



1. VOLT TECH.

GENERAL TERMS AND CONDITIONS

MAY 18, 2018

READ THESE TERMS AND CONDITIONS (HEREINAFTER - "TERMS") CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT [WWW.VOLTTECH.IO](http://WWW.VOLTTECH.IO) (HEREINAFTER - "WEBSITE"), THE PRODUCTS OFFERED THEREIN AND IF YOU WANT TO PARTICIPATE IN THE UPCOMING VOLT TOKEN SALE (HEREINAFTER - "SALE"), YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES, YOU SHALL NOT USE THE WEBSITE OR BUY VOLT TOKENS (HEREINAFTER - "VOLT"). YOU MAY BE REFERRED TO YOU OR THE ENTITY YOU REPRESENT.

VOLTTECH.IO RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR CHANGES. SUCH CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU ACKNOWLEDGE THAT BY ACCESSING OUR WEBSITE AFTER WE HAVE POSTED CHANGES TO THESE TERMS, YOU ARE AGREEING TO THE MODIFIED TERMS.

THIS DOCUMENT DOES NOT CONSTITUTE INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES, NOR FOR VOLT. VOLTTECH.IO EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

You must follow any of the following terms and conditions set out below:

1. DEFINITIONS 1.1. Account - a User's account on the Website, which is created and used to buy VOLT. A User is given the access to an Account upon its successful creation through providing <http://www.VOLTTECH.io/> with all the required information. Only authorized Users have a right to buy VOLT on the terms provided herein.
- 1.2. Agreement – these Terms and all other operating rules, policies, and procedures that may be published from time to time on the Website (including privacy policy, cookie policy etc.).
- 1.3. Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.
- 1.4. VOLT Token Sale – period of time from April 18th, 2018, to June 7th, 2018, when the User is able to buy VOLT.

1.5. VOLT – cryptographic tokens, which are software product (digital resources), created by the Website Owner as a proof of membership of their holders in the Volt Technology Pte. Ltd. service (system, not legal entity). Though VOLT are similar to securities, they are not and shall not be considered as such.

1.6. User – anyone who uses the Website, with or without prior registration and authorization using the Account.

1.7. Website Owner, Volt Technology Pte. Ltd. service consisting of VOLTTECH.IO Venture (Venture) – a tokenized digital asset inheritance service designated to pass on cryptocurrency assets; operating under the laws of the **Republic of Singapore**. In no way shall the Venture, employer or agent for any User or providing any financial services thereto.

1.8. If General T&C, ICO T&C, Token sale Policy, and Transparency Policy have conflicts in terms of contents, ICO T & C, General T & C, Token sale policy, Transparency policy should be prioritized in order.

## 2. GENERAL INFORMATION

2.1. These Terms are a legally binding Agreement between you, the User, on the one part, and the Website Owner, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

2.2. These Terms define basic mutual rights and obligations of the Website Owner and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the VOLT.

2.3. By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4. These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5. The User acknowledges and accepts that:

- these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner’s sole discretion, by updating this posting; the User’s continued use of the Website after the amendments etc. shall constitute the User’s consent hereto and acceptance hereof;
- the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.

2.6. By using this Website, you covenant, represent, and warrant that:

- you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;
- you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;
- you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

- 2.7. You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the VOLT exist under the applicable law, we persistently recommend you not to use this Website and not to buy VOLT.

### 3. SALE OF VOLT

3.1. You may purchase the VOLT within the period of Volt Technology Pte. Ltd. Initial Coin Offer- ing set out herein and after on different exchanges.

3.2. The VOLT token sale starts on April 18th and ends on June 7th, 2018. The VOLT will be issued after the main SALE. The VOLT will be created by using Ethereum Contracts Creator to generate the VOLT tokens. 2,000,000,000 VOLT will available for purchase from total supply of 4,000,000,000 VOLT.

3.3. Any User who wants to buy the VOLT by registering an account with [www.VOLTTECH.io](http://www.VOLTTECH.io) us- ing an email address and password.

3.4 You could buy the VOLT only via your Account. To buy the VOLT you shall send an amount of ETH, which is equal to an amount of the VOLT that you would like to receive to the Ethereum Wal- let address of which is specified in the Account.

3.6. The Website does not accept fiat currency as payment for VOLT. In order to buy VOLT with legal tender user shall convert such funds into ETH.

3.7. The VOLT purchased hereunder may be sold and transferred by the User at any time after the SALE via cryptocurrency exchanges if the VOLT are listed in any exchanges.

3.8. BY BUYING VOLT HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES.

3.9. YOU ARE ONLY ALLOWED TO PURCHASE VOLT IF YOU COVENANT, REPRESENT, AND WARRANT THAT YOU ARE NOT VIOLATING/OR IN VIOLATION OF THE LAWS IN YOUR JURISDICTION OF RESIDENCE.

### 4. USER REGISTRATION AND ACCOUNT

4.1. For the purpose of buying VOLT, Website Owner will register you, upon your request, on the Website and create an individual Account including a login and a password. You warrant that all information you have provided for your Account is current, complete and accurate. Registration data and other information about you are subject to Volt Technology Pte. Ltd. Privacy Policy avail- able on the Website.

4.2. You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login in- formation and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.

4.3. You may deactivate your registration with the Website, at any time and for any reason, by send- ing an email request to [info@VOLTTECH.io](mailto:info@VOLTTECH.io). We may terminate your use of and registration with the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

## 5. THIRD-PARTY WEBSITES AND SERVICES

5.1. The pages of the Website may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by the Volt Technology Pte. Ltd. In addition, the Volt Technology Pte. Ltd. does not guarantee their safety and conformity with any user expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.

5.2. The Volt Technology Pte. Ltd. assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

## 6. INDEMNIFICATION

6.1. To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the Volt Technology Pte. Ltd and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Volt Technology Pte. Ltd. arising out of a breach of any warranty, representation, or obligation hereunder.

