

Gath3r Token Sale Terms of Service

Welcome to Gath3r and our Fundraising Terms of Service (these “**Terms**”). These Terms are important and affect your legal rights, so please read them carefully. Note that Section 17 of these Terms contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

By accessing or using the websites, mobile applications (collectively, the “**Sites**”) or Services provided by Gath3r or our subsidiaries or other affiliates (collectively, “**Gath3r**,” “**we**,” “**us**” or “**our**”) that link to these Terms, you agree to be bound by these Terms and all of the terms incorporated herein by reference.

These Terms and any terms expressly incorporated herein govern the purchase (the “**Purchase**”) by you (“**Purchaser**” or “**you**”) of the related ERC-20 compatible tokens distributed on the Ethereum blockchain (the “**GTH tokens**” or “**GTH**”) from Gath3r, LTD, a private limited company incorporated in the British Virgin Islands. The Terms govern the token sale period (the “**Sale Period**”) and your use of the related ERC-20 GTH Token Contract (the “**Gath3r Token Smart Contract**”)

If you do not agree to these Terms, you may not access or use the Sites or Services. If you do not agree to these Terms, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF GTH TOKENS.

Note for persons and entities associated with the United States of America:

IF YOU ARE A CITIZEN, GREEN CARD HOLDER OR RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE UNITED STATES OF AMERICA OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA (COLLECTIVELY, “**USA PERSONS**”), DO NOT PURCHASE OR ATTEMPT TO PURCHASE GTH OR USE THE GATH3R SMART CONTRACT OR THE GATH3R SMART SALE CONTRACT UNLESS YOU ARE AN **ACCREDITED INVESTOR** AS DEFINED IN SECTION 1. USA PERSONS ARE STRICTLY PROHIBITED AND RESTRICTED FROM MAKING CONTRIBUTIONS TO GATH3R AND USING THE GATH3R SMART CONTRACTS IF THEY ARE NOT ACCREDITED INVESTORS. GTH MAY NOT BE MARKETED, OFFERED, OR SOLD DIRECTLY OR INDIRECTLY TO USA PERSONS UNLESS THEY ARE ACCREDITED INVESTORS, AND NEITHER THIS SITE NOR THIS AGREEMENT, NOR ANY MATERIAL OR INFORMATION CONTAINED HEREIN PERTAINING TO GTH, MAY BE SUPPLIED TO USA PERSONS OR USED IN CONNECTION WITH ANY OFFER FOR THE SALE OF GTH TO USA PERSONS THAT ARE NOT ACCREDITED INVESTORS. USA

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PERSONS THAT PARTICIPATE IN THE GATH3R TOKEN SALE BY PROVIDING FALSE OR INNACURATE INFORMATION ABOUT THEIR CITIZENSHIP, RESIDENCY, NATIONALITY, AND/OR ACCREDITED INVESTOR STATUS, SHALL BE IN BREACH OF THESE TERMS AND SHALL INDEMNIFY GATH3R IN RESPECT OF ANY DAMAGES AND/OR LOSES SUFFERED DUE TO THIS BREACH IN ACCORDANCE WITH THE INDEMNIFICATION PROVISIONS SET OUT IN THESE TERMS.

Note for persons and entities associated with jurisdictions unfriendly toward cryptocurrencies.

FOR RESIDENTS OF **CHINA, ALGERIA, BOLIVIA, ECUADOR, BANGLADESH, NEPAL, AND PAKISTAN**: GTH ARE NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED IN **CHINA, ALGERIA, BOLIVIA, ECUADOR, BANGLADESH, NEPAL, AND PAKISTAN** OR ANY OTHER COUNTRY OR TERRITORY THAT IS SUBJECT OF COUNTRY-WIDE OR TERRITORY-WIDE SANCTIONS.

THE INFORMATION CONTAINED IN THIS SITE AND THIS AGREEMENT DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, OR AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT, OR SOLICITATION OF AN OFFER TO BUY SECURITIES. GTH ARE NOT AN INVESTMENT. GTH ARE NOT INVESTMENT PRODUCTS BUT WILL BE REQUIRED TO USE THE GATH3R PLATFORM WHEN IT IS COMPLETED. THERE SHOULD BE NO EXPECTATION OF FUTURE PROFIT OR GAIN FROM THE PURCHASE OF GTH ALONE.

THE SITE IS NOT INTENDED FOR USE BY ANYONE UNDER THE AGE OF 18. GTH MAY NOT BE PURCHASED THROUGH THE SITE BY ANYONE UNDER THE AGE OF 18. BY USING THE SITE AND/OR PURCHASING GTH THROUGH THIS SITE, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER.

Use of GTH: Gath3r.io provides web-based cryptocurrency mining services to website hosters and content distributors. The GTH are used by Gath3r's clients to pay for Gath3r's services, and to ensure that the mining is done and the rewards are distributed via automated smart contracts.

