



## TERMS OF PRE-ICO TOKEN DISTRIBUTION

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 13 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your acquisition of IWWE Pre-ICO Tokens (“**IWWE Tokens**”, “**IWWE**”) during the Token distribution period (“**Distribution Period**”) from IW World Exchange (“**IWWE platform**”, “**the team**,” “**team**,” “**we**,” or “**us**”) is subject to these Terms of Token Distribution (“**Terms**”). Each of you and the team are a “**Party**,” and together the “**Parties**.”

By acquiring IWWE Tokens during the Distribution Period, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [info@iwwexchange.com](mailto:info@iwwexchange.com).

You and the team agree as follows:

### 1. Purpose and Use of IWWE Tokens

The purpose of the IWWE Tokens is to facilitate the growth of the IWWE Exchange to serve as an online platform for individuals to buy and sell cryptocurrencies and shares listed on the platform. Subscribers to the IWWE Tokens will be entitled to exchange it with equal number of ICO Tokens.

By acquiring IWWE Tokens, you acknowledge that you understand and have no objection to these procedures and material specifications.

The IWWE Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

### 2. Scope of Terms

Unless otherwise stated herein, these Terms govern only your acquisition of IWWE Tokens during the Distribution Period.

Any use of and provision of Services on the IW World Exchange Trading Platform will be governed primarily by other applicable terms and policies (collectively, the “**Service Terms and Policies**”), which will be made available on our website. We may add new terms or policies to the Service Terms and Policies in our sole discretion, and may update each of the Service Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Service Terms and Policies shall control.

### **3. Cancellation; Refusal of Acquisition Requests**

Your acquisition of IWWE Tokens during the Distribution Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel IWWE Token acquisition requests at any time in our sole discretion.

### **4. Acknowledgment and Assumption of Risks**

You acknowledge and agree that there are risks associated with acquiring IWWE Tokens, holding IWWE Tokens, and using IWWE Tokens, as disclosed and explained in **Exhibit A**. If you have any questions regarding these risks, please contact us at [info@iwwexchange.com](mailto:info@iwwexchange.com).

BY PURCHASING IWWE TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

### **5. Security**

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold IWWE Tokens you acquire, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your IWWE Tokens. We are not responsible for any such losses.

### **6. Personal Information**

We may be required to obtain certain information about you in order to complete the distribution. If we are so required, and you do not provide the information, then we may be unable to complete the distribution or deliver your IWWE Tokens to you.

### **7. Taxes**

The acquisition cost that you spend for IWWE Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your acquisition of IWWE Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your acquisition of IWWE Tokens.

### **8. Representations and Warranties**

By acquiring IWWE Tokens, you represent and warrant that:

- (a) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of acquiring the IWWE Tokens;
- (b) You have read and understand these Terms (including all Exhibits);
- (c) You have obtained sufficient information about the IWWE Tokens to make an informed decision to acquire the IWWE Tokens;
- (d) You understand that the IWWE Tokens confer only the right to provide and receive Services in the IWWE Platform and confer no other rights of any form with respect to the IWWE Platform or the team, including, but not limited to, any voting, distribution, redemption, liquidation, or other financial or legal rights;

- (e) You are not acquiring IWWE Tokens for any uses or purposes other than to provide or receive Services in the IWWE Platform, including, but not limited to, any investment, speculative or other financial purposes;
- (f) Your acquisition of IWWE Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the acquisition of the IWWE Tokens and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such acquisition, and (iii) any governmental or other consents that may need to be obtained;
- (g) You will comply with any applicable tax obligations in your jurisdiction arising from your acquisition of IWWE Tokens;
- (h) If you are acquiring IWWE Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly); and
- (i) You are not a resident or domiciliary of The United States or any jurisdiction that regulates or forbids any of these terms; and
- (j) Your acquisition of IWWE Tokens will be made from an address whose private keys you control. You will not use an exchange or other third party address, as this will likely result in loss of your tokens; and
- (k) Your contributions to the Token Distribution process are a freewill gift, made without coercion or incentive, and based on no promises or incentives, but instead with the intent to voluntarily support the teams efforts to further develop the IWWE Platform service; and
- (l) Your receipt of IWWE Tokens is for the purposes of participating in the existing services, and you are not choosing to contribute based on any expectation of future features or promises.

## 9. Indemnification

- (a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the team and our respective past, present and future members, associates, employers, employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Team Parties**") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your acquisition or use of IWWE Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- (b) The team reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 9(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the team.

## 10. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE IWWE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE IWWE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE IWWE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE IWWE TOKENS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE IWWE TOKENS OR THE DELIVERY MECHANISM FOR IWWE TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you. If this is the case, then per section 9(i) of this agreement, the distribution is not offered to you, and your participation is forbidden.

