

Terms and Conditions

November 24, 2017

This document and information contained herein may not be sent and or addressed wholly or in part, directly or indirectly, to any person in the United States or People's Republic of China, or any other jurisdiction in which it would be impermissible or restricted to offer, distribute, purchase, sell or retain cryptographic tokens.

This document or any other materials provided by Hotoken Issuer LLC or relating to the HOT do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Neither this document nor any other materials have been (or will be) registered as a prospectus with any governmental authorities.

Do not participate in the Initial Token Offering if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems as well as contribution to smart contract systems. Contributions should be undertaken only by individuals, entities, or companies

that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin, Ether, and blockchain based software systems as well as contribution to smart contract systems. Contributors should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. If you do not have such experience or expertise, then you should not participate in the Initial Token Offering.

User s must be made aware of certain risk factors, as set out in Section 5 (Risk Factors).

Prior to contributing, you should carefully consider these Terms and all other materials available concerning the HOT Token and HOT Tokens and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional.

The following Terms and Conditions govern the creation and allocation of HOT cryptographic tokens (**HOT**) by one or several smart contract software codes (jointly, the **Smart Contract System**) created by Hotoken Issuer LLC (**HotNow**) and operating on the Stellar blockchain as well as the contribution by third party individuals and entities (each, a **User**) to such Smart Contract System in the public Initial Token Offering (**ITO**).

1. Initial Token Offering Principles

a) HotNow is currently developing a decentralized platform for building effective interaction between merchants, customers, and game developers as further described in the HOT [White Paper](#) (**HOT**, the **Whitepaper**). By transferring funds (**Funds**) in Ether (**ETH**), Bitcoin (**BTC**) or fiat currency to the Smart Contract System pursuant to these Terms in order to contribute to the development of the HOT (**Contribution**), the User understands and accepts that his/her/its Contribution will be utilized to enable further development of HOT (as determined in HotNow's sole discretion). HotNow shall also arrange a public pre-sale against a guaranteed allocation of HOT Tokens (the **Pre-sale**) where Users are able to contribute Funds. These Terms and Conditions shall apply to such Pre-sale offerings, but may, at HotNow's discretion, be amended accordingly.

b) Further information on the HOT ITO can be found in the [White Paper](#) and the Initial Token Offering documentation available on the HOT website ([Hotoken.io](#)). The information contained in the White Paper, the Initial Token Offering documentation and on the HOT website are of a descriptive nature only, are not binding and do not form part of the Terms as set forth under paragraph e) below.

c) Before being eligible to participate in the Initial Token Offering, each User must register and undergo an identification (KYC) and anti-money laundering (AML) process. The registration instructions and schedule are available on the HOT website. After registration is complete and approved, HotNow will whitelist the User's address in the Smart Contract System, and the User may make a Contribution by transferring ETH, BTC or fiat currency to the Smart Contract System within the Initial Token Offering Period. The terms governing the funding process are set out in more detail in Section 2.2.

d) The User understands and accepts that HotNow may in its sole discretion determine to accept contributions from private entities and individuals of strategic value for HOT, and that such contributions may be accepted at terms that differ from these Terms.

e) The User understands and accepts that while the individuals and entities, including HotNow, assigned to this task will make reasonable efforts to develop and complete the HOT Project, **it is possible that such development may fail, and User's HOT become useless and/or valueless due to technical, commercial, regulatory or any other reasons** (see also section 5 regarding Risks).

f) Depending on the popularity of the Initial Token Offering, **it cannot be guaranteed that the User's ETH, BTC or fiat currency shall be included in the Initial Token Offering or that the User will receive HOT Tokens.** Any ETH, BTC or

fiat currency transferred that do not entitle the User to HOT will be automatically directed back to the sending address.

g) The User understands and accepts the risk that even if all or parts of the HOT are successfully developed and released in full or in parts, the HOT could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or other reasons. **The User therefore understands and accepts that the Contribution of ETH, BTC or fiat currency the creation of HOT Tokens by the Smart Contract System and the Smart Contract System allocation of HOT Tokens carry significant financial, regulatory and/or reputational risks (including the complete loss of value of HOT (if any), and attributed features of the HOT project).**

