

NAYM Token Terms and Conditions

Last Updated 15 May 2024



About these terms

The following terms and conditions (**Terms**) apply to:

- A. any purchase of the NAYM governance token (**NAYM**) from NAYM Systems Limited a private limited company incorporated in the British Virgin Islands with company number 2146249 whose registered office is at Rodus Building, P.O. Box 3093, Road Town, Tortola, VG1110, British Virgin Islands (**NAYM Token Issuer**) by You (as a **Purchaser**) and Your associated access to the website (www.naymtoken.com) upon which NAYM is made available for sale (**Token Website**);
- B. access to and use of the staking, rewards and governance services (**NAYM Services**) provided by NAYM Token Foundation an exempted limited guarantee foundation company incorporated in the Cayman Islands with company number 407854 whose registered office is at 3119 9 Forum Lane, Camana Bay, George Town, Grand Cayman, KY1-9006 Cayman Islands (**NAYM Service Provider**) by You (as a **Staker**) as made available on the Token Website; and
- C. otherwise to all holders of NAYM, irrespective of whether or not they are also a Purchaser or a Staker (**Tokenholders**).

References to **We**, **Our** or **Us** in these Terms are references to NAYM Token Issuer and/or NAYM Service Provider, as the context so requires.

References to **You** or **Your** in these Terms are references to the Purchaser, Staker or Tokenholder, as the context so requires.

The Terms are split into six Sections. Each Section specifies whether: (i) it applies to Purchasers, Stakers or Tokenholders; and (ii) references to **We**, **Our** or **Us** are references to NAYM Token Issuer and/or NAYM Service Provider.

The purchase of NAYM and the access to and use of the NAYM Services is only permitted for sophisticated users who are knowledgeable in the features and risks of distributed ledger technology, cryptographic tokens and smart contracts. If You are not a sophisticated user with such knowledge, You should not purchase NAYM or access or use the NAYM Services.

1. Acceptance of Terms

- 1.1. This Section 1 (Acceptance of Terms) applies to Purchasers and Stakers.
- 1.2. References to **We**, **Our** or **Us** in this Section 1 (Acceptance of Terms) are references to NAYM Token Issuer and NAYM Service Provider, collectively.

NAYM contracting entities and roles

- 1.3. If You purchase NAYM under these Terms, NAYM Token Issuer shall be the seller and issuer of such NAYM. NAYM Service Provider shall have no obligation or liability to You in respect of the sale and issue of such NAYM.
- 1.4. Save in relation to the purchase of NAYM under these Terms, for which NAYM Token Issuer shall be liable, NAYM Service Provider assumes all obligations and liability to You in respect of these Terms, including for the provision of the NAYM Services.

- 1.5. The liability of NAYM Token Issuer and NAYM Service Provider to You under these Terms is several. This means that:

- 1.5.1. the liability of NAYM Token Issuer shall only extend to any loss or damage arising out of any breach of its obligations to You which are restricted to the sale and issue of NAYM pursuant to Section 3 (Purchase of NAYM) and subject always to Section 5 (Warranties, Risk and Liability); and
- 1.5.2. the liability of the NAYM Service Provider shall extend to any loss or damage arising out of any breach of the Terms for which NAYM Token Issuer is not liable pursuant to paragraph 1.5.1 and subject always to Section 5 (Warranties, Risk and Liability).

Acceptance of Terms

- 1.6. Please read these Terms carefully before You create an Account (as defined below), purchase NAYM or access and use the NAYM Services or the Token Website. By clicking accept or otherwise by creating an Account, purchasing NAYM or accessing and using the NAYM Services or the Token Website You agree to be legally bound by and to abide by these Terms. If You do not want to agree to these Terms, You must not purchase NAYM or access the NAYM Services.

- 1.7. **Your attention is drawn in particular to Section 5 (Warranties, Risk and Liability) which includes provisions regarding Your liability to Us and Our liability to You.**

2. Eligibility and Account Registration

- 2.1. This Section 2 (Eligibility and Account Registration) applies to Purchasers and Stakers.
- 2.2. References to **We**, **Our** or **Us** in this Section 2 (Eligibility and Account Registration) are references to NAYM Token Issuer and NAYM Service Provider, collectively.