## 7. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY

7.1. THIS WEBSITE AND THE VOLT ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND BUYING OF ANY AMOUNT OF THE VOLT AND THEIR USE.

7.2. YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE WEBSITE OWNER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, FROM BUYING OF THE VOLT OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7.3. YOU UNDERSTAND AND AGREE THAT THE WEBSITE OWNER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE VOLT OR ETH. THE WEBSITE OWNER SHALL ONLY PROVIDE THE USER REFUND POSSIBILITIES (PAYOUT LIQUIDITY) FOR PURCHASED VOLT IF THE MINIMUM CAP OF VOLT HAS NOT BEEN REACHED (THE USER SHALL RECEIVE HIS FUNDS BACK TO THE PROVIDED WALLET ADDRESS MINUS THE TRANSACTIONS CHARGES). THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE WEBSITE OWNER SHALL NOT GUARANTEE IN ANY WAY THAT THE VOLT MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE SALE.

7.4. AT ANY CASE, VOLT TECHNOLOGY PTE. LTD. DOES NOT ALLOW ANY AMOUNT OF AGGREGATE LIABILITIES TO BE APPOINTED TO OUR SERVICE HEREUNDER. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THIS WEBSITE AND USE AND BUYING OF THE VOLT, AND THAT THE WEBSITE OWNER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THIS WEBSITE AND USE AND BUYING OF THE VOLT. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

7.5. THE WEBSITE OWNER DOES NOT WARRANT OR REPRESENT THAT ANY INFORMATION ON THE WEBSITE IS ACCURATE OR RELIABLE OR THAT THE WEBSITE WILL BE FREE OF ERRORS OR VIRUSES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEBSITE OWNER SHALL NOT BE LIABLE FOR UNINTERPRETED AVAILABILITY OF THE WEBSITE AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the VOLT and his activities generally.

8.2. In no way shall this Agreement entitle the User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the Volt Technology Pte. Ltd and is protected by the Intellectual Property Rights and fair competition laws.

8.3. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the Volt Technology Pte. Ltd.

8.4. Volt Technology Pte. Ltd does not allow any publication of information presented on our website or any material that has been posted to our site without contacting Volt Technology Pte. Ltd beforehand.

## 9. JURISDICTION AND DISPUTE RESOLUTION

9.1. All questions concerning the construction, validity, enforcement and interpretation of this Agreement only shall be governed by and construed and enforced in accordance with the laws of the Republic of Singapore

9.2. To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than ninety (90) days following written notification of such controversy or claim to the other Party.

9.3. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties, within 90 days as set forth in Section 9.2. shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules"). The number of arbitrators shall be one who shall be selected by Company. The seat, or legal place, of arbitration shall be Republic of Singapore. The language to be used in the arbitral proceedings shall be English.

## 10. MISCELLANEOUS

10.1. Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any Terms of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every Terms hereof.

10.2. Assignment. The Volt Technology Pte. Ltd may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Volt Technology Pte. Ltd, which the Volt Technology Pte. Ltd may withhold at its sole discretion, shall be void.

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

10.4. The User may send any questions regarding the use of the Website of the VOLT or regarding this Agreement via e-mail [to info@VOLTTECH.io](mailto:info@VOLTTECH.io).

## PRIVACY POLICY

### WHAT WE MAY COLLECT

We may collect and process the following data about you:

- Information you fill forms or surveys with on our site at any time;
- A record of any correspondence between us;
- Details of transactions you carry out via our site;
- Details of your visits to our site and the resources you use;
- Information about your personal computer (e.g. your IP address, browser, operating system, etc.) for system administration.

## COOKIES

We use cookies to distinguish users and improve our site. Please look at our Cookies Policy for more information.

## **HOW WE USE WHAT WE HAVE COLLECTED**

We use information about you to:

- Improve our services;
- Present site content effectively to you;
- Provide information that you request or (with your consent) which we think may be of interest to you;
- Carry out our contracts with you;
- Allow you to use our interactive services if you want to;
- Inform you on our charges.

If you already are our customer, we will only contact you electronically about things similar to what had previously been sold to you. If you are a new customer, you will only be contacted if you agree to it.

Please note: We don't identify individuals to our advertisers or share your data with any external party for marketing.

## **WHERE WE STORE YOUR DATA**

We may transfer your personal identification data to storage outside the Republic of Singapore. Personal identification data may be processed outside Singapore to fulfil your order and deal with payment processors.

By giving us your personal data you agree to this arrangement. We will do what we reasonably can to keep your data secure.

Your data and payment will be encrypted. If we give you a password, you must keep it confidential. Please don't share it. Although we try to provide protection, we cannot guarantee complete security for your data and you take the risk that any sending of that data turns out to be not secure despite our efforts.

## **DISCLOSING YOUR INFORMATION**

We are allowed to disclose your information in the following cases:

- If we want to sell our business or our company, we can disclose it to the potential buyer;
- We can disclose it to other businesses in our group;
- We can disclose it if we have a legal obligation to do so, or in order to protect other people's property, safety or rights;
- We can exchange information with others to protect against fraud or credit risks.

## **LINKS TO OTHER SITES**

Please note that our terms and conditions and our policies will not apply to other websites that you get to via a link from our site.

## **COOKIES POLICY DEFINITION**

Cookies are also known as browser cookies or tracking cookies, cookies are small, often encrypted text files, located in browser directories. They are used by web developers to help users navigate their websites efficiently and perform certain functions. Due to their core role of enhancing/en-abling usability or site processes, disabling cookies may prevent users from using certain websites.

Cookies are created when a user's browser loads a particular website. The website sends information to the browser which then creates a text file. Every time the user goes back to the same website, the browser retrieves and sends this file to the website's server. Computer Cookies are created not just by the website the user is browsing but also by other websites that run ads, widgets, or other elements on the page being loaded. These cookies regulate how the ads appear or how the widgets and other elements function on the page.