h) The User furthermore understands and accepts that the final allocation of the HOT Tokens as well as the assignment of the execution of the HOT are smart contract based. Consequently, the Smart Contract System contains code which sets forth further terms and conditions applicable to the distribution and operation of the HOT Tokens and the HotNow Platform (as defined in paragraph I) (such code, the **Smart Contract System Code**). The direct address(es) of the Smart Contract System on the Stellar blockchain is provided on the HOT website. **To the extent the terms contained herein or in any other document or communication contradict the ones set forth in the Smart Contract System, the terms of the Smart Contract System shall prevail. The access to the HotNow Platform and the functionality of the HOT Tokens' is defined by the Smart Contract System only. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to HotNow or publisher of these terms or developer of the Smart Contract System and/or any other person, HotNow and/or affiliates involved with the deployment of the Smart Contract System and the setting up of the HOT beyond those set forth in the Smart Contract System.**

i) By making the Contribution, the User expressly agrees to all of the terms and conditions, which will be set forth in Smart Contract System Code and in this document (together the **Terms**). The terms and conditions set forth in the Smart Contract System Code are incorporated by reference herein. **The User further confirms to have carefully reviewed the Terms in full, and the User further undertakes to review the Smart Contract System Code and its functions once released, and to fully understand the risks and costs associated with the allocation and holding of HOT and contributing into a Smart Contract System.**

j) This document or any other materials provided by HotNow or relating to HOT do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Neither this

document nor any other materials have been (or will be) registered as a prospectus with any governmental authorities.

k) Transfer of ETH, BTC or fiat currency, allocation, distribution or receipt of HOT, or any other act undertaken between the parties in connection with the Pre-sale or the Initial Token Offering shall not form a partnership, joint venture or any similar relationship between the User and HotNow and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the HOT Project.

l) The User acknowledges and understands that HotNow may at its discretion at any time change the name of the HOT Token and/or its symbol. HotNow shall use all reasonable efforts to ensure that such change of name and/or symbol will not adversely affect the rights of the Users or the HOT Tokens held by the Users.

2. HOT Creation

2.1 Usage Token; No Ownership, Revenue or Governance Rights

a) **Usage Token:** Ownership of HOT Tokens carries no rights express or implied other than a limited right to use HOT Tokens as a means to enable usage of and interaction with and within the HotNow Platform (HotNow Platform), if and to the extent the HOT has been successfully completed and launched.

b) **No Ownership, Revenue or Governance Rights:** In particular, User understands and accepts that **HOT Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the HOT and/or HotNow.** The HOT does not create or confer any enforceable contractual or other obligations against any third party (including HotNow, HotNow Team Members or other developers, auditors, contractors or founders associated with the HOT, the HOT Token and/or HotNow).

2.2 Contribution

a) **User Registration:** Each User who intends to participate in the Initial Token Offering must complete a registration process before being able to participate. The registration process details will be set out on the HOT website. Upon completion of the registration and approval thereof, the User's Ethereum address will be whitelisted in the Smart Contract System. The User acknowledges and understands that the registration process is laborious, and it may take time to process the User's registration.

b) **Maximum Contribution Amount:** The aggregate maximum Contribution amount for the entire allocation of HOT (including the Pre-sale and the Initial Token Offering, as well as contributions from private entities and individuals of strategic value for the HOT Project) will be defined as a hard cap and amounts to USD \$300,000,000 (excluding fees arising from or related to the contribution process), calculated using the exchange rates as determined by the US Federal Reserve or equivalent service chosen by HotNow (Maximum Contribution Amount). HotNow may, at its discretion, determine that the Maximum Contribution Amount is reached when the aggregate amount of Funds transferred to the Smart Contract System is close to the Maximum Contribution Amount, even though the actual amount of Contributions accepted by the Smart Contract System would be less than the Maximum Contribution Amount (e.g. if the aggregate amount of Contributions does not sum up to exactly the Maximum Contribution Amount).

c) **Maximum HOT Supply:** The aggregate maximum HOT supply (for Pools A and B (as set-out in paragraph f)) will be 10,000,000,000 HOT. The aggregate amount of HOT will depend on the effectively made Contributions during the Pre-sale and the Initial Token Offering and will be referred to as total HOT supply (Total HOT Supply).

d) **Contribution Period:** The Initial Token Offering period (Initial Token Offering Period) starts on the date and time set to be announced on the HOT website and continues for a period of sixty (60) days or the moment when the Maximum Contribution Amount has been reached, whichever occurs earlier.

e) **Contribution and Exchange Rates:** The contribution rate in the Initial Token Offering shall be 1 HOT for every Contribution equivalent to USD 0.10 (ten cents). The Cryptocurrency/USD exchange rate to be used throughout the Initial Token Offering shall be fixed by HotNow six (6) hours before the commencement of the Initial Token Offering Period.

f) **Token Pools:** The allocation of HOT will be determined as set out below. The Users Contributing in the Pre-sale or Initial Token Offering will be distributed HOT Tokens from Pool A. The aggregate amount of HOT Tokens that will be distributed from Pool A at the end of the Initial Token Offering Period will depend on how much Funds are Contributed.

