



ZAGG TOKENS

TERMS AND CONDITIONS OF TOKEN SALE

Last updated: May 7, 2018

The sales of Zagg Tokens by Zagg Network™ during the Token Sale (comprising the Private Sale, the Pre Sale and the Public Sale) shall be subject to these Terms.

By participating in the Token Sale, you agree that (i) you and the person that you represent (if any) shall be collectively referred to as the "**Purchaser**" (as defined in Clause 1.1), and (ii) these Terms and all documents incorporated by reference into these Terms constitute a legally binding agreement between Zagg Network™ and each Purchaser (each a "**Party**" and collectively, the "**Parties**").

If you do not agree to these Terms or if you are in any doubt as to the action you should take, you should (i) consult your legal, financial, tax or other professional advisors, (ii) immediately navigate away from the Website, and (iii) immediately cease all participation in the Token Sale.

If you have any question regarding these Terms or the White Paper, you may contact Zagg Network™ by sending an e-mail to hello@zagg.network.

1. DEFINITIONS

1.1. In these Terms, unless the context otherwise requires, the following definitions shall apply:

"**BNB**" shall mean the cryptographic digital token known as the "Binance Coin", with "BNB" as the symbol.

"**BTC**" shall mean the cryptographic digital token known as the "Bitcoin", with "BTC" as the symbol.

"**Clause**" shall mean a clause in these Terms.

"**Company**" shall mean Zagg Network Pte. Ltd. (UEN. 201812041E), a company incorporated in Singapore with its registered address at 51B Circular Road, Singapore 049406.

"**ETH**" shall mean the cryptographic digital token known as the "Ether", with "ETH" as the symbol.

"**Intellectual Property Rights**" shall mean all intellectual property rights, including without limitation any copyright, adaptation rights, publishing rights, reproduction rights, rights to communicate to the public, public performances, synchronisation rights, rights to be named as creator of the work, artist names, patents, utility models, circuitry, rights of patent, rights to inventions, design patents, designs, trademarks, trade names and business names (including Internet domain names and e-mail address names), service marks, brands, slogans, commercial symbols, logos, rights in software, database rights, rights to preserve confidential information (including know-how and trade secrets) other designations, inventions, trade secrets, know-how, and any other industrial or intellectual property rights, whether registered or unregistered and all applications therefor.

"**KYC Checks**" shall mean know-your-customer checks as required by the applicable laws, including but not limited to any applicable anti-money laundering rules and any applicable countering the financing of terrorism rules.



"**Platform**" shall mean the decentralised customer engagement platform to be developed by Zagg Network™ for the purpose of operating customer acquisition and engagement programs, as generally described in the White Paper.

"**Pre Sale**" shall mean the pre-sale event of the Token Sale as described in the White Paper and the Website.

"**Privacy Policy**" shall mean the privacy policy of Zagg Network™ at the Website.

"**Private Sale**" shall mean the private sale event of the Token Sale as described in the White Paper and the Website.

"**Public Sale**" shall mean the public sale event of the Token Sale as described in the White Paper and the Website.

"**Purchaser**" shall mean any person who participates in the Token Sale and in these Terms, a person shall be deemed to participate in the Token Sale if, for example, such person (i) submits any information to Zagg Network™ for the purposes of participating in the Token Sale, (ii) pays (or attempts to pay) Zagg Network™ for the Zagg Tokens, (iii) receives Zagg Tokens pursuant to the Token Sale.

"**Protected Parties**" shall mean Zagg Network™ and its related corporations as well as their respective directors, officers, agents, employees, shareholders, successors, and assigns.

"**related corporations**" shall have the meaning given to it in the Companies Act (Cap. 50) of Singapore.

"**Terms**" shall mean these terms and conditions of token sale, including the Appendix and all documents incorporated by reference into these Terms.

"**Token Sale**" shall mean the token sale of Zagg Network™ for the sale of Zagg Tokens, and which is divided into the Private Sale, the Pre Sale and the Public Sale.

"**Wallet**" shall mean the technical solution to store the private and public keys of the wallet and to send and receive cryptographic digital tokens such as the Zagg Tokens.

"**Website**" shall mean the website of Zagg Network™ at <https://zagg.network>

"**White Paper**" shall mean the informational document at the Website describing the technical and business aspects of the Token Sale and Zagg Network™.