## 11. Limitation of Liability

- (A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL THE TEAM OR ANY OF THE TEAM PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE IWWE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE TEAM AND THE TEAM PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE IWWE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE IWWE TOKENS.
- (B) THE LIMITATIONS SET FORTH IN SECTION 11(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE TEAM.
- (C) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you. If this is the case, then per section 8(i) of this agreement, the distribution is not offered to you, and your participation is forbidden.

## 12. Release

To the fullest extent permitted by applicable law, you release the team and the other Team Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

### 13. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED IN THE UNITED STATES. IF YOU ARE LOCATED IN THE UNITED STATES, THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE TEAM AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- (a) **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the team (i) waive your and the team’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and The team’s respective rights to a jury trial. Instead, you and the team will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
- (b) **No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and the team and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
- (c) **Federal Arbitration Act.** These Terms affect interstate commerce and the enforceability of this Section 13 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.
- (d) **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitratable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the team shall be sent by e-mail to the team at [info@iwwexchange.com](mailto:info@iwwexchange.com) . Notice to you shall be by email to the then-current email address in your Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the team cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the team may, as appropriate and in accordance with this Section 13, commence an arbitration proceeding or, to the extent specifically provided for in Section 13(a), file a claim in court.
- (e) **Process.** Any arbitration will occur in Hamilton, Bermuda. Arbitration will be conducted confidentially by a single arbitrator in accordance with the current rules of the ICC International Court of Arbitration (“**ICCICA**”), which are hereby incorporated by reference.
- (f) **Authority of Arbitrator.** As limited by the FAA, these Terms and the applicable ICCICA rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitratable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) **Rules of ICCICA.** The rules of ICCICA and additional information about ICCICA are available on the ICCICA website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of ICCICA, or (ii) waive your opportunity to read the rules of ICCICA and any claim that the rules of ICCICA are unfair or should not apply for any reason.

#### **14. Governing Law and Venue**

These Terms will be governed by and construed and enforced in accordance with the laws of Republic of The Gambia, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration will be resolved exclusively in the courts of Republic of The Gambia.

#### **15. Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

#### **16. Miscellaneous**

These Terms constitute the entire agreement between you and us relating to your acquisition of IWWE Tokens. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing IWWE Tokens does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

\* \* \* \* \*

## Exhibit A

### Certain Risks Relating to Acquisition, Distribution and Use of Tokens

**Important Note:** As noted elsewhere in these Terms, the IWWE Tokens are not being structured or distributed as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit A is intended to form the basis for any investment decision, and no specific recommendations are intended. Team 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 Exhibit A, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

**By acquiring, holding or using Tokens, you expressly acknowledge and assume the following risks:**

#### 1. Risk of Losing Access to Tokens Due to Loss of Private Key(s)

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

#### 2. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the IWWE Platform or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the IWWE Platform is based on open-source software, there is a risk that a third party or a member of the Team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the IWWE Platform, which could negatively affect the IWWE Platform and the Tokens.

#### 3. Risks Associated with the IWWE Platform

E-commerce platforms are subject to legal and regulatory requirements in certain jurisdictions, which may impact where the Services may be made available, and therefore your ability to use IWWE Tokens for the Services.

#### 4. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the IWWE Platform and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the IWWE Platform and the Tokens. Regulatory actions could negatively impact the IWWE Platform and the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that require registration or licensing. Team may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

## **5. Risks Associated with the Development and Maintenance of the IWWE Platform**

The IWWE Platform is still under development and may undergo significant changes over time. Although we intend for the Tokens and IWWE Platform to follow the specifications set forth, and will take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Tokens or IWWE Platform for any number of legitimate reasons. This could create the risk that the Tokens or IWWE Platform, as further developed and maintained, may not meet your expectations at the time of acquisition. Furthermore, despite our good faith efforts to develop and maintain the IWWE Platform, it is still possible that the IWWE Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the IWWE Platform and Tokens.

## **6. Risk of an Unfavorable Fluctuation Currency Value**

The Team intends to use the proceeds from selling IWWE Tokens to fund the maintenance and development of the IWWE Platform, as described further in the Whitepaper. The proceeds of the distribution of IWWE Tokens will be denominated in various currencies, and may be converted into other cryptographic and fiat currencies. If the value of the currencies fluctuates unfavorably during or after the Distribution Period, the Team may not be able to fund development, or may not be able to develop or maintain the IWWE Platform in the manner that it intended.

## **7. Unanticipated Risks**

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this **Exhibit A**, there are other risks associated with your acquisition, holding and use of Tokens, including those that the Team cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this **Exhibit A**.