(1) **Pool A consists of a maximum of 3,000,000,000 HOT (i.e. 30% of the Total HOT Supply).** Pool A is intended to be created by the Smart Contract System at the end of the Initial Token Offering Period and ultimately distributed (directly or via third parties) to Users that have made Contributions (either in the Pre-sale and/or the Initial Token Offering).

Pool B consists of 7,000,000,000 HOT (i.e. at least 70% of the Total HOT Supply). Pool B will be allocated and distributed at the discretion of HotNow, such

as allocation and distribution to persons who participated as managers, founders or team members, or worked to develop the ideas, implementations and supporting structures of the HOT (HotNow **Team Members**).

g) **Contribution Process:** Upon commencement of the Initial Token Offering Period, the registered, approved and whitelisted Users may transfer their ETH, BTC or fiat currency to the Smart Contract System at the address provided on the HOT Website. The tokens in the Initial Token Offering will be allocated among the Contributing Users on a first come, first served basis.

h) **Distribution of HOT to Users:** Upon receipt and acceptance of a User's Contribution, the Smart Contract System will allocate a corresponding amount of HOT to the User's Stellar address. The HOT Tokens will be non-transferable until they are released as set out in paragraph l).

i) **Undistributed tokens:** Any HOT in Pool A that have been created but for which no Contribution has ultimately been received shall be allocated to HotNow and shall be further disposed of at HotNow's discretion for purposes of the long-term benefit of the HOT Project.

j) **No Refund:** The User understands and accepts that all Contributions are final and may not be reversed. Contributions that entitle a User to HOT Tokens are non-refundable. Any Contributions that do not entitle the User to HOT Tokens (e.g. due to the amount of Contributions exceeding the Maximum Contribution Amount) will be automatically sent back to the sending address. By contributing to the HOT Project, the User acknowledges that he/she/it has no right to request a refund for any reason, and that the User will not receive money or other compensation for any HOT that is not used or remains unused. HotNow shall not be liable for any losses caused by the User attempting to Contribute from an exchange, smart contract or other non-standard single access address.

k) **Ensure the use of the original Smart Contract System:** Only the Smart Contract System(s) will allocate HOT. To the extent that any third-party website, service or smart-contract offers HOT during the Initial Token Offering Period or facilitates the allocation or transfer of HOT in any way during the Initial Token Offering Period, such third-party websites or services are, unless explicitly mentioned in these Terms, not authorized by HotNow and have no relationship in any way with HotNow.

l) **Transferability of HOT:** The Users will not be able to transfer HOT until the HOT have been released. The HOT transferability will be released at HotNow's discretion when the Initial Token Offering Period is over and all HOT (including the HOT from the Pre-sale) have been allocated and distributed; the process is currently expected to take a few weeks after the conclusion of the Initial Token Offering Period. The HOT

Tokens in Pool B shall become transferable at such time as determined by HotNow in its full discretion.

2.3 Pre-Allocation of HOT

a) The User understands and accepts that at least 70% of the Total HOT Supply will not be allocated to participants of the contribution event but as set forth below:

7,000,000,000 HOT (i.e. at least 70% of the Total HOT Supply, Pool B) will be allocated and distributed at the Discretion of HotNow.

2.4 HOT Functionality

a) HOT is only for use in connection with the HOT under the terms of the Smart Contract System and only constitutes a transferable representation of attributed functions specified in the Smart Contract System.

b) HOT is a usage token which enables users to participate on the HotNow Platform. In practice, HOT may act as a usage token in the HotNow network and a settlement token on the HotNow marketplace.

c) Ownership of a HOT carries no rights express or implied other than the right to use the HOT as a means to enable usage of and interaction with and within the HotNow Platform, if successfully completed and deployed (see section 3). Beyond this, ownership of a HOT carries no rights express or implied. In particular, the User understands and accepts that as a holder of HOT, he/she/it has no right to claim any ownership right or stake, intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the HOT and/or HotNow. Through the allocation of HOT to a User, the User receives no right to receive any revenues generated by the intellectual property rights developed as part of the HOT or any other assets. The User understands and agrees that the sole and exclusive usage rights of these intellectual property rights are retained by HotNow and/or its affiliates.