"**Zagg Token**" shall mean the ERC-20 token based on Ethereum blockchain known as "Zagg token" which is the subject matter of the Token Sale.

1.2. In these Terms, unless the context otherwise requires:

- (a) the headings in these Terms are for reference only and shall not affect the construction or interpretation of these Terms;
- (b) references to "**Clauses**" and "**Appendix**" refer to the clauses of and appendix of these Terms respectively;
- (c) references to an agreement or document (including a reference to these Terms) is to the agreement or document as amended, supplemented, novated or replaced;



- (d) references to writing shall include any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, whether in a physical document or in an electronic communication or form or otherwise;
- (e) references to the singular shall include references to the plural and vice versa;
- (f) references to a person shall include any individual, firm, company or corporation (whether incorporated or established or carrying on business), unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
- (g) references to any gender shall include all genders;
- (h) references to legislation or to a provision of legislation shall include a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (i) if two or more persons are included in the term "Purchaser", the provisions in these Terms shall be (i) binding on and applicable to them jointly and each of them severally, and (ii) binding on and applicable to their personal representatives and permitted assigns respectively jointly and severally; and
- (j) nothing in these Terms is to be interpreted against a Party solely on the ground that the Party put forward the Terms or a relevant part of it.

2. GENERAL

- 2.1. Unless expressly stated in these Terms or otherwise specified by Zagg NetworkTM in writing, all sales of Zagg Tokens by Zagg NetworkTM during the Token Sale shall be subject to these Terms and any documents incorporated by reference into these Terms. In the event of any conflict or inconsistency between these Terms and any such document, these Terms shall prevail to the extent of the conflict or inconsistency unless otherwise determined by Zagg NetworkTM.
- 2.2. The following shall apply in relation to Zagg Tokens:
 - (a) Zagg Tokens are not intended to be a debt, an investment or financial instrument, a share or equity interest, a security, a capital market product, a financial instrument or a derivative instrument of any of the foregoing in any jurisdiction.
 - (b) Zagg Tokens carry no rights, whether express or implied, other than a limited right of use within the platform ecosystem of the Platform, if and to the extent that the Platform is successfully developed and launched, and subject always to such terms and conditions imposed by Zagg NetworkTM.
 - (c) Zagg NetworkTM intends for Zagg Tokens to be used as payment for:
 - (i) the program fee for the registration of a person with the Platform; and
 - (ii) the transaction fee for each transaction facilitated by the Platform such as the onboarding of a new merchant on the Platform, the running of an engagement program on the Platform, the conversion of the loyalty or reward points from one merchant to another.



- (d) There is no representation, warranty, or undertaking that (i) Zagg Tokens will be listed for trading on any exchange, (ii) Zagg Tokens will be adopted for use on the Platform, or (iii) the Platform will be developed as described in the White Paper or the Website.

3. RESTRICTIONS ON PURCHASE

- 3.1. All purchases of Zagg Tokens during the Token Sale shall be subject to the completion of the KYC Checks to the satisfaction of Zagg Network™.
- 3.2. In relation to the KYC Checks, each Purchaser hereby agrees:
 - (a) to promptly comply and cooperate with all requests for information (for example, the Purchaser's identity, place of residence, and source of funds) by Zagg Network™ for the purposes of the KYC Checks;
 - (b) to ensure that all information provided to Zagg Network™ in connection with the Purchaser's participation in the Token Sale is accurate and not misleading, and to promptly notify Zagg Network™ of any change to the information supplied by Zagg Network™;
 - (c) that Zagg Network™ may (i) disclose any information relating to, or provided by, the Purchaser to Zagg Network™ to any governmental or regulatory authority or organisation, or to any other person, as may be required by any applicable laws, and (ii) report any suspicious transaction, as determined in its sole discretion, to any relevant governmental or regulatory authority or organisation; and
 - (d) any personal data submitted by the Purchaser for the purposes of the KYC Check shall be subject to the terms of the Privacy Policy.
- 3.3. A Purchaser shall not be eligible to participate in the Token Sale and must not purchase Zagg Tokens if the Purchaser is:
 - (a) (if the Purchaser is a natural person) below 18 years of age or such higher age of majority prescribed by the applicable laws;
 - (b) a citizen, resident (tax or otherwise) or a person located or domiciled in the Democratic People's Republic of Korea, People's Republic of China, or the United States of America; or
 - (c) a citizen, resident (tax or otherwise) or a person located or domiciled in any geographic area or country in which its participation in the Token Sale may be prohibited or restricted by the applicable laws (including, without limitation, any laws relating to anti-money laundering and combating the financing of terrorism).
- 3.4. Each Purchaser is responsible for seeking independent legal advice to ensure that the Purchaser's participation in the Token Sale is permitted under the laws that are applicable to the Purchaser.
- 3.5. In the event of a breach (whether actual or suspected) of any provision in this Clause 3, Zagg Network™ may in its sole and absolute discretion reject, cancel or void any Purchaser's purchase of Zagg Tokens, and such Purchaser shall hold Zagg Network™ harmless and indemnified against any loss arising from such rejection, cancellation or avoidance of purchase.