Eligibility

- 2.3. To purchase NAYM or use the NAYM Services or the Token Website You must:
 - 2.3.1. if you are a natural person (i.e., an individual acting on Your own behalf and not on the behalf of a company or other legal entity), be at least eighteen (18) years old or, if older, the legal age of majority in Your country of residence;
 - 2.3.2. have the full right, power, and authority to agree to these Terms, if You are acting on behalf of a company or other legal entity this means You must have the legal authority to act on behalf of the company or other legal entity and bind it to these Terms;
 - 2.3.3. be compliant with all applicable laws, rules and regulations to which You are subject;
 - 2.3.4. not be subject to any financial sanctions, embargoes or other restrictive measures imposed by the United Nations, the European Union, any EU country, the UK or the US Office of Foreign Assets Control, or any governmental authority (**Sanctions**) in any jurisdiction in

which NAYM may be purchased or in which the NAYM Services or the Token Website are available;

- 2.3.5. not be resident in a jurisdiction which is subject to Sanctions or that has been designated by any of the Sanctions authorities as a “terrorist supporting” country;
- 2.3.6. not be resident in a jurisdiction whose applicable laws would prohibit You from purchasing NAYM or accessing and using the NAYM Services or the Token Website;
- 2.3.7. not have previously been suspended from purchasing NAYM or using the NAYM Services or Token Website unless We have given our prior written consent; and
- 2.3.8. not be impersonating any other person.

Account Registration and Termination

- 2.4. In order to purchase NAYM or use the NAYM Services or Token Website You will be required to create an account (**Account**). To create an Account, We will require You to provide certain registration information about yourself and We may, in our sole discretion, require You to provide further information and/or documents at any stage during Your use of Your Account including when using Your Account to purchase NAYM or access NAYM Services. By creating an Account, You agree to provide accurate, current and complete registration information about yourself and to maintain and promptly update Your account information as necessary. We may, in Our sole discretion, refuse, decline, suspend or disable Your access to or use of Your Account.
- 2.5. You are responsible for the security of Your Account and You agree to accept responsibility for all activities that occur under Your Account. You must not share Your login information or other security relation information with any other person or allow any other person to access Your Account. If You become aware of any unauthorised use of Your password or Your Account, You agree to notify Us immediately at info@nayms.com.
- 2.6. You may terminate Your Account at any time by notifying Us at info@nayms.com. It is Your responsibility to withdraw or transfer Purchased Tokens from Your Account before closure.
- 2.7. We may suspend or restrict access to Your Account and the NAYM Services and Token Website at any time, without notice. During any such suspension You may not be able to access or manage Your Account or any NAYM which You hold. We may also terminate Your Account and access to the NAYM Services or Token Website at any time at our sole discretion. Reasons for suspension or termination by Us include (but are not limited to) any actual or suspected breach of these Terms or applicable laws or regulations and/or any actual or suspected illegal or fraudulent activities.
- 2.8. Upon termination, whether by You or by Us, You will lose access to Your Account and to the NAYM Services. We will not have any liability to You for any losses, damages or consequences resulting from such termination.

3. Purchase of NAYM

- 3.1. This Section 3 (Purchase of NAYM) applies to Purchasers.
- 3.2. References to **We**, **Our** or **Us** in this Section 3 (Purchase of NAYM) are references to NAYM Token Issuer.

KYC Checks

- 3.3. In addition to the registration information You are required to provide to Us when You set up Your Account (as referred to in

Section 2 (Eligibility and Account Registration) above), You may be required to provide certain other information before You purchase NAYM to help Us identify any potential risks related to money laundering, fraud or other illegal activities and to ensure Our compliance with applicable laws and regulations. You warrant that the information You provide is true, correct, and complete. You will inform Us immediately if any of the information You provide becomes false.

- 3.4. You hereby consent and agree to the release or disclosure of any and all of the information You provide to Us to applicable government agencies or regulatory authorities for the purposes of complying with any applicable laws or regulations.