To find out more about cookies, visit [www.allaboutcookies.org](http://www.allaboutcookies.org)

## HOW WE USE COOKIES

We use cookies to recognize you and your preferences, improve our site's performance and collect analytical information for ourselves and our business partners.

### 'SESSION' AND 'PERSISTENT' COOKIES

'Session cookies' allow us to track your actions during a single browsing session but they do not remain on your device afterwards.

'Persistent cookies' remain on your device between sessions. We use them to authenticate you and to remember your preferences. We can also use them to balance the load on our servers and improve your experience on our site.

Session and persistent cookies can be either first or third-party cookies. A first-party cookie is set by the website being visited; a third-party cookie is set by a different website. Both types of cookie may be used by us or our business partners.

## DISCLAIMER

All our cookies fall within the classifications Strictly Necessary, Functionality and Performance. None are classified as Behavioral Targeting.

If at any time you wish to disable our cookies, you may do so through the settings on your browser (but if you do so, you will not be able to use certain important features of our service).

## VOLT TECHNOLOGY INITIAL COIN OFFERING TERMS AND CONDITIONS

### 1. ABOUT US

- 1.1 VOLT TECHNOLOGY PTE. LTD. is a private company limited by shares incorporated and registered in Singapore. Its company number is 201808671K, registered office is 12 Marina Boulevard #17-01, Marina bay Financial Centre, Singapore 018982 (“**Volt**”).
- 1.2 VOLT can be contacted by writing to VOLT TECHNOLOGY PTE. LTD, is 12 Marina Boulevard #17-01, Marina bay Financial Centre, Singapore 018982 or by emailing [Support@volttech.io](mailto:Support@volttech.io)

### 2. INTRODUCTION AND ACCEPTANCE

- 2.1 In these terms and conditions (the “**Terms**”), capitalised words have the meanings set out in clause 5.
- 2.2 By Transferring (defined below) Ether (defined below) to the VOLT Ethereum smart contract address (the “**Smart Contract**”) you (the “**Customer**”) expressly agree to be bound by all of these Terms. Customer acknowledges that it has read and understood these Terms, and had the opportunity to take such professional advice as it thinks fit in connection with the Terms, the Smart Contract, the ICO Platform (defined below) and VOLT Tokens. Should the Customer not



agree to all of the terms included in these Terms, it should not Transfer any Ether to the Smart Contract.

### **3. IMPORTANT TERMS**

**3.1 While all of these Terms are important, the Customer should pay particular attention to:**

- (a) the Warning of Risk set out in clause 4;**
- (b) information regarding Restricted Jurisdictions (defined below) set out in clause 8;**
- (c) when VOLT may terminate the Public Sale (defined below) as set out in clause 11.2 and the consequences of such termination as set out in 11.3;**
- (d) when the Customer is and is not entitled to a refund as set out in clause 13;**
- (e) what the Customer must do set out in clause 14;**
- (f) the disclaimers set out in clause 16; and**
- (g) VOLT's liability to the Customer set out in clause 18.**

### **4. WARNING OF RISK**

**4.1 The Customer acknowledges that Cryptotokens (defined below), Blockchain (defined below) technology and VOLT Tokens (defined below) are new and relatively untested. They carry inherent risks (that are outside of VOLT's control) as they have technical vulnerabilities, may undergo a community-led change in operating model or technical features (often referred to as a 'fork') and their regulatory status may change at any time in any one or multiple jurisdictions. In addition to this, the value of any Cryptotoken is subject to market forces and its value is not backed by any government or other entity. There is no one entity which is the 'issuer' of a Cryptotoken, and a Cryptotoken does not represent a claim against any issuer, including, for the avoidance of doubt, VOLT.**

**4.2 VOLT is not responsible for secondary market trading of VOLT Tokens (if any such market should come into existence) and consequently the extreme volatility in demand and price that may arise if such market does come into existence is the sole risk of the holder of VOLT Tokens.**

- 4.3 ***VOLT makes no warranties, representations, guarantees or equivalent (whether express or implied) as to the value, utility or legal status of any Cryptotoken (including but not limited to VOLT Tokens) and assumes no responsibility for the management of Cryptotokens (including but not limited to VOLT Tokens.)***
- 4.4 ***Before Transferring Ether to the Smart Contract, the Customer should ensure they have carried out adequate research into the risks and disadvantages of Cryptotokens and has sufficient understanding of the functionality, usage and storage of Cryptotokens, smart contracts and Wallets. By Transferring Ether to the Smart Contract the Customer confirms to VOLT that they have carried out such research, and understand and accept the risks and disadvantages of Cryptotokens.***
- 4.5 ***One type of fraud which is unfortunately common is for a fraudster to provide a fake address for contributions into an initial coin offering. Before making any Contribution, you must check your individual the Smart Contract address on the Website (<https://VOLTTECH.io/>).***

## 5. DEFINITIONS AND INTERPRETATION

5.1 The following definitions and rules of interpretation apply in these Terms:

- (a) **“Account”** means the Customer’s account (including but not limited to username and password) used to access the ICO Platform;
- (b) **“Blockchain”** means is a continuously growing list of groups of records, called blocks, which are decentralised, linked sequentially and authenticated using public-key cryptography;
- (c) **“Bonus / Bonuses”** has the meaning given to it in clause 10.6;
- (d) **“Business Day”** means a day other than a Saturday, Sunday or public holiday in Singapore when banks in Singapore are open for business;
- (e) **“Close / Closed / Closing”** means the time when Contributions can no longer be made as part of the Public Sale;
- (f) **“Confidential Information”** means any information (whether written, electronic or oral) which has been designated as confidential in writing or that ought 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. Confidential Information shall include the Software but shall not include information which:
- (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 26);
- (ii) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) is independently developed without access to the Confidential Information;
- (g) **“Contribution(s)”** has the meaning given to it in clause 10.3;
- (h) **“Cryptotoken”** means a digital currency, token or coin system in which cryptography and/or the application of distributed computing power are used to regulate the generation of units and to verify Transfers, operating independently of a central bank;