4. PURCHASE OF ZAGG TOKENS DURING THE TOKEN SALE



4.1. Issue and Distribution of Zagg Tokens

- (a) Zagg Network™ shall ensure that there is at no time more than 1,000,000,000 Zagg Tokens in circulation.
- (b) Zagg Tokens shall be distributed as follows:
 - (i) 500,000,000 Zagg Tokens will be distributed during the Private Sale, the Pre Sale and the Public Sale, as described in the White Paper;
 - (ii) 200,000,000 Zagg Tokens will be distributed to Zagg Network™'s founders, technology teams, and existing and future employees, as described in the White Paper;
 - (iii) 150,000,000 Zagg Tokens will be distributed to Zagg Network™'s advisors, consultants, and community developers, as described in the White Paper; and
 - (iv) 150,000,000 Zagg Tokens will form a reserve fund for Zagg Network™'s use at its sole and absolute discretion,subject always to any adjustments deemed necessary or desirable by Zagg Network™ in its sole and absolute discretion.
- (c) In the event any Zagg Tokens set aside for the Token Sale remain unsold for any reason, such Zagg Tokens may be allocated to the reserve fund of Zagg Network™.

4.2. Private Sale, Pre Sale and Public Sale

- (a) Subject to Clause 4.2(d), the Private Sale, the Pre Sale and the Public Sale will each commence and end in accordance with the dates and times stated on the Website (as may be updated from time to time).
- (b) The price per Zagg Token, including the applicable discounts and bonuses (if any), during the Private Sale, the Pre Sale and the Public Sale shall be as stated on the Website (as may be updated from time to time) unless otherwise indicated by Zagg Network™ in writing. Further, unless otherwise specified by Zagg Network™ in writing, the price per Zagg Token is exclusive of all applicable taxes (including, without limitation, sales, use, withholding and income tax, but excluding tax on the net income of Zagg Network™).
- (c) The minimum and maximum purchase amount for each purchase transaction during the Token Sale shall be as stated on the Website (as may be updated from time to time).
- (d) Suspension or Cancellation
 - (i) Zagg Network™ may, in its sole discretion, suspend the Token Sale at any time for security reasons or if required by the applicable laws. Any suspension of the Token Sale shall be deemed to commence immediately from the date and time specified in the notice published by Zagg Network™ on the Website. Zagg Network™ shall have the right to modify, at its sole discretion, any of the dates in these Terms to account for such period of suspension.



- (ii) Zagg Network™ may, in its sole discretion, cancel the Token Sale if required by the applicable laws. Any cancellation of the Token Sale shall be deemed to commence immediately from the date and time specified in the notice published by Zagg Network™ on the Website. In the event that the Token Sale is cancelled, Zagg Network™ shall have no obligation to any Purchaser, save for the refund of any payment made by the Purchaser to Zagg Network™. Unless otherwise agreed by Zagg Network™, all refunds shall be made in accordance with Clause 5.