Purchase, Sale and Delivery

- 3.5. When You click to place Your order to purchase NAYM on the Token Website, You are agreeing to purchase, and NAYM Token Issuer is agreeing to sell, the NAYM for the price that is stipulated on the Token Website when You place Your order (**Purchase Price**). Delivery of the purchased NAYM (**Purchased Tokens**) is subject to receipt by NAYM Token Issuer of the Purchase Price. Upon receipt of the Purchase Price by NAYM Token Issuer, the Purchased Tokens shall be delivered to You and shall be displayed in Your Account. NAYM Token Issuer is committed to delivering Purchased Tokens efficiently, but processing times may vary due to factors which are outside of NAYM Token Issuer’s control and NAYM Token Issuer cannot guarantee immediate processing or delivery of Purchased Tokens.
- 3.6. You are responsible for ensuring the accuracy of all transaction details and You should verify accuracy before submitting details for processing. We are not liable for any losses or damages resulting from user errors or inaccurate transaction information. Once a transaction has been initiated, it cannot be reversed or modified.
- 3.7. Purchases of NAYM may be subject to third party blockchain or protocol fees (**Gas Charges**), as dictated by the applicable blockchain or protocol (for example Ethereum gas fees). Payment of such Gas Charges will be solely Your responsibility.
- 3.8. Purchases of NAYM are made exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to the receipt of Purchased Tokens by You, including, for example, sales, use, value added, and similar taxes. It is 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.
- 3.9. All purchases of NAYM are final. Purchased Tokens are not refundable.

Transaction Limits

- 3.10. There may be a limit on the amount of NAYM You can purchase from time to time. Such limits may be applied by NAYM Token Issuer at its sole discretion and may be increased, reduced or otherwise varied at any time.

Lock-Up Period

- 3.11. Purchased Tokens may be subject to a prohibition on Transfer for a certain period of time following purchase and receipt (**Lock-Up Period**). Any such Lock-Up Period shall be communicated by NAYM Token Issuer to You at the time of purchase. At the end of the Lock-Up Period, Purchased Tokens may be Transferred (as defined below). The Lock-Up Period may be changed at the reasonable discretion of NAYM Token Issuer at any time, to comply with legal or regulatory requirements.

- 3.12. **Transfer** means with respect to the Purchased Tokens, the direct or indirect assignment, sale, transfer, transaction, tender, pledge, charge, hypothecation, or the grant, creation or suffrage of a lien or encumbrance in or upon, or the gift, placement in trust, or other disposition of NAYM or any right, title or interest therein (including, but not limited to, any right or power to vote to which the holder thereof may be entitled, whether such right or power is granted by proxy or otherwise), or the record or beneficial ownership thereof, the offer to make such a sale, transfer or other disposition, and each agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing. The words **Transferred** and **Transferable** shall be interpreted accordingly.

Wallet

- 3.13. You are responsible for implementing reasonable measures for securing any digital wallet, vault or other storage mechanism You use to receive and hold the Purchased Tokens (**Wallet**), including, without limitation, any requisite private key(s) or other credentials necessary to access the Wallet (**Wallet Access Credentials**). Those measures shall at least comply with state of the art and shall not be less effective than measures that a third party would expect that You implement with regard to the assumption that You might store high values on the Wallet and that losing the Wallet Access Credentials means a loss of the entire amount of Purchased Tokens stored in the Wallet. You agree to regularly backup the Wallet Access Credentials and to apply the same measures to such backup. You acknowledge that if the Wallet Access Credentials are lost, You may lose access to the Purchased Tokens. It is only Your responsibility to secure the Wallet and the Wallet Access Credentials. Therefore, and regardless of any other provision of these Terms, We shall not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to: (i) Your failure to implement reasonable measures to secure the Wallet; or (ii) the loss of or unauthorised use of any of the Wallet Access Credentials.

Disclaimer

- 3.14. We have not: (i) been requested to provide, nor provided, You with any information or advice with respect to the Purchased Tokens, other than as set forth in these Terms, nor is such information or advice necessary or desired; or (ii) made any representation as to the value of the Purchased Tokens.

No investment

- 3.15. You hereby warrant and represent that Your purchase of NAYM is not made with the expectation of any profit or income or of any increase in the value of Purchased Tokens.

4. NAYM Services

- 4.1. This Section 4 (NAYM Services) applies to Stakers.
- 4.2. References to **We**, **Our** or **Us** in this Section 4 (NAYM Services) are references to NAYM Service Provider.

Staking, Rewards and Governance

- 4.3. You may stake any NAYM which You hold (including any Purchased Tokens) in order to receive rewards and participate in governance in accordance with and as described on the Token Website (as may be updated by Us from time to time).

