine whether your interactions with the platform, the ownership or use of the Token, the potential appreciation or depreciation in the value of the Token over time, the sale and purchase of the Token and/or any other action or transaction related to the platform may have tax implications; further, by obtaining, holding or using the Token, and to the extent permitted by law, You agree not to hold any third party (e.g., developers, auditors, contractors, or founders) liable for any tax liability associated with or arising from the ownership or use of the Token or any other action or transaction related to the platform;
- (14) You understand that the purchasing of Token does not involve the receiving of shares or any instruments of a similar nature in any existing or future public or private company, corporation or other entity in any jurisdiction;
- (15) If You are purchasing Token on behalf of a legal 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);
- (16) You own blockchain wallet(s) You present to the Company to receive the transfer of the Token(s) from the purchase; and
- (17) You agree not to allow anyone to use your blockchain wallet or share your credentials with any other person for the purpose of facilitating their unauthorized access to the purchasing of Token.

If You do share your credentials with anyone, we will consider their activities to have been authorized by You. You alone are responsible for any acts or omissions that occur during the purchasing of Token through the use of your credentials. We reserve the right to suspend or block your access to the Token upon suspicion of any unauthorized access or use, or any attempted access or use, by anyone associated with your credentials.

#### 11. INDEMNIFICATION

a. To the fullest extent permitted by applicable law, You will indemnify, defend and hold harmless the Company and our 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 (the "Company Parties") from and against all actual and threatened claims, lawsuits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by Company Parties or third parties including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively referred to as "Claims") arising from

or relating to (i) your acquisition or use of Tokens, (ii) the performance or non-performance of your responsibilities or obligations under these Terms, (iii) your breach or violation of these Terms, (iv) any inaccuracy in any representation or warranty made by You, (v) your violation of any rights (including, but not limited to, intellectual property rights) of any other person or entity or (vi) any act or omission of yours that is negligent, unlawful, or constitutes willful misconduct. This foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Parties under applicable law.

b. The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Clause11(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between You and the Company.

# 12. DISCLIAMER

To the fullest extent permitted by applicable law and except as otherwise specified in a writing by us,

- (a) the Token are made available on an "AS IS" and "AS AVAIABLE" basis without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the Token (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise;
- (b) we do not represent or warrant that the Token are reliable, current, error-free, or defect-free, meet your requirements, or that any defects will be corrected; and
- (c) we cannot and do not represent or warrant that the Token or the delivery mechanism for Token are free of viruses or other harmful components.

No regulation authority has examined or approved any of the information set forth in these T&Cs or any related documentation or communication by the Company. No such action has been or will be taken under the laws, regulatory requirements, or rules of any jurisdiction.

Neither these T&Cs nor any related documentation or communication by the Company constitutes a prospectus or offering document and is neither an offer to sell nor the solicitation of an offer to buy any investment, security, collective investment scheme, capital market product, or financial instrument in any jurisdiction.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to You.

#### 13. LIMITATION OF LIABILITY

You acknowledge and agree that, to the fullest extent permitted by law, in no event shall we be held liable for any loss or damage You suffer arising out of or in any way connected with Your use of, or inability to use, the Tokens. We shall not be held liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including loss if profits, loss of revenues, loss of goodwill, or loss of data, in any way whatsoever arising out of the use of, or inability to use, or receive the Token or associated with the smart contract implemented in relation to the Token.

In case of direct liability, damages must be actual and proven.

You acknowledge that the Company is not liable for the conduct of third parties, including other receiver of the Token, and that the risk of receiving and using the Token rests entirely with You.

No provision in these T&Cs will be deemed to exclude or limit the liability of the VEGA to You in respect of any fraud or fraudulent misrepresentation made by us.

The liability of the Company, our officers, directors and employees for any loss or damage that arises out of, or is connected with, any claim asserted by You in connection with your purchase or use of the Token with the Company shall in all cases be limited to, and under no circumstances shall exceed the purchase price paid by You to the Company for the direct purchase of Tokens from Us. The limitation of liability reflects the allocation of risk between the Parties

This LIMITATION OF LIABILITY and exclusions in this section will apply to the fullest extent permitted by the law. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to You.

# 14. RELEASE

To the fullest extent permitted by applicable law, You release the Company and the other Company Parties from responsibility, liability, claims, losses, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between You and the acts or omissions of third parties.

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

#### 15. DISPUTE RESOLUTION AND ARBITRATION

All disputes between You and Us shall be resolved by binding arbitration. In particular, arbitration is a form of private dispute resolution and replaces the right to go to court. In the absence of this arbitration agreement, You may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Your acceptance of these T&C constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these T&C and can award the same damages and relief as a court (including attorney's fees).

# (a) Arbitration

Any dispute, controversy, or claim arising out of, relating to, or in connection with these T&Cs, including any question regarding its existence, validity or termination, or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration administered by the BVI International Arbitration Centre ("BVI IAC") in accordance with the BVI IAC Arbitration Rules. ("BVI IAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Clause 15. The law of this arbitration clause shall be the laws of the British Virgin Islands. The place of the arbitration shall be in Singapore. The number of arbitrators shall be three (3) arbitrators. The language to be used in the arbitral proceedings shall be English.

# (b) Class Action Waiver

Except as otherwise provided in this section, to the fullest extent permitted by applicable law, the arbitrators may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both You and us specifically agree to do so in writing following initiation of the arbitration. Neither You, nor any other holder of the Token can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

# 16. GOVERNING LAW

These T&Cs shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, without regard to conflict of law rules or principles (whether of the British Virgin Islands or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the Parties arising out of or relating to these T&Cs that is not subject to arbitration or cannot be heard in small claims court will be resolved and filed only in the courts of the British Virgin Islands. In such case, You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these T&Cs.

#### 17. SEVERABILITY

If any term, clause, or provision of these T&Cs is held to be illegal, invalid, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from these terms without affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in these T&Cs, which will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to affect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these T&Cs, but the rest of these T&Cs will remain in full force and effect.

#### 18. MISCELLANEOUS

These T&Cs constitute the entire agreement between You and Us relating to the purchase and utilization of CROWN from Us. We may make changes to these T&Cs from time to time in our sole discretion or as reasonably required to comply with applicable law or regulation. If We make changes, We will post the amended T&Cs and include the date of the update at http://www.crowntoken.io/termsandconditions or other links which may be accessed through www.crowntoken.io. We may also attempt to notify You through other Company's websites and communications channels. The amended T&Cs will be effective immediately. We may assign our rights and obligations under these T&Cs. Our failure to exercise or enforce any right or provision of these T&Cs will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these T&Cs where the delay or failure results from any cause beyond our reasonable control.

Receiving the Token from Us does not create any form of partnership, joint venture or any other similar relationship between You and Us. Except as otherwise provided in herein, these T&Cs are intended solely for the benefit of You and Us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that We provide to You, including these T&Cs, will be provided in electronic form.

# **CONTACT:**

If You have any questions about these T&Cs or otherwise need to contact Us for any reason, You can reach Us at: info@crowntoken.com