4.3. Procedures and Conditions for Purchase

- (a) A Purchaser may purchase Zagg Tokens directly from Zagg Network™ during the Private Sale, the Pre Sale or the Public Sale through the Website or such other location as Zagg Network™ may specify.
 - (b) In order to purchase Zagg Tokens during the Token Sale, unless specified by Zagg Network™ in writing, the Purchaser must:
 - (i) register for the Token Sale in accordance with the procedures set out on the Website;
 - (ii) complete the KYC Checks of Zagg Network™ to the satisfaction of Zagg Network™;
 - (iii) comply with these Terms and all relevant instructions of Zagg Network™, as provided on the Website or otherwise notified to such Purchaser from time to time; and
 - (iv) maintain a fully operational and valid Wallet which complies with the requirements prescribed by Zagg Network™ and whose address has been whitelisted by Zagg Network™. Zagg Tokens purchased during the Token Sale shall be transferred into the Wallet identified by the Purchaser to Zagg Network™.
 - (c) During the Token Sale, Zagg Tokens may be purchased using BNB, BTC or ETH only. All payments for Zagg Tokens must be made to Zagg Network™ in accordance with the payment instructions provided by Zagg Network™. Failing which, (i) the Purchaser bears the risk that Zagg Network™ may not receive the payment, and such payment shall be regarded as invalid, and (ii) Zagg Network™ shall owe no obligation to the Purchaser.
 - (d) Each Purchaser shall comply with these Terms (in particular, the provisions in this Clause 4.3). Zagg Network™ shall not be responsible for any delays, losses, costs, non-delivery of Zagg Tokens or other issues arising from any non-compliance.
- 4.4. Subject to these Terms, the issue and the transfer of Zagg Tokens to the respective Wallets of the Purchasers will take place as soon as practicable after the completion of the Token Sale (as determined by Zagg Network™ in its sole and absolute discretion).
- 4.5. The Purchaser shall be responsible for implementing and maintaining adequate security measures for purchasing, storing and using Zagg Tokens, including the safe-keeping any private keys, identification or access credentials of the Purchaser's Wallet.

5. REFUND



5.1. Any refund made by Zagg Network™ to any Purchaser pursuant to these Terms shall be made in the currency of the original payment without any interest and net of any transaction, network or exchange fees.

5.2. All costs and risks arising from or relating to any refund of payment made during the Token Sale shall be borne by the Purchaser fully.

6. REPRESENTATION AND WARRANTIES

6.1. The Purchaser represents and warrants to Zagg Network™ that:

- (a) the Purchaser has carefully reviewed these Terms, the White Paper and the relevant documents, and hereby agrees to be bound by these Terms;
- (b) the Purchaser understands the costs and benefits of purchasing Zagg Tokens;
- (c) the Purchaser has made an independent investigation and assessment of whether to participate in the Token Sale, and understands and accepts the risks of purchasing Zagg Tokens (including, without limitation, those set out in the Appendix to these Terms);
- (d) the Purchaser understands that Zagg Network™ provides no advice and makes no representation as to the tax implication of any jurisdiction, and that the contents of any documents presented by Zagg Network™ are not intended to provide any advice;
- (e) the Purchaser has, to the extent necessary, consulted with the relevant legal, financial, accounting, and tax professionals in the relevant jurisdictions in making an informed decision for purchasing Zagg Tokens;
- (f) the Purchaser is not subject to any of the restrictions described in Clause 3, and has all requisite powers, authority and legal capacity under the applicable laws to enter into these Terms;
- (g) where the Purchaser is not a natural person, the Purchaser has the full right of representation (such as a power of attorney or a duly-certified resolution of the board of directors) to purchase Zagg Tokens and to accept and enter into these Terms on behalf of the legal entity;
- (h) the Purchaser has a sufficient level of understanding of the technical and economic aspects of the Token Sale and Zagg Tokens, including, without limitation, an understanding of cryptographic digital tokens (such as BNB, BTC, ETH and Zagg Tokens), smart contracts, cryptographic wallets, blockchain and all other aspect in respect of these Terms;
- (i) the Purchaser understands and accepts that Zagg Tokens do not represent any ownership right (such as a share or other similar tradeable right), dividend, share of profit or any other rights, and the purchase of Zagg Tokens does not constitute a loan to Zagg Network™;
- (j) the Purchaser acknowledges that, save as set out in Clause 4.2(d)(ii), Zagg Network™ is not required to provide a refund for any payment made during the Token Sale and all purchases of Zagg Tokens are final;
- (k) the Purchaser is able to financially bear the fluctuations in price of Zagg Tokens;



- (l) the Purchaser has received sufficient information by Zagg Network™ in these Terms, in the White Paper and in any other relevant document in regard to the Token, all aspects of the Token Sale and the risks related hereto;
- (m) the Purchaser acknowledges that the information on the Website, in the White Paper or any other documents, relating to the Token Sale, may not be exhaustive or complete, and that the Purchaser is responsible for obtaining further information and contacting Zagg Network™ if the Purchaser has any queries or concerns;
- (n) the Purchaser acknowledges that Zagg Tokens shall be provided on an "as is" basis and without any representation or warranties of any kind; and
- (o) the Purchaser is not purchasing Zagg Tokens for any illegal purpose.