NAYM Token Whitepaper and other materials

- 4.4. Any material which We make available to You which contains information on NAYM or the NAYM Services, including the Token Website and NAYM Token Whitepaper, is non-binding and may be amended by Us from time to time at Our sole discretion.

Disclaimer

- 4.5. We have not been requested to provide, nor have we provided, You with any information or advice with respect to the NAYM Services, other than as set forth in these Terms, nor is such information or advice necessary or desired.

5. Warranties, Risk and Liability

- 5.1. This Section 5 (Warranties, Risk and Liability) applies to all Tokenholders.
- 5.2. References to **We**, **Our** or **Us** in this Section 5 (Warranties, Risk and Liability) are references to NAYM Token Issuer and NAYM Service Provider, collectively.
- 5.3. **Please read the provisions of this Section carefully as they exclude or limit Our liability for losses suffered by You in connection with Your purchase, receipt and holding of NAYM, and access to the NAYM Services and Token Website.**

NAYM Exclusion of Warranties

- 5.4. To the fullest extent permitted by applicable law, We make no warranty whatsoever with respect to the Purchased Tokens or the NAYM Services or Token Website, including any: (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, each whether arising by law, course of dealing, course of performance, usage of trade, or otherwise.
- 5.5. We do not represent or warrant that: (i) the Purchased Tokens or the NAYM Services or Token Website are reliable, available at all times, uninterrupted, current or error-free, meet Your requirements, or that defects in the Purchased Tokens or the NAYM Services or Token Website will be corrected; or (ii) the Purchased Tokens, the delivery mechanism for the Purchased Tokens, or the NAYM Services or Token Website, are free of viruses or other harmful components.
- 5.6. You acknowledge and understand that: (i) We possess material non-public information regarding NAYM and the NAYM Services that is not known to You that may impact the value of NAYM or the NAYM Services (for the purpose of this subsection the "Information"); and (ii) We will not disclose the Information to You. You understand, based on Your experience, the disadvantage to which You are subject due to the disparity of information between Us and You. Notwithstanding such disparity, You have deemed it appropriate to enter into these Terms and to purchase the NAYM and/or access the NAYM Services or the Token Website. You agree that We shall not have any liability to You due to or in connection with the use or non-disclosure of the Information by Us as a result of the transactions contemplated by these Terms. You hereby irrevocably waive any claim that You might have based on the failure of Us to disclose the Information.
- 5.7. We do not make any representations or declarations with regard to any future development state or functionality of NAYM or the NAYM Services or the Token Website. You acknowledge that We may at Our sole discretion change the development of NAYM and/or the NAYM Services and/or the Token Website at any time. Nothing in these Terms obliges Us to develop any specific

functionalities of NAYM or the NAYM Services or the Token Website.

- 5.8. By purchasing NAYM or accessing and using the NAYM Services or the Token Website, You acknowledge and agree that the availability and functionality of NAYM and/or the NAYM Services and/or the Token Website may be subject to limitations, delays and other issues inherent in the use of blockchain technology, digital assets, compliance and speed of services. We are not responsible for any losses or damages arising from such issues, and Your purchase of NAYM and/or access to and use of the NAYM Services and/or the Token Website is at Your own risk.

Tokenholder Warranties

- 5.9. You represent and warrant that:

5.9.1. Eligibility:

- (a) You are eligible under all laws, rules, regulations and administrative orders applicable to You, Us, these Terms and/or the delivery of the Purchased Tokens and/or the receipt of the NAYM Services to purchase, receive and hold NAYM (including Purchased Tokens) and/or access and use the NAYM Services or Token Website, pursuant to these Terms. You have satisfied and are in full observance of all applicable laws, rules regulations and administrative orders. You acknowledge that We do not give any legal advice and have not legally verified whether You, according to Applicable Laws, are eligible to purchase, receive and hold NAYM (including Purchased Tokens) and/or access and use the NAYM Services or Token Website.
- (b) Neither You nor any person having a direct or indirect beneficial interest in the NAYM which You have purchased, received or hold (including Purchased Tokens) and/or Your access to and use of the NAYM Services or Token Website is the subject of Sanctions.
- (c) You have obtained all necessary consents and permissions required and observed any formalities in any jurisdiction required to enable You to enter into and comply with these Terms and to purchase, receive and hold NAYM (including any Purchased Tokens) and/or to access and use the NAYM Services or Token Website.
- (d) You are not a national or resident of any territory in which it is unlawful to purchase, receive and hold NAYM (including any Purchased Tokens) and/or to access and use the NAYM Services or Token Website.
- (e) It is Your sole responsibility to ensure that Your purchase, receipt and holding of NAYM (including any Purchased Tokens) and/or Your access to and Use of the NAYM Services or Token Website is not prohibited under applicable laws, rules regulations and administrative orders.