- (i) **“Cryptotoken Exchange(s)”** means an exchange where it is possible to exchange Cryptotoken for Cryptotoken, fiat currency for Cryptotoken and Cryptotoken for fiat currency;
- (j) **“Cryptotoken Unit”** means a unit of account in relation to a Cryptotoken, for example Ether and VOLT Tokens are examples of Cryptotoken Units;
- (k) **“Customer Wallet”** means the Customer’s Wallet to which VOLT will Transfer VOLT Tokens in accordance with these Terms;
- (l) **“VOLT Token”** means a Cryptotoken created by VOLT via the Smart Contract, and which is or will be used as payment for the services provided via the VOLT Platform;
- (m) **“Distribution(s)”** has the meaning given to it in clause 10.3;
- (n) **“Ether”** means the native unit of account of Ethereum;
- (o) **“Ethereum”** is the ethereum scripting platform which runs smart contracts based on a Blockchain;
- (p) **“ICO Platform”** means the web based platform, system and service which VOLT makes available to Customers for the administration of the Public Sale and the Transfers of Contributions and Distributions in accordance with these Terms;
- (q) **“Intellectual Property Rights”** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software including both source and object code, database right, topography rights, moral rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- (r) **“Personnel”** means the affiliates, officers, directors, employees, agents, contractors, consultants, vendors, and representatives of VOLT;
- (s) **“Private Key”** means the secret code or text that is personal to the Customer and is used with an algorithm to encrypt and decrypt code allowing the Customer to access the Customer Wallet and the Cryptotoken stored in the Customer Wallet;
- (t) **“Project”** has the meaning given to it in clause 6;
- (u) **“Public Sale”** means the event where the general public is entitled to make Contributions in return for Distributions as further described in clause 11.1;
- (v) **“Public Sale Close Date”** has the meaning given to it in clause 11.1;
- (w) **“Public Sale Open Date”** has the meaning given to it in clause 11.1;
- (x) **“Smart Contract”** means the “token contract” (as such term is used in the Ethereum documentation) script and public address individual to each Customer implemented in Ethereum pursuant to the ERC20 token standard and which is used by VOLT for the control and administration of Contributions and other Transfers of VOLT Tokens;
- (y) **“Software”** means the software used by VOLT in the Smart Contract, Website, VOLT Tokens, ICO Platform and Delivery Platform;

- (aa) **“Transfer / Transferred / Transferring”** in relation to a Cryptotoken means a cryptographically signed message instructing a ledger transfer of Cryptotoken Units from one Wallet to another Wallet;
- (bb) **“Wallet”** means a wallet in relation to a Cryptotoken for the collection, storage and control of Cryptotoken Units;
- (cc) **“Website”** means <https://VOLTTECH.io/>; and
- (dd) **“Whitepaper”** means the whitepaper found at <https://VOLTTECH.io/>.

- 5.2 Headings used in these Terms are for convenience of reference only and shall not be construed as altering the meaning of these Terms or any of its parts.
- 5.3 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.
- 5.4 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 gender.
- 5.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 5.6 A reference to writing or written includes electronic mail.
- 5.7 Any obligation not to do something includes an obligation not to allow that thing to be done.
- 5.8 A reference to these Terms or to any other agreement or document referred to in this Terms is a reference to these Terms or such other agreement or document (as applicable) as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.
- 5.9 References to clauses are to the clauses of these Terms.
- 5.10 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.

## **6. PROJECT**

- 6.1 VOLT intends to build and implement the Delivery Platform.
- 6.2 VOLT Tokens are the method of sending messages and value exchange used on the Delivery Platform, VOLT Tokens do not grant and shall not be construed as granting any legal, governance or other rights over or in relation to the Delivery Platform VOLT, including but not limited to shareholder rights, statutory rights, rights to dividends or rights to profits.
- 6.3 These Terms only govern the Distributions of VOLT Tokens pursuant to Contributions that are made via the Smart Contract. Access to and use of the Delivery Platform (and use of VOLT Tokens on it) will be governed by and subject to additional legal terms, if and when the Delivery Platform is released and operational.
- 6.4 VOLT Tokens shall be developed and run on the Ethereum Blockchain, however, VOLT reserves the right in its sole discretion to change to another Blockchain, protocol or type of technology and in such circumstances, subject to clause 18.1 and 18.2, VOLT shall not be liable to the Customer for any loss or damage it suffers as a result of such a change.
- 6.5 The Project does not encompass and VOLT is not a provider of:

- (a) a Cryptotoken Exchange; or
- (b) Wallet or custodial services of credentials necessary to access Cryptotokens.

## 7. REGISTRATION AND AML

- 7.1 In order to Transfer Contributions the Customer must register for an Account with VOLT on the Website.
- 7.2 Without prejudice to any 'know your customer' or 'anti-money laundering' exercise that may be separately conducted, VOLT shall be entitled to take any action to identify the Customer at any time. If VOLT conducts 'know your customer' exercises, 'anti-money laundering' exercises or any other kind of due diligence to verify the identities of all or part of its Customers or to comply with any applicable law or regulation as necessary from time to time, the Customer shall, in a timely manner, provide all such information, documentation and meet all such requests as may be sought or instructed.
- 7.3 If, as a result of a 'know your customer' exercise or otherwise, VOLT becomes aware that the Customer is in breach of these Terms, or any applicable anti-money laundering, counter-terrorism financing or other regulatory requirement, the Distribution to the Customer shall be null and void and all such VOLT Tokens Distributed to the Customer shall be revoked, cancelled (burned) or returned to VOLT (at VOLT's election) without further notice. As a result, the Customer shall no longer be the controller or owner of such VOLT Tokens and shall have no right to access or use the ICO Platform or Delivery Platform.