7. TAXES

- 7.1. The Purchaser hereby agrees to be fully responsible for its own tax affairs, including, without limitation, any tax liability associated with or arising from the purchase of Zagg Tokens. Accordingly, the Purchaser shall be responsible for calculating, collecting, declaring, bearing and paying all taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the Purchaser's participation in the Token Sale and the receipt, holding, use, purchase, appreciation or trading of Zagg Tokens.
- 7.2. Save to the minimum extent required by the applicable laws, Zagg Network™ shall have no responsibility to collect, report or remit any applicable taxes in connection with these Terms, the Token Sale and Zagg Tokens.
- 7.3. The Purchaser must provide all information requested by Zagg Network™ or which may be necessary for determining taxable status of payments made by Zagg Network™, including information evidencing the tax residency of the Purchaser. All such information must be updated, accurate and complete.
- 7.4. The Purchaser hereby agrees to fully indemnify, defend and hold the Protected Parties harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with these Terms, the Token Sale and Zagg Tokens.

8. PRIVACY

- 8.1. By participating in the Token Sale or otherwise submitting or making available any personal data or any other information to Zagg Network™, each Purchaser consents to Zagg Network™ collecting, using, disclosing or otherwise processing such personal data in accordance with the Privacy Policy.
- 8.2. The terms of the Privacy Policy are hereby incorporated by reference into these Terms

9. DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNITY

- 9.1. The Terms, the White Paper and any other document or information made available by Zagg Network™ during the Token Sale (whether via the Website or otherwise):



- (a) are not intended to qualify as a solicitation for investment, as a prospectus or any other offering document, in any jurisdiction; and
 - (b) have not been subject to any regulatory approvals, checks or registration.
- 9.2. The information contained in or referred to in the White Paper and the Website are of a descriptive nature for information only. In particular, some of this information may be forward looking in nature and based on certain assumptions. Unless expressly and clearly stated in these Terms, no information contained in or referred to in the White Paper or the Website shall be construed to be part of these Terms nor constitute any representation, warranty or undertaking from Zagg Network™.
- 9.3. To the fullest extent permitted by any applicable law, Zagg Network™:
 - (a) is selling Zagg Tokens on an "as is" and "as available" basis, without any warranties or representations of any kind, and without prejudice to the generality of the foregoing, Zagg Network™ expressly disclaims all warranties and representations relating to Zagg Tokens, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, usage, title and non-infringement;
 - (b) shall not be liable to any Purchaser for any direct, indirect, special, incidental, consequential or exemplary loss or damage of any kind whatsoever arising directly or indirectly from any of the following:
 - (i) any receipt, holding, use, purchase, appreciation or trading of Zagg Tokens;
 - (ii) any risk in respect of the Token Sale and the Zagg Tokens, whether or not set out in the Appendix, which materialises;
 - (iii) (i) any non-performance, error, interruption or delay in the performance of its obligations under these Terms (or any part thereof), (ii) any suspension, cancellation or interruption of the Token Sale, or (iii) any inaccuracy, unreliability or unsuitability of the Website or the Platform, if this is due, whether in whole or in part, to a circumstance or event beyond the reasonable control of Zagg Network™;
 - (iv) any unauthorised or illegal participation in and purchase of Zagg Tokens by any person during the Token Sale; and
 - (v) any failure by any Purchaser to implement sufficient measures to secure Zagg Tokens transferred to the Purchaser; and
 - (c) shall not be liable to each Purchaser, in aggregate, for more than the total sum in BNB, BTC or ETH (as the case may be) paid by that Purchaser to Zagg Network™ during the Token Sale.
- 9.4. To the fullest extent permitted by any applicable law, the Purchaser shall indemnify, release and hold harmless the Protected Parties from any damage, loss, expense, fine, penalty or liability of any kind arising from or relating to:
 - (a) any act or omission by the Purchaser that is or constitutes negligent, unlawful, or wilful conduct;



- (b) the Purchaser's breach of any warranty, representation, or any other obligation set forth in these Terms; and
- (c) any enquiries or enforcement actions, in relation to the Purchaser, by the relevant regulatory or supervisory authorities.