5.9.2. Assumption of risk:

- (a) You are capable of evaluating the merits and risks of purchasing, receiving and holding NAYM (including any Purchased Tokens) and/or accessing and using the NAYM Services or Token Website and You are able to bear these risks. You are aware of the status of NAYM and/or the NAYM Services and/or Token Website (as applicable) and You have acquired sufficient information about NAYM and/or the NAYM Services and/or the Token Website from

publicly available information to reach an informed and knowledgeable decision to acquire NAYM (including any Purchased Tokens) and/or to access and use the NAYM Services or Token Website (as applicable).

- (b) You have sufficient technical understanding of distributed ledger-based tokens, distributed ledger-based protocols, smart contracts, distributed networks, crypto asset storage mechanisms, and distributed ledger and blockchain technology in general to understand these Terms and to appreciate the risks and implications of purchasing, receiving and holding NAYM (including any Purchased Tokens) and/or accessing the NAYM Services or Token Website (as applicable).
- (c) You understand that the purchase, receipt and holding of NAYM (including any Purchased Tokens) and use of the NAYM Services involves significant risks, all of which You fully and completely assume.
- (d) You are able to incur a complete loss of the price paid for any NAYM which You have purchased, received or hold (including the Purchase Price) without impairing Your financial condition and You are able to bear the economic risk of holding the NAYM (including any Purchased Tokens) and/or using the NAYM Services for an indefinite period of time.

5.9.3. No agency:

- (a) You are purchasing, receiving or holding NAYM (including any Purchased Tokens) and/or accessing the NAYM Services or Token Website for Your own account, and not as a nominee or agent on behalf of a third party. You do not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participations on behalf of such person or entity to any third person or entity, with respect to the NAYM which You hold (including any Purchased Tokens), the NAYM Services, Token Website or these Terms. You are the only lawful beneficial owner of, and have sole control over, the Wallet and the Wallet Access Credentials, and have valid title thereto; provided, however, that if the Wallet is operated as a hosted wallet by a third-party administrator or custodian, then the account with such third-party administrator or custodian shall be solely in Your name.

5.9.4. Truthful representations:

- (a) All information or other documentation provided to Us by You is true, correct, and complete in all respects. We and others will rely upon the truth and accuracy of the acknowledgments, representations, and covenants contained herein, and You agree that if any of the acknowledgments, representations or agreements deemed to have been made by Your purchase of NAYM (including any Purchased Tokens) or access to and use of the NAYM Services or Token Website are no longer accurate, You shall promptly notify Us.

5.9.5. Anti-money laundering:

- (a) You warrant that Your funds in no way came from illegal or unethical sources, including any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any Applicable Laws; that You are not using any proceeds of criminal or illegal activity; and that no transactions involving NAYM are

being used to facilitate or for the purpose of any criminal or illegal activity, including any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law or regulation.

5.9.6. Other:

- (a) You shall bear the costs and expenses of complying with any applicable laws or regulations relating to Your purchase and ownership of NAYM (including any Purchased Tokens) and/or access to and use of the NAYM Services or Token Website.
- (b) Any transactions of NAYM may be subject to transaction fees (including Gas Charges), which may vary from time to time; more information on the applicable transaction fees (including Gas Charges) is available on request from Us.
- (c) Except as expressly set forth herein, You acknowledge that You have not relied upon any representation or warranty, or material or information made or provided by Us or any other person on Our behalf.
- (d) Any future use of NAYM and the NAYM Services or Token Website depends on the further development of NAYM and the NAYM Services and Token Website, and that the description of such development in the NAYM Token Whitepaper (as updated from time to time) is a statement of Our current intention and may not be achieved. NAYM and the NAYM Services and Token Website and their functionalities may undergo changes over time. We intend the functionalities and specifications of the Token and the NAYM Services and Token Website to be consistent with the NAYM Token Whitepaper, but We may also make changes to it at Our sole discretion. This might mean that they may not fully meet Your expectations. In such cases, NAYM and/or the NAYM Services and/or the Token Website may become functionless or worthless.