## 8. RESTRICTED JURISDICTIONS

- 8.1 VOLT Tokens and the ICO Platform are not offered for use to persons or legal entities which are located in, or have their habitual residence or registered office in a jurisdiction where the holding of VOLT Tokens or the use of the ICO Platform violates applicable law or regulations ("**Restricted Jurisdiction**").
- 8.2 The Customer warrants and represents that it is not:
  - (a) an individual who is temporarily resident in a Restricted Jurisdiction when agreeing to these Terms, or making a Contribution;
  - (b) an individual habitually resident in a Restricted Jurisdiction;
  - (c) a corporation, partnership or other legal entity formed under the laws of the any Restricted Jurisdiction;
  - (d) an agency, branch or office located in a Restricted Jurisdiction of a corporation, partnership or other legal entity that was formed under laws of any country other than a Restricted Jurisdiction;
  - (e) a trust of which any trustee is described in clauses 8.2(a) - (d);
  - (f) a legal entity where more than twenty five percent (25%) of the shares of which are owned by or for the benefit of an individual or entity described in clauses 8.2(a) - (e);
  - (g) an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in 8.2(a) - (f).
- 8.3 The Customer warrants and represents that it's decision to make a Contribution was:
  - (a) not made inside a Restricted Jurisdiction; and
  - (b) not communicated to VOLT from a source within a Restricted Jurisdiction.
- 8.4 The Customer's Contributions are made on its own account as principal.

8.5 Due to the VOLT Tokens being offered on the Internet and the Ethereum Blockchain, VOLT and the Customer acknowledge and agree that there is a possibility of VOLT Tokens coming into the possession of persons or legal entities located in a Restricted Jurisdiction. VOLT explicitly prohibits such persons or legal entities from using VOLT Tokens and, to the maximum extent permitted by law, VOLT shall not be liable to the such persons or legal entities for any loss or damage it suffers as a result of such use.

**\* IMPORTANT**

VOLT TECHNOLOGY wholeheartedly aims to comply with the ICO regulations of all regions and districts (both countries, and states).

All contributors must participate in VOLT's ICO in compliance with the laws and regulations of their country of residence.

By agreeing to the Terms and Conditions, contributors understand the laws and regulations of their country of residence, and VOLT TECHNOLOGY assumes no liability whatsoever in the event of any future problems/issues that may arise.

Although VOLT TECHNOLOGY has conducted a thorough KYC process, there are many areas where it is not easily possible to distinguish the laws and local regulations by which the citizen/resident/VOLT contributor may reside.

Please read the following carefully.

\* Below we have listed the countries where the properties of the VOLT tokens are found to be incompatible with the local regulations in relation to the ICO.

The People's Republic of China

ICO's are currently prohibited, and VOLT TECHNOLOGY respects the regulations of the People's Republic of China.

Anyone affected by the laws and regulations of the People's Republic of China cannot participate in VOLT's ICO. If there are any USERS who have contributed already, he/she will be eligible for a forced refund.

Anyone affected by the laws of the People's Republic of China must not accept the T&Cs, and accepting the T&Cs shall be interpreted as not violating the laws of the People's Republic of China.

In the event of accepting the T&Cs, all legal liabilities and damages arising from the failure to comply with the regulations of the People's Republic of China are solely the responsibility of the contributor, and VOLT TECHNOLOGY has no responsibility whatsoever.

The United States of America

VOLT TECHNOLOGY respects the policies of the United States of America, and therefore it has been decided to ban anyone who is in conflict with the laws of the United States of America.

Those who apply to the laws of the United States cannot participate in VOLT's ICO.

Anyone affected by the laws of the United States of America must not accept this T&C's, and accepting this T&C's shall be interpreted as not violating the laws of the United States of America.

In the event of acceptance of the T&C's, all legal liabilities and damages arising from the failure to comply with the terms are the responsibility of the contributor and VOLT TECHNOLOGY will carry no responsibility.

**\* I am a person who is not affected by the ICO-related laws and regulations of the People's Republic of China.**

**\* I am not a resident of the United States, and I am a person who is not affected by the ICO-related laws and regulations.**

## **9. VOLT TOKENS**

9.1 The Smart Contract address will be broadcasted by VOLT on the channels shown at clause 4.5.

9.2 VOLT Tokens carry no rights, express or implied, other than those set out in these Terms.

9.3 VOLT shall use reasonable endeavours to enable VOLT Tokens to be exchanged on Cryptotoken Exchanges, however, VOLT gives no warranties, representations, guarantees or equivalent (whether express or implied) that VOLT Tokens will be exchangeable on Cryptotoken Exchanges.

## 10. VOLT TOKEN OFFERING

10.1 In relation to this ICO, VOLT will Distribute 50,000 VOLT Tokens to Customer in relation to each 1 Ether Contributed, on a pro-rata basis.

10.2 There will be 4,000,000,000 VOLT Tokens in total.

10.3 Transfers from the Customer of Ether to the Smart Contract during a Public Sale ("**Contributions**") will after the Public Sale is Closed result in VOLT Transferring (in accordance with clauses 11.4 and 11.5) the requisite number of VOLT Tokens to the Customer Wallet (calculated in accordance with clauses, 11.6, 11.7 and 11.8) (and each such transfer shall be a "**Distribution**").

10.4 Distributions shall be made to the Customer Wallet and Customer warrants that they control the Private Key to the Customer Wallet.

10.5 The method described at clause 10.3 is the only valid way of receiving a Distribution. It is possible that tokens created by third parties with the same or similar name may become available. Due to the decentralised nature of a Blockchain it is not possible to prevent the creation of such tokens and, subject to clauses 18.1 and 18.2, VOLT shall not be liable for any loss or damage caused to the Customer as a result of the existence of such third party tokens.