2.5 Representations and Warranties of User

a) By making the Contribution, the User represents and warrants that:

(1) the User is not a citizen or resident of a country, whose legislation conflicts with obtaining or distributing cryptographic tokens such as HOT, the contemplated allocation of HOT and/or the HOT in general;

(2) the User is not a citizen or resident of the United States or the People's Republic of China;

- (3) the User is not a resident or citizen of, or located in a geographic area that is subject to UN, US, EU, or any other sovereign country sanctions or embargoes;
- (4) any Funds used for the Contribution are: (a) good, clean, clear and are of non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind or any rights of third-party interests; and (c) have no origins that may be connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally;
- (5) the User is not listed or associated with any person or entity listed on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, or Groups and Entities Subject to EU Financial Sanctions;
- (6) the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- (7) the User understands and accepts that there is no warranty or assurance that the network of miners will allocate the HOT Tokens to the Users as proposed by these Terms;
- (8) the User has carefully reviewed the Smart Contract System Code located on the blockchain at the addresses set forth on the HOT website and fully understands and accepts the functions implemented therein;
- (9) the User is legally permitted to make the Contribution in order to create and obtain HOT Tokens in the User's jurisdiction;
- (10) the User uses cryptographic wallet software or a wallet service provider that technically supports the HOT and Stellar standard. The User understands and accepts, that failure to assure this may have the result that User will not gain access to his HOT Tokens;
- (11) the User is legally permitted to receive software and transfer Funds for the purpose of contributing to the development of the HOT Project;
- (12) the User is of a sufficient age to legally allocate and obtain HOT Tokens;
- (13) the User will take sole responsibility for any restrictions and risks associated with receiving, holding, transferring or using HOT Tokens;
- (14) the User is not Contributing the Funds to obtain HOT Tokens for the purpose of speculative investment;

(15) the User is not obtaining or using HOT Tokens for any illegal purposes;

(16) the User is purchasing the functionality of the HOT Tokens primarily to support the development, testing, deployment and operation of the HOT Project, being aware of the commercial risks associated with the HOT Project;

(17) the User waives the right to participate in a class action lawsuit or a class-wide arbitration against any entity or individual involved with the creation of HOT or otherwise involved with the HOT Project;

(18) the User understands that participation in the Initial Token Offering does not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

(19) the User understands that the Contribution of Funds, the allocation and distribution of HOT and the development of the HOT carries significant financial, regulatory and reputational risks as further set forth in section 5;

(20) the User understands and expressly accepts that there is no warranty whatsoever on the HOT Tokens, the Smart Contract System and/or the success of the HOT Project, expressed or implied, to the extent permitted by law, and that the Smart Contract System is used and HOT Tokens are allocated and distributed to and obtained by the User at the sole risk of the User on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;

(21) the User understands that the User has no right against any other party to request any refund of the Funds Contributed for the allocation and distribution of the HOT Tokens under any circumstance;

(22) the User understands that with regard to HOT, no market liquidity (including the existence of a marketplace where HOT can be transferred) may be guaranteed and the value of HOT May over time experience extreme volatility or depreciate in full;

(23) the User understands that the User bears the sole responsibility to determine if the User's transfer of Funds, the creation, allocation, ownership or use of HOT, the potential appreciation or depreciation in the value of HOT over time and/or any other action or transaction related to the HOT have tax implications for him/her/it; by receiving, holding, transferring or using HOT, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the distribution,

allocation, ownership or use of HOT or any other action or transaction related to the HOT Project.

b) As part of the HOT allocation process, the User will use his/her/its own account (address) on the Stellar network, with a private key associated to this address and password. The password is used to protect the access to the use of the User's private key. Following the creation of HOT Tokens in Pool A by the Smart Contract System, for User's participating in the Initial Token Offering, the HOT Tokens will be transferred to the address from which the Contribution was made. In order to receive the HOT Tokens, the User shall ensure that he supplies his own Stellar address and not, e.g., the address of a currency exchange like Poloniex, Coinbase, Bitfinex etc. The User understands that the User must keep his password and private key safe and that the User may not share them with anybody. The User further understands that if his/her/its private key, password and/or back-up seed is lost or stolen, the User may not be able to generate a new password or recover his/her/its private key, and if the User also loses his private keys and password, the HOT Tokens associated with the User's account (address) will be unrecoverable and will be permanently lost. Furthermore, the User understands that there may be no recovery mechanism for lost keys, passwords and/or back-up seeds, so no one may be able to provide the User with access to any HOT on accounts whose private key, password and/or back-up PIN has been lost.