Acknowledgement of Risk

- 5.10. YOU AGREE THAT YOU ARE RESPONSIBLE FOR YOUR OWN CONDUCT WHILE ACCESSING OR USING THE NAYM SERVICES OR YOUR ACCOUNT OR THE TOKEN WEBSITE, AND FOR ANY CONSEQUENCES THEREOF. YOU AGREE TO USE THE NAYM SERVICES AND YOUR ACCOUNT AND TOKEN WEBSITE AT YOUR OWN RISK AND ONLY FOR PURPOSES THAT ARE LEGAL, PROPER, AND IN ACCORDANCE WITH THESE TERMS AND ANY APPLICABLE LAWS OR REGULATIONS.

No advice

- 5.11. You acknowledge and agree that You are solely responsible for determining the nature, potential value, suitability and appropriateness of all risks associated with purchasing NAYM and with accessing and using the NAYM Services and Token Website. We do not give any advice or recommendations regarding the purchase of NAYM or the access to, and use of, the NAYM Services or Token Website.

Content Disclaimer

- 5.12. Any content on the Token Website is provided for Your general information purposes only and to inform You about Us and Our products and services that may be of interest, but has not been tailored to Your specific requirements or circumstances. It does not constitute:

5.12.1. an offer to purchase or subscribe for any investment, product or service; or

5.12.2. technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

Liability

- 5.13. If We breach these Terms or are negligent, We are liable to You for foreseeable loss or damage that You suffer as a result. By “foreseeable” We mean that, at the time You accepted these Terms, either it was clear that such loss or damage would occur, or You and We both knew that it might reasonably occur, as a result of something We did (or failed to do).
- 5.14. We are not liable to You for any loss or damage that was not foreseeable, any loss or damage not caused by Our breach or negligence, or any business loss or damage, for example, loss of business opportunity, business interruption, or loss of profits.
- 5.15. Nothing in these Terms excludes or limits Our liability for any death or personal injury caused by Our, or any of Our employees’, agents’ or subcontractors’, negligence, liability for fraud or fraudulent misrepresentation, compensation You are entitled to under applicable binding laws relating to the protection of your personal information or any other liability that the law does not allow Us to exclude or limit.
- 5.16. If the Token Website or any updates provided by Us damage Your device or any other software installed on it as a result of Our failure to use reasonable care and skill, please let Us know. If We can, We will repair the damage. If that is not possible, We will compensate you. We may ask You for information (including photographs) about what has happened so that We can understand the nature of the problem.
- 5.17. YOU ACKNOWLEDGE AND AGREE THAT TO, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR PARENT, SUBSIDIARIES, AFFILIATES AND LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, NAYM (INCLUDING PURCHASED TOKENS) OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.
- 5.18. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR ANY PURCHASE OF NAYM THAT YOU MAKE OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) YOUR ACCOUNT, THE NAYM SERVICES, OR THE TOKEN WEBSITE WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF: (I) ONE THOUSAND POUNDS STERLING (£1,000.00); AND (II) THE AGGREGATE TOTAL PURCHASE PRICE FOR ALL NAYM PURCHASED BY YOU DIRECTLY FROM NAYM TOKEN ISSUER PURSUANT TO THESE TERMS, PROVIDED THAT OUR LIABILITY TO YOU IS SEVERAL AND: (A) THE LIABILITY OF NAYM TOKEN ISSUER SHALL ONLY EXTEND TO ANY LOSS OR DAMAGE ARISING OUT OF ANY BREACH OF ITS OBLIGATIONS TO YOU WHICH ARE RESTRICTED TO THE SALE AND ISSUE OF NAYM PURSUANT TO SECTION 3 (PURCHASE OF NAYM); AND (B) THE NAYM SERVICE PROVIDER SHALL BE LIABLE FOR ANY OTHER BREACH OF THE TERMS FOR WHICH NAYM TOKEN ISSUER IS NOT LIABLE PURSUANT TO (A), AND SUBJECT ALWAYS TO THE FOREGOING LIMITATION ON OUR AGGREGATE LIABILITY.