10.6 VOLT Token Bonuses vary according to when a Contribution is made:

- (a) during the reservation-sale period Contributors will receive an additional fifty percent (50%) of VOLT Tokens as part of their Distribution;
- (b) during the pre-sale Contributors will receive an additional thirty percent (30%) of VOLT Tokens as part of their Distribution; and
- (c) during the Public Sale Contributors will receive an additional twenty percent (20%) of VOLT Tokens as part of their Distribution

## 11. PUBLIC SALE

11.1 The Public Sale will open on 18 MAY 2018 ("**Public Sale Open Date**") and Close either when (a) the hard cap is reached; (b) or strategic judgment of VOLT Team; or (c) on 7th June 2018 ("**Public Sale Close Date**").

11.2 VOLT may in its sole discretion pause, delay or terminate the Public Sale where VOLT:

- (a) has detected a security, network performance issue or attack on VOLT Tokens, the ICO Platform, the Website or the Ethereum Blockchain;

- (b) is subject to an event listed in clause 28;
- (c) a change in law or regulation means that the Delivery Platform, or the Public Sale becomes inviable or unfeasible for VOLT to operate or administer; or
- (d) reasonably believes that it is necessary in order to prevent loss or damage to VOLT or the Customer.

11.3 If VOLT exercises its rights under clause 11.2 it may in its sole discretion:

- (a) postpone the Public Sale Open Date and Public Sale Close Date (as applicable); or
- (b) Distribute VOLT Tokens based only on the Contributions received, not permit any further Contributions and declare the Public Sale Closed.

11.4 After the Public Sale Close Date any VOLT Tokens that formed part of the Public Sale and that do not form part of a Distribution will be destroyed.

## **12. USE OF CONTRIBUTIONS**

12.1 VOLT intends to use Contributions as follows:

- (a) sixty percent (60%) for core development;
- (b) ten percent (10%) for marketing;
- (c) ten percent (10%) for operational costs
- (d) ten percent (10%) for security and audit costs
- (e) five percent (5%) for sales costs; and
- (f) five percent (5%) for legal costs.

12.2 The Customer acknowledges and agrees that the percentages at clause 12.1 are only estimates and VOLT may change how the Contributions are used in its sole discretion.

## **13. REFUNDS**

13.1 If the Customer is a consumer it may request that VOLT refund its Contribution provided that:

- (a) the request is made within seven (7) days of the date such Contribution was made; and
- (b) such Contribution has not yet resulted in a Distribution,

in these circumstances VOLT will Transfer to the Wallet that was used to make the original Contribution, the amount of Cryptotoken Units of the original Contribution in the Cryptotoken that was used to make the initial Contribution. Such transfer will be made within 30 days of the Customer's initial request.

13.2 The Customer acknowledges and agrees that once it receives a Distribution VOLT has fully performed the services, the Contribution that led to that Distribution is no longer refundable and the Customer can no longer exercise its right contained in clause 13.1.

13.3 The Customer acknowledges and agrees that if it exercises its right contained in clause 13.1 then it will no longer be eligible for a Distribution in respect of the Contribution that has been refunded.



## 14. CUSTOMER OBLIGATIONS

- 14.1 The Customer is responsible for the accuracy of all information (including Customer Wallet details) it submits to VOLT and the Customer shall ensure that all such information is up to date at all times.
- 14.2 The Customer represents and warrants at the date the Customer creates their account, the date(s) the Customer makes a Contribution; and the date(s) the Customer receives a Distribution that:
- (a) it is of legal age to form a binding contract (at least 18 years old in most jurisdictions);
  - (b) all information it provides is true, complete, valid and not misleading;
  - (c) that it shall not use the Website, ICO Platform or VOLT Tokens in any way which:
    - (i) is harmful, unlawful or illegal;
    - (ii) may give rise to civil or criminal liability for VOLT or any of its Personnel;
    - (iii) in VOLT's sole discretion may bring VOLT or any of its Personnel into disrepute;
    - (iv) is on behalf of a third party; or
    - (v) is not expressly authorised by these Terms;
  - (d) it obtained and was given sufficient information about the VOLT Tokens to make an informed decision to enter into these Terms and has taken advice (commercial, technical, legal or otherwise) in connection with its acquisition or control of VOLT Tokens;
  - (e) it is acquiring or gaining control over VOLT Tokens to access the Delivery Platform and that it is not acquiring VOLT Tokens for any other use or purpose, including, but not limited to, any investment, speculative or other financial purposes;
  - (f) it understands and acknowledges that Project carries significant execution, financial, regulatory and reputational risks and that the Project may never be completed;
  - (g) it shall have no right against VOLT or any other party to request or require a refund of the Contributions, other than set out in these Terms;
  - (h) it shall be solely liable for any costs or expenses, including but not limited to taxation, which arises as a result of a Contribution, Distribution or the control of or sale of VOLT Tokens;
  - (i) Distribution to it complies with all laws and regulation applicable to it or the jurisdiction it is located in, or has its habitual residence or registered office in, including, but not limited to:
    - (i) having legal capacity and any other threshold requirements in its jurisdiction for acquiring or taking control of VOLT Tokens and entering into contracts with VOLT;
    - (ii) any foreign exchange or regulatory restrictions applicable to this contract; and
    - (iii) any governmental or other consents that may need to be obtained.

- 14.3 In the event that any of the warranties and representations in clause 14.2 are incomplete, misleading or untrue, VOLT reserves the right to declare null and void any or all Distributions to the Customer and as a result all VOLT Tokens Distributed to the Customer shall be revoked, cancelled (burned), or returned to VOLT (at VOLT's election) without further notice. As a result, the Customer shall no longer be the controller or owner of such VOLT Tokens and shall have no right to access or use the ICO Platform, or Website.
- 14.4 The Customer agrees to be financially responsible for all of its use of the ICO Platform and Website (including any unauthorised use of its Account or the ICO Platform as described in this clause 14 or clause 20, which is strictly prohibited).
- 14.5 The Customer agrees to fully reimburse and compensate VOLT on demand from and against any and all damages, liability and costs (including reasonable legal fees) incurred by VOLT in connection with any claim arising out of:
- (a) any fraud or fraudulent misrepresentation the Customer commits;
  - (b) any inaccuracy or defect in any of the information the Customer provides to VOLT;
  - (c) any breach of applicable law or regulation by the Customer;
  - (d) any failure to comply with guidelines or reasonable instructions issued by VOLT from time to time in respect of the Customer's use of the ICO Platform, Website or VOLT Tokens;
  - (e) any use of the Customer's Account by a third party;
  - (f) any breach by the Customer of these Terms; and
  - (g) third party claims arising from the Customer's use of the ICO Platform or VOLT Tokens.
- 14.6 The Customer shall cooperate with VOLT in the defence of any claim VOLT receives in relation to the Customer's use of the ICO Platform, Website or VOLT Tokens.