10. INTELLECTUAL PROPERTY

- 10.1. All Intellectual Property Rights in and to the Website, the Platform and the Zagg Tokens, including their constituent elements, shall at all times belong to Zagg Network™ and the respective third party proprietors. Save as set out in Clause 10.2, no Intellectual Property Rights are granted directly, by implication or otherwise by Zagg Network™ or the relevant third party proprietor.
- 10.2. Zagg Network™ grants each Purchaser a limited permission to electronically copy and to print in hard copy the White Paper, these Terms and portions of any other document relating to the Token Sale which is presented on the Website for the sole purpose of purchasing and managing any purchase of Zagg Tokens. All other use of the foregoing materials without the prior written permission of Zagg Network™ is strictly prohibited.

11. TERMINATION

- 11.1. Zagg Network™ reserves the sole and absolute discretion to terminate the agreement entered into by the Parties pursuant to these Terms at any time, for any reason, by giving notice to the Purchaser or by publishing a notice on the Website.
- 11.2. The termination of the agreement entered into by the Parties pursuant to these Terms for any reason shall not affect any rights, remedies, obligations, or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach which existed at or before the date of termination. Further, on termination, provisions in these Terms which are by their nature intended to survive shall continue in full force and effect.

12. GENERAL PROVISIONS

- 12.1. **Amendment.** Zagg Network™ may, at its sole and absolute discretion, amend any of these Terms, any terms incorporated by reference into these Terms and the White Paper from time to time with or without notice to any person by posting the amended document or the link to the amended document on the Website. The amended document shall become effectively immediately from the time of posting.
- 12.2. **Assignment.** The Purchaser may not assign, transfer or deal in any other manner with its rights and obligations under these Terms (including without limitation the right to claim any Zagg Tokens purchased) without the prior written consent of Zagg Network™. Zagg Network™ may, without notice to the Purchaser, freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under these Terms to any related corporation, affiliate, or company with whom Zagg Network™ may merge or transfer its assets and undertakings.
- 12.3. **Entire Agreement.** These Terms (and the documents referred to herein and, if applicable, any agreement entered into by the Parties during the Pre Sale for the purchase of Zagg Tokens) set forth their entire agreement with respect to the sale and purchase of Zagg Tokens during the Token Sale. These Terms shall supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or not, relating to its subject matter.



- 12.4. **Language.** In the event that these Terms are translated or entered into in any language other than English, the English language version of these Terms shall govern and shall take precedence over the translated version.
- 12.5. **Notices.** The Purchaser agrees and acknowledges that all agreements, notices, disclosures, and other communications that Zagg Network™ provides to it, including these Terms, will be in electronic form.
- 12.6. **Partnership.** Participating in the Token Sale or purchasing Zagg Tokens does not create any form of partnership, joint venture or any other similar relationship between the Parties.
- 12.7. **Rights of Third Parties.** Except as otherwise provided herein, no person, other than the Parties, and Zagg Network™'s related corporations, shall have any right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore or any similar legislation in any jurisdiction.
- 12.8. **Severance.** If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms.
- 12.9. **Waiver.** No waiver of any term, provision or condition of these Terms by Zagg Network™ shall be effective unless such waiver is evidenced in writing and signed by Zagg Network™. No omission or delay on the part of Zagg Network™ in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
13. **GOVERNING LAW AND DISPUTE RESOLUTION**
- 13.1. These Terms and any non-contractual obligations arising out of or in connection with these Terms will be governed by and construed in accordance with the laws of Singapore (without regard to its conflict of laws principles).
- 13.2. Any dispute arising out of or in connection with these Terms (including, without limitation, the enforceability of this arbitration clause and any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this arbitration clause. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.
- 13.3. The International Arbitration Act (Cap. 143A), as amended from time to time, shall apply to any arbitration proceedings commenced under these Terms.

APPENDIX

RISKS

There are a number of risks that may materially and adversely affect a Purchaser's participation in the Token Sale. Although some of these risks have been described in this Appendix, the information in this Appendix should not be taken as comprehensive or exhaustive.