5.19. THE LIMITATIONS OF LIABILITY SET OUT ABOVE DO NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. General

- 6.1. This Section 6 (General) applies to all Tokenholders.
- 6.2. References to **We**, **Our** or **Us** in this Section 6 (General) are references to NAYM Token Issuer and NAYM Service Provider, collectively.

Intellectual Property Rights

6.3. All intellectual property rights in NAYM, the NAYM Services, the Token Website and all technology, content, data and other materials used, displayed or provided or received by You in connection with the sale of NAYM and/or access to and use of the NAYM Services or the Token Website are owned by Us or Our third party licensors (**NAYM IPR**). All rights not expressly conferred to You under these Terms are reserved solely to Us and Our third party licensors or other licensors, as applicable.

6.4. You shall not:

- 6.4.1. modify the NAYM IPR in any way, including by inserting new code, either directly or through the use of another piece of software;
- 6.4.2. unless authorised by Us, create, use, offer, promote, advertise, or otherwise make available any code or software that allows automated control of any feature or function of NAYM, the NAYM Services, the Token Website or the NAYM IPR;
- 6.4.3. deliberately attempt to avoid, manipulate, or interfere with any security features included on Your Account or the Token Website;
- 6.4.4. attempt to de-compile, reverse, compile, disassemble, reverse engineer, or otherwise tamper or reduce to human-perceivable form all or any part of the Token Website or NAYM IPR;
- 6.4.5. use NAYM, the NAYM Services, the Token Website, Your Account or the NAYM IPR in order to build a product or service which competes with NAYM or the NAYM Services or Token Website; or
- 6.4.6. pretend that NAYM, the NAYM Services, the Token Website or the NAYM IPR is Your own or make it available to others to download or use in any form,

and We may suspend or terminate access to Your Account and/or the NAYM Services or Token Website or any part thereof if You do any of the above prohibited acts.

6.5. To the extent You provide Us with any ideas, feedback or suggestions regarding NAYM and/or the NAYM Services and/or the Token Website and/or any of Our other products or services (**Feedback**), You assign all ownership, right, title and interest in and to such Feedback to NAYM Service Provider and acknowledge that NAYM Service Provider may freely use and otherwise in any way exploit such Feedback without payment of any royalties or other consideration to You.

6.6. You may be provided with an opportunity to upload and display content and materials on Your Account or otherwise on the Token Website or in connection with Your receipt of NAYM (including any

Purchased Tokens) or NAYM Services or use of the Token Website (**User Content**). You hereby:

6.6.1. grant Us a perpetual, irrevocable, worldwide, fully paid up, non-exclusive, sub-licensable, right and licence to use and exploit the User Content and all elements thereof, in any and all media, formats and forms, now or in the future;

6.6.2. irrevocably waive Your entire moral rights or other equivalent rights arising anywhere in the world in the User Content;

6.6.3. represent and warrant that the User Content:

6.6.4. does not infringe upon any intellectual property rights of a third party and that You have the right to grant the rights and licences set out above; and

6.6.5. does not contain the personal information of a third party.

6.7. Our name, logo and all related names, logos, product and service names, design and slogans (**Marks**) are Our property or the property of Our affiliates or licensors. You must not use such Marks without the prior written permission of Us. All other names, logos, products and service names, designs and slogans that appear on the Token Website are the property of their respective owners.

Collection of Technical Information

6.8. We may collect and use technical data, when You purchase NAYM (including any Purchased Tokens) or when You access and use the NAYM Services or the Token Website, that might include, for example, the specifications of Your device and its software in order to help Us provide updates, product support and other services related to the sale of NAYM and the provision of the NAYM Services and Token Website. We may also use this information to improve Our products or services.

6.9. We may share this data and information with Our third party licensors.

6.10. We will only use any data that is personal information in accordance with Our Privacy Policy (see below Privacy section).

Privacy

6.11. Protecting Your personal information is important to Us. Our Privacy Policy (available: naymtoken.com/privacy) (as may be updated from time to time) explains what personal information We collect from You, how and why We collect, store, use and share such information, Your rights in relation to it and how to contact Us and supervisory authorities if You have a query or complaint. Note that some personal information is collected automatically by Us, whereas other personal information is collected by Us at the request of You or Us.