3. HOT Execution

a) The User understands and accepts that the development and execution of the HOT will be performed by HotNow. For these purposes, HotNow shall be entitled to the full amount of Contributed Funds (less costs) and to the Pool B of HOT Tokens (as set out in paragraph 2.2f). These amounts cover expenses, charges and other costs that may arise by HotNow as part of the development and execution of the HOT Project. HotNow has the right to engage subcontractors to perform the entire or partial development and execution of the HOT Project. The scope of the development work will be triggered by the aggregate amount of Contributions received, as indicatively laid out in the [White Paper](#); provided, however, that HotNow shall have full discretion to determine the scope of development work. It remains at HotNow's sole discretion to decide how to allocate the funds in order to develop and execute the HOT Project.

b) The User understands and accepts that the User may not have any expectation of influence over governance on the HOT Project.

c) The User understands and accepts that the HOT will need to go through substantial development work which may result in significant conceptual, technical and commercial changes before release. The User understands and accepts that as part of the development, an upgrade of the HOT Token may be required (a so-called

hard-fork of the HOT Token) and that, if the User decides not to participate in such upgrade, he/she/it may no longer use his HOT Tokens and that any non-upgraded HOT Tokens may lose their functionality in full.

4. Audit of the Smart Contract System

a) The Smart Contract System has been, on a reasonable effort basis, audited and approved by a technical expert. The technical expert has confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art.

b) However, the User understands and accepts that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the User understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and/or the HOT Tokens are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of Funds and/or HOT.

5. Risks

a) The User understands and accepts the risks associated with Contributing Funds to the Smart Contract System and the creation and distribution of HOT as exemplary set forth above and hereinafter. In particular, the User understands and accepts the non-exhaustive list of inherent risks:

(1) **Risk of software weaknesses:** The underlying software application and software platform (i.e. the blockchain) are still in an early development stage and unproven, and there are no warranties or covenants that the process for creating or distributing HOT will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Funds and/or HOT.

(2) **Risk of cryptographic weaknesses:** The blockchain and all software dependent thereon, such as the HOT and HOT are based on the effectiveness and reliability of cryptographic solutions. However, cryptography is evolving and cannot guarantee absolute security at all times. Advances in cryptography, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems including the HOT and HOT. This could result in the theft, loss, disappearance, destruction or devaluation of the HOT held by the User.

(3) **Regulatory risk:** The blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the HOT Project, including its termination and the loss or devaluation of HOT held by the User.

(4) **Risk of insufficient information:** The HOT is at a very early developmental stage and its philosophy, consensus mechanism, algorithm, code and other technical specifications and parameters could be updated and changed frequently and constantly. While the [White Paper](#) contains the up-to-date key information related to the HOT at the date of the [White Paper](#), it is not complete or final and is subject to adjustments and updates that HotNow may make from time to time. HotNow is not in a position, nor obliged, to keep the Users closely posted on every detail of the HOT Project's development (including its progress and expected milestones, whether re-scheduled or not) and therefore will not necessarily provide the Users with timely or full access to all the information relating to the HOT that may emerge from time to time.

(5) **Risk of abandonment / lack of success:** The creation and distribution of the HOT and the development of the HOT may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The HOT is not expected to be popular, prevalent or widely used soon after its launch. The HOT and the HOT may remain marginalized in the long run, appealing to only a minimal portion of users (if any). There is thus no assurance that, even if the HOT is partially or fully developed and launched, the User will receive any benefits through the HOT held by him/her/it.

(6) **Risks related to unverified source code:** The source code of the HotNow Platform may be licensed under open-source license terms and any party related or unrelated to the HOT can propose updates, amendments, alterations or modifications to the source code. HotNow may not be able to verify or guarantee the precise results of such updates, amendments, alterations or modifications and as a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the HOT or the HOT value.

(7) **Risks related to competition:** The source code of the HotNow Platform may be licensed under open-source license terms. As a result, anyone can legally copy, replicate, reproduce, engineer, modify, improve or otherwise utilize the source code and/or underlying source code of the HotNow Platform in an attempt to develop a competing protocol, software, system or virtual platform or virtual machine, which is out of HotNow's control and may consequently compete with or even overshadow or overtake the HOT Project, which may adversely affect the HOT or the HOT value.