## 15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Customer acknowledges that all right, title and interest in the ICO Platform, Delivery Platform all Software provided or used by VOLT under these Terms including all Intellectual Property Rights, belong to and are retained solely by VOLT or its third-party suppliers. These Terms do not provide the Customer with title or ownership of any Intellectual Property Rights or other rights other than the rights specified in these Terms.
- 15.2 If the Customer suggests any new features or functionality for the Software, ICO Platform, Delivery Platform or VOLT Token that VOLT subsequently incorporates, such new features or functionality shall be the sole and exclusive property of VOLT and shall be free from any confidentiality restrictions that might otherwise be imposed upon VOLT pursuant to these Terms.

## 16. DISCLAIMERS

- 16.1 VOLT shall provide the Smart Contract, VOLT Tokens and the ICO Platform using reasonable care and skill. However, the Customer acknowledges that Software, the internet and other technology (included but not limited to Blockchain technology) upon which VOLT relies is never completely error free and technical disruptions and human error may interfere with the use of (or cause a loss of) VOLT Tokens.
- 16.2 VOLT shall use reasonable efforts to release an operational version of the Delivery Platform, however, VOLT makes no warranties, representations or guarantees (whether express or implied) that the Delivery Platform will be released or operational at any point in time. The Smart Contract, VOLT Tokens, the ICO Platform and the Delivery Platform are provided on an **"AS IS" AND "AS AVAILABLE" BASIS AND, TO THE FULLEST EXTENT PERMITTED BY**

**APPLICABLE LAW, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.**

- 16.3 The Customer acknowledges and agrees that the Whitepaper is only a guidance document and VOLT makes no warranties, representations or guarantees (whether express or implied) as to:
- (a) the contents of the Whitepaper (which may be updated from time to time); or
  - (b) whether or not the Delivery Platform or VOLT Tokens will conform with descriptions provided in the Whitepaper.
  - (c) I confirm that only the current whitepaper is effective and that the whitepaper of the previous version has no effect.
- 16.4 VOLT is not in a position, nor shall these Terms be construed as requiring or obliging VOLT, to keep the controllers of VOLT Tokens up to date with all information on the development of the Delivery Platform or the progress VOLT is making.
- 16.5 The Project, including the development of the Delivery Platform, has been designed to meet a perceived need in the market. It is possible that VOLT, the ICO Platform, Delivery Platform and/or VOLT 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 the development or maintenance of the Project or Delivery Platform commercially viable. It is also possible that a change in law or regulation means that VOLT, the ICO Platform, Delivery Platform and/or VOLT Tokens become unviable 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 Project, the Delivery Platform and consequently the usability of VOLT Tokens.
- 16.6 VOLT gives no representations, warranties, guarantees or equivalent (whether express or implied) that VOLT Tokens are not considered a security in certain jurisdictions and the Customer acknowledges that Blockchain technology and networks, Cryptotokens and VOLT Tokens could be impacted by regulatory inquiries or actions, including but not limited to restrictions on the use or possession of Cryptotokens. The Customer undertakes not to use VOLT Tokens in a jurisdiction where their use is illegal and shall bear its own legal or financial consequences if VOLT 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 and possession and value in any jurisdiction.
- 16.7 VOLT Tokens are currently issued on the Ethereum Blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause VOLT Tokens to malfunction or function in an unexpected or unintended manner. Ether may itself lose value and hence impact the value of VOLT Tokens and other unforeseeable changes in Ethereum, whether intended or not, may likewise impact the value and usability of VOLT Tokens.
- 16.8 If VOLT Tokens become exchangeable on Cryptotoken Exchanges, in accordance with clause 9.3 no guarantees are given in relation to the capacity or volume of such Cryptotoken Exchanges and the Customer acknowledges that there may be a limited market for VOLT Tokens resulting in the Customer being unable to exchange VOLT Tokens for either other Cryptotokens or fiat currency.

**17. FINANCIAL REGULATION**

- 17.1 VOLT Tokens and the ICO Platform are unregulated. VOLT is not a financial institution and is currently not under supervision of any financial supervisory authority. VOLT does not provide any licensed financial services and the Project is not a public offering of equity or debt.

17.2 These Terms do not constitute an offer or solicitation to buy or sell shares or securities in any jurisdiction.

17.3 None of the information or analyses presented is, nor is intended to be, the basis for any investment decision, and no specific recommendations are made or intended. VOLT Tokens or VOLT services offered on the ICO Platform or Delivery Platform are not, do not offer, and shall not be construed as investments or financial products of any kind.

## **18. LIMITATION OF LIABILITY**

18.1 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.

18.2 If the Customer is a consumer, nothing in these Terms shall limit to less than the amount of the Customer's Contribution(s) VOLT's liability to the Customer for VOLT's failure to perform the services under these Terms with reasonable skill and care.