1. Participation in the Token Sale and purchase of Zagg Tokens carries significant risk. If any risk (including those described in this Appendix) materialises, it could have a severe negative impact on the Token Sale or Zagg Network™ (including but not limited to the impossibility of continuing a business or the bankruptcy of Zagg Network™) and the Purchasers may lose all the funds used to participate in the Token Sale.
2. The use of cryptocurrencies are, or may be, subject to regulatory scrutiny and control by various regulatory bodies from different jurisdictions. The approach by the regulators towards the cryptocurrencies, cryptographic digital tokens and token sales (also known as initial coin offerings) are shifting and may change to the detriment of the Token Sale. Zagg Network™ could be affected by the regulatory enquiries or actions in different jurisdictions from time to time which could impede or limit the ability to carry out the Token Sale, allow respective Purchasers from different jurisdictions to participate in the Token Sale or continue the development of the Platform. This uncertainty significantly rises the risks connected with participating in the Token Sale or with the acquisition and use of Zagg Tokens.
3. Zagg Network™ does not and is unable to advise the Purchasers on the relevant considerations in respect of their respective individual circumstances. Prior to purchasing Zagg Tokens or participating in the Token Sale, the Purchaser must carefully consider the risks involved (including but not limited to those stated in these Terms, the White Paper, the Website or any other relevant document) and, to the extent necessary, with the relevant legal, financial, accounting, and tax professionals in the relevant jurisdictions. Failing which, the Purchaser may face legal or tax exposures.
4. There is a risk in regard to the changes to the legislation and taxes as well as to the interpretation of the legislation and the taxable status of the Token Sale and Zagg Tokens by the respective regulators and authorities.
5. The Token Sale or Platform may face limited public interest, which may reduce the utility of Zagg Tokens and adversely affect the development, operation and maintenance of the Platform.
6. Although Zagg Tokens may be placed for trading on a secondary market for cryptographic tokens after the Token Sale, Zagg Network™ makes no representation or warranty in respect of the foregoing. The circulation and trading with Zagg Tokens after the Token Sale on the secondary market depends whether Zagg Tokens are admitted to trading by the respective secondary market exchange provider. There is a risk that Zagg Tokens will not become available for trading on the secondary market.
7. There is a risk of lack of stability and functioning of the secondary market exchanges for the cryptocurrencies as these exchanges are new and unregulated. This makes the secondary market exchanges more vulnerable to the cases of fraud, business or technical failure or new regulations limiting their functioning. There is also a risk that an active trading market for Zagg Tokens will not develop or sustain.
8. There is a risk that the price of Zagg Tokens could experience extreme volatility from time to time as cryptographic digital tokens are and have been subject to extreme fluctuations in price. The volatility of Zagg Tokens could differ between different jurisdictions as a result of

approach towards the cryptographic tokens and initial coin offerings by the respective regulators within these jurisdictions.

9. The Website, the White Paper, these Terms and any other document related to the Token Sale may include forward-looking statements, including expected technical or economic results. There is a risk that these forward-looking statements differ significantly as there is a possibility that the predictions in the forward-looking statements will not occur. Thus, the Purchasers should not base their expectations for future success or failure or on the forward-looking statements.
10. The ZAGG Tokens' software is developed on the Ethereum blockchain. Being an open source project, the Ethereum software could be updated or amended from time to time by anyone and it is not possible to foresee the impact of such update or amendment on the Ethereum software or Zagg Tokens developed on the software. However, any update or amendment to the Ethereum software or blockchain could lead to unexpected outcome that could have significant effect on Zagg Tokens.
11. There is a risk that the Zagg Tokens, the Platform, any Wallet used, the Website, any secondary market, or any other website are open to attacks by hackers which could result for the Purchaser or Zagg NetworkTM in losing any of the cryptographic currencies or other cryptographic digital tokens (including but not limited to Zagg Tokens) or have severe impact on the Token Sale.
12. There is a risk that anyone may introduce weaknesses or bugs into the core infrastructural elements of Zagg Tokens causing the loss, destruction or theft of Zagg Tokens.
13. There is a risk of the theft of Zagg Tokens and cryptocurrencies which are transferred from Zagg NetworkTM to the Purchaser or otherwise transferred within the platform ecosystem of the Platform.
14. There is a risk that the Platform may not be developed in the manner and to the extent as described in the White Paper.