(8) **Risk of withdrawing partners:** The feasibility of the HOT depends strongly on the collaboration of banks and other crucial partners of HotNow. There is therefore no assurance that the HOT as a whole or parts thereof will be successfully executed as set out in these Terms or otherwise.

(9) **Risk associated with other applications:** The HOT may give rise to other, alternative projects, promoted by unaffiliated third parties, under which HOT will have no intrinsic value.

(10) **Risk of loss of private key:** HOT can only be accessed by using a Stellar wallet with a combination of the User's account information (address), private key, password and any other protection used by the User. If the User's private key file, password or the back-up seed is lost or stolen, the HOT associated with the User's account (address) or password may be unrecoverable and permanently lost.

(11) **Third party risk:** HotNow may engage third parties to manage and operate the Pre-sale and Initial Token Offering processes. HotNow has no visibility into, or possibility to control, the software or mechanisms used by such third parties, and cannot verify or guarantee the proper functionality of the third parties' software or operations.

(12) **Risk of theft:** The Smart Contract System concept, the underlying software application and software platform (i.e. the blockchain), or other assets of the HOT Project, may be exposed to attacks by hackers or other individuals that could result in theft or loss of HOT or Funds, which may lead to a loss or devaluation of Funds and/or HOT and the ability to develop the HOT Project.

(13) **Risk of mining and other malicious attacks:** As with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining and other malicious attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of HOT transactions, and expected proper execution and sequencing of contract computations.

(14) **Risk of changes in Smart Contract System:** The network of miners (or, in the future, potentially a network of staking nodes) will be ultimately in control of the Smart Contract System. A majority of these miners could agree at any point to make changes to the Smart Contract System and to run the new version of the Smart Contract System, which could lead to reduced functionality of the HotNow Platform and/or devaluation of HOT.

(15) **Risk of incompatible Wallet service:** The cryptographic wallet software or wallet service provider of the User must be technically compatible with HOT. The

failure to assure this may lead to the User being unable to gain access to his HOT Tokens.

6. Taxation

a) The User bears the sole responsibility to determine if the Contribution to the Smart Contract System; the creation, allocation, ownership and use of HOT or the purchase and thereof after allocation and distribution; the potential appreciation or depreciation in the value of HOT over time; and/or any other action or transaction related to the HOT have tax implications for him/her/it.

b) By receiving, holding, transferring or using HOT, to the extent permitted by law, the User agrees not to hold any third party (including HotNow Team Members as well as other developers, auditors, contractors or founders associated with HOT, the Smart Contract System, the HOT or HotNow) liable for any tax liability associated with or arising from the creation, allocation, distribution, ownership or use of HOT or any other action or transaction related to the HOT Project.

7. No Liability

a) The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any HotNow Team Members or other developers, auditors, contractors or founders associated with the HOT, the Smart Contract System, the HOT and/or HotNow liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, HOT, the Smart Contract System and/or the HotNow Platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence). The User further acknowledges and agrees that the HotNow Team Members or other developers, auditors, contractors or founders associated with the HOT, the Smart Contract System, the HOT and/or HotNow shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use the HOT, the Smart Contract System and/or the HotNow Platform.

b) The User further specifically acknowledges that HotNow Team Members or other developers, auditors, contractors or founders associated with the HOT, the Smart Contract System, the HOT and/or HotNow are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties and that the risk of receiving, holding, transferring and using HOT rests entirely with the User.

c) By receiving, holding, transferring or using HOT, and to the extent permitted by law, the User agrees not to hold any third party (including HotNow Team Members and other developers, auditors, contractors or founders associated with the HOT

Tokens, the Smart Contract System, the HOT Tokens and/or HotNow) liable for any regulatory implications or liability associated with or arising from the creation, allocation, distribution, ownership or use of HOT or any other action or transaction related to the HOT Project.

8. Miscellaneous

a) The Smart Contract System is located in the Cayman Islands. Consequently, the HOT creation and allocation and the assignment of the development and execution of the HOT to HotNow are considered to be executed in the Cayman Islands.

b) The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

c) The Terms govern the creation, allocation, distribution, ownership and use of HOT and supersede any public statements and other documentation about the launch of HOT and/or the Smart Contract System made by anyone in the past, present and future.

d) The applicable law is the law of the Cayman Islands. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, 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") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore.

The Tribunal shall consist of 1 arbitrator.

The language of the arbitration shall be English.

*Updated September 10, 2018