6.12. **By agreeing to these Terms, You also agree to the terms of Our Privacy Policy, which is incorporated herein by reference. Please read the information set out in Our Privacy Policy carefully as it is important.**

Third Party Content

6.13. We may provide You with access to content from third parties (**Third Party Content**) who make such Third Party Content available

on, or accessible from, the Token Website. Additional specific terms may apply if You choose to access and use such Third Party Content. These additional specific terms will be communicated to You and You will be given the opportunity to accept or reject them before accessing the Third Party Content. If You choose to reject them this will mean that You are not allowed to access or use the Third Party Content. We are not responsible for the content, accuracy, reliability, availability or performance of the Third Party Content and You acknowledge that the use of Third Party Content may involve risks, including security risks and data privacy risks and We shall not be liable for any losses, damages or other consequences arising from Your use of the Third Party Content.

Monitoring

- 6.14. We may monitor and analyse Wallet and Account activity and any transactions associated with NAYM (including any Purchased Tokens) and the NAYM Services (**Monitoring**). You acknowledge and agree that the purpose of Monitoring is to enhance Our security, integrity and compliance and to identify any potential risks related to money laundering, fraud or other illegal activities. We reserve the right to refuse to sell NAYM and/or perform NAYM Services (or any part thereof) and/or to suspend access to, or terminate, Your Account or access to the Token Website if, based on the results of Monitoring, We reasonably believe that the sale of NAYM and/or the performance of the NAYM Services would contravene any of Our internal policies or any applicable laws or regulations including, if You are in breach of any of the eligibility criteria listed in Section 2 (Eligibility and Account Registration) above. Any such refusal may be automatic and be applied without notice to You.

Amendment and Variation

- 6.15. These Terms may from time to time be updated or amended, and We reserve the right to update, amend or otherwise modify these Terms at any time and at Our sole and absolute discretion. All updates and amendments are effective immediately and apply to all purchases of NAYM and to all access to and use of the NAYMS Services thereafter.
- 6.16. You will be asked to agree to any material changes in advance when You next login to Your Account. If You do not accept the changes, You will not be able to purchase NAYM or otherwise access or use the NAYMS Services.
- 6.17. We may change, modify, suspend or discontinue to offer NAYM for purchase or to provide the NAYMS Services or Token Website at any time, including by removing features or restricting their functionality or use. We may also impose certain limits on features or restrict access to or use of same.
- 6.18. If You do not wish to be bound by any changes or amendments to these Terms, then You should not purchase NAYM or access or use the NAYMS Services or Token Website.

Waiver and Severability

- 6.19. Any failure to, delay in, or partial exercise of any rights or remedies by Us under or in connection with these Terms or applicable law shall not be deemed to be a waiver of any such right nor operate to bar Us from its exercise or enforcement at any future time or times at Our discretion.
- 6.20. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the

minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Third Parties

- 6.21. No one other than You (or if applicable, people who have been validly assigned the rights under these Terms) has any right to enforce these Terms in relation to Your purchase, receipt or holding of NAYM or Your access to or use of NAYM Services or the Token Website.

Transferring these Terms

- 6.22. We may transfer Our rights under these Terms to another business without Your consent, but We will notify You of the transfer and make sure You are not adversely affected as a result.
- 6.23. You are not allowed to transfer Your rights under these Terms to anyone without Our prior written consent.

Entire Agreement

- 6.24. These Terms and Our Privacy Policy along with all other agreements and documents referred to in these Terms or communicated to You by Us constitute and contain the entire agreement between You and Us with respect to NAYM and/or the NAYM Services and/or the Token Website and supersede all prior agreements between Us, both written and oral, with respect to NAYM and/or the NAYM Services and/or the Token Website.
- 6.25. These Terms are concluded in the English language and all communications, including any notices or information transmitted, shall be in English. In the event that these Terms or any part thereof is translated (for any proceedings, for Your convenience, or otherwise) into any other language, the English language text of these Terms shall prevail.

Governing Law and Jurisdiction

- 6.26. Subject to Section 6.27 below, the laws of England and Wales apply to these Terms and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.
- 6.27. If You are a natural person (i.e., an individual acting on Your own behalf and not on the behalf of a company or other legal entity), and You are not resident in England or Wales, You will retain the mandatory protections given to You by the laws of your country of residence and this means You can choose whether to bring a claim in the courts of England and Wales or in the court of Your country of residency.