18.3 Subject to clauses 18.1, VOLT and the Customer 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 as a result of the Customer's negligence, lack of understanding of Cryptotokens, Blockchain technology or networks, Transfers or Wallets or failure to follow any reasonable instructions issued by VOLT;
- (j) loss caused as a result of the loss, theft or destruction of the Customer's Private Key(s);
- (k) loss caused by advances in technology or cryptography (including but not limited to development of quantum computers) that effects the security of Cryptotokens;
- (l) loss caused by mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks;
- (m) loss caused by a change in the exchange rate or value of any Cryptotoken (including as a result of the acts or omissions of VOLT);
- (n) loss caused by any legal, regulatory or technical changes in any part of the world relating to Cryptotokens or Blockchain technology;

- (o) loss caused by a technical vulnerability in any Cryptotokens or Blockchain technology;
  - (p) loss caused by a Cryptotoken community decision to change the operating model or technical features of a Cryptotoken (whether or not this results in a 'fork');
  - (q) loss caused by an unforeseeable event set out in clause 28;
  - (r) loss caused by the Customer or any third party;
  - (s) loss caused by a security breach as detailed in clause 20.3;
  - (t) loss caused by the Customer's chosen method of storing and moving Cryptotoken (including but not limited to the security systems the Customer Wallet has in place); and
  - (u) loss caused by the acts of omissions of a bank or banking services provider to VOLT,
- (even if advised of the possibility of such loss or damage) arising under or in connection with these Terms whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.

Subject to clause 18.1 and 18.2, the total aggregate liability for VOLT or the Customer arising under or in connection with these Terms in any twelve (12) month period, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to the total amount of the Customer's Contribution(s) (where each such Contribution is measured in equivalent value as of the time and date of its Transfer to the Smart Contract (determined in VOLT's sole discretion)) Transferred by the Customer to VOLT in the twelve (12) months immediately prior to the event giving rise to the first claim in the relevant twelve (12) month period.

## **19. ACKNOWLEDGMENT OF CONSUMER PROTECTION LAWS**

Please note that 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.

## **20. SECURITY**

- 20.1 The Customer shall implement and maintain reasonable and appropriate measures designed to secure access to:
- (a) its Account;
  - (b) any device associated with the email address associated with its Account; and
  - (c) Private Keys (howsoever stored) required to access any relevant Wallet relating to their Contribution or Distribution.
- 20.2 The Customer shall not access their Account using any service or technology that hides or disguises the actual internet connection of the Customer (including but not limited to proxies and virtual private networks).
- 20.3 The Customer's Account is personal to the Customer and the Customer shall not share their Account with anyone. If the Customer suspects or becomes aware of any unauthorised use of its Account or any security breach it shall immediately inform VOLT by sending an email to the address set out in clause 1.2. VOLT shall take such actions and measures as may be (in VOLT's sole discretion) possible and reasonably necessary to attempt to secure the Customer's account, the Website, the ICO Platform, VOLT Tokens and systems as a whole.

## **21. PERSONAL INFORMATION**

- 21.1 VOLT's privacy policy at <https://VOLTTECH.io/> as updated from time to time sets out how we gather, store, use and disclose personal information and agreement to VOLT's processing personal information in these ways forms part of these Terms.

## **22. DELAY IN ENFORCING RIGHTS**

If VOLT does not insist immediately that the Customer does something it is required to do under these Terms, or if VOLT delays in taking steps against the Customer in respect of it breaking these Terms, this will not mean that the Customer will not have to do those things and it will not prevent VOLT from taking steps against the Customer at a later date.

## **23. WHAT HAPPENS IF A COURT FINDS THESE TERMS TO BE ILLEGAL**

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. Any modification to or deletion of a provision or part-provision under this clause 23 shall not affect the validity and enforceability of the rest of these Terms.

## **24. TRANSFERRING THESE TERMS**

VOLT may transfer its rights and obligations under these Terms to another organisation. VOLT will always inform the Customer in writing if this happens and will ensure that the transfer will not affect the Customer's rights under these Terms. The Customer may only transfer its rights or obligations under these Terms (other than a VOLT Token itself) to another person if VOLT agrees to this in writing in advance of such a transfer.

## **25. NO OTHER PARTY OTHER THAN VOLT AND THE CUSTOMER HAVE RIGHTS UNDER THESE TERMS**

These Terms are between VOLT and the Customer. No other person shall have any rights to enforce any of the terms. Neither VOLT nor the Customer will need to get the agreement of any third party in order to make any changes to these Terms.

## **26. CONFIDENTIALITY**

The Customer and VOLT shall each protect each other's Confidential Information against any unauthorised disclosure, not make use of any such Confidential Information for any purpose other than in connection with these Terms and shall notify the each other if it becomes aware of any such unauthorised disclosure.

## **27. NOTICES**

- 27.1 All notices, invoices, requests, demands or communications required or permitted by these Terms shall be in writing and delivered personally, by electronic mail or post to VOLT using the details at clause 1 and to the Customer using such details as agreed in writing by VOLT and the Customer. All notices, requests, demands or communications shall be deemed received upon receipt for personal delivery, or on the Business Day following the date of sending if sent using electronic mail or post.
- 27.2 This clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **28. UNFORESEEABLE EVENTS**

Neither VOLT or the Customer will be liable to the other for any delay or non-performance of its obligations under these Terms arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, hacking, war, fire, flood, failure of a Cryptotoken, a change in law or regulation which means that the Delivery

Platform, or Public Sale, becomes inviable or unfeasible for VOLT to operate or administer, accident, strikes, lock-outs or other industrial action, breakdown of plant or machinery, explosion or civil commotion.

**29. NO PARTNERSHIP OR AGENCY**

29.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between VOLT and the Customer, constitute any VOLT or the Customer as agent of any other person, or authorise VOLT or the Customer to make or enter into any commitments for or on behalf of any other person.

29.2 VOLT and the Customer confirm they are acting on their own behalf and not for the benefit of any other person.

**30. DISPUTES AND COMPLAINTS**

30.1 These Terms shall be governed by and construed in accordance with the laws of Singapore. Any dispute, controversy or claim arising out of or in relation to the Terms shall be dealt with exclusively by the courts of Singapore.

30.2 If the Customer has a complaint or query about these Terms, the Smart Contract, the ICO Platform and/or VOLT Tokens, the Customer should contact VOLT using the details shown at clause 1.