Nature of Beta. Gath3r may offer additions to our Sites and Services as part of a beta test phase. All or portions of the Sites and Services included in this test phase may not function correctly or may contain errors. Gath3r is not obligated to correct, nor is it responsible for, errors or the effects of such errors while the beta test phases of these Sites and Services are active. Further, you acknowledge that Gath3r has no express or implied obligation to announce or make available any particular features of the beta Sites and Services in the future. Should these Sites and Services launch publicly after the beta phase, it may have features or functionality that are different than those found in the beta version licensed herein.

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These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. If you are using the Sites or Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity agrees to be responsible to us if you or such entity violates these Terms.

These Terms do not alter in any way the laws of the jurisdiction where you live. You hereby represent and warrant that you are authorized in your country and its regulatory framework to accept GTH (for example, if you are in the United States, you acknowledge that you are an "Accredited Investor"). You also represent and warrant that you assume all responsibility for ownership over the GTH Token, and that if the regulations in your country change, you will follow the proper procedures to conform to the relevant law.

Gath3r reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Sites or Services, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or Services. If you do not agree to the revised Terms, you may not access or use the Sites or Services.

1. Scope of Terms.

1.1. Scope. Unless otherwise stated herein, this Agreement governs your purchase of the GTH tokens from us during the Sale Period, and your corresponding use of the GTH website, services, and blockchain platform, and decentralized applications.

1.2. White Paper. Gath3r has prepared a white paper, available on our [site](#) which describes the proposed use of the GTH tokens (the "**White Paper**"). The White Paper is of a descriptive nature only and is not binding and does not form part of these Terms.

1.3. Privacy Policy. Please refer to our [Data Use and Privacy Policy](#) for information about how we collect, use and disclose information about the investors, investments, and you.

2. Eligibility. The Sites and Services are not targeted toward or intended for use by anyone under the age of 18. By using the Sites and Services, you represent and warrant that you (a) are 18 years of age or older, (b) have not been previously suspended or removed from the Sites, or engaged in any activity that could

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result in suspension or removal from the Sites, (c) do not have more than one Gath3r account, and (d) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party, or laws of any jurisdiction that pertains to you or your investment funds.

2.1. **Accredited Investor.** An Accredited Investor is a person or entity that can deal with security instruments without having to register with the financial authorities of the jurisdiction in which they reside or work. For a person to be an Accredited Investor in the United States, they must demonstrate an annual income of \$200,000 (or \$300,000 for joint income), for the last two years with the expectation of earning the same or higher income. An individual must have earned income above those thresholds over the last three years. The income test cannot be satisfied by showing one year of an individual's income and the next two years of joint income with a spouse (unless they were married within the period in question). A person is also considered an accredited investor if they have a net worth over \$1 Million, either individually or jointly with their spouse. The SEC also considers a person to be an accredited investor if they are a general partner, executive officer, director, or a related combination thereof for the issuer of unregistered securities. An entity is an Accredited Investor if it is a private business development company or an organization with assets exceeding over \$5 Million. For more clarity on this definition, visit the SEC website (<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8edfd12967d69c024485029d968ee737&r=SECTION&n=17y3.0.1.1.12.0.46.176>).

3. Token Sale Procedures and Specifications

3.1. **General.** Gath3r intends to allocate and distribute a limited number of GTH tokens (the "GTH Token Sale"). Important information about the procedures and specifications is provided here (insert hyperlink to directions), including, but not limited to, details regarding the timing and pricing of the GTH Token Sale, the amount of tokens we will sell, and our anticipated use of the token sale proceeds. BY PURCHASING GTH, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND HAVE NO OBJECTION TO THESE PROCEDURES AND SPECIFICATIONS.

3.2. **Final Sale.** Your Purchase of gaht3r Tokens from us during the Sale 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 GTH Token purchase requests at any time in our sole discretion.

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3.3 Not an Offering of Securities. Purchaser acknowledges and agrees that the sale of GTH Tokens and the GTH Tokens themselves are not designed to be an investment, security, share or equity interest, debt or loan nor a derivative instrument of any of the foregoing but may be defined as such at a later date by various securities regulators around the world. This Agreement and all other documents referred to in this Agreement, do not constitute a prospectus or offering document and are not an offer to sell nor the solicitation of an offer to buy an investment, security, share, equity interest or debt nor a derivative interest of any of the foregoing.

3.4. Not an Investment. Purchaser should not participate in the GTH Token Sale or Purchase GTH Tokens for investment purposes. The Purchase of GTH Tokens pursuant to this Agreement is not designed for investment purposes and should not be considered as a type of investment, because the GTH Token will not gain value unless the holder actively participates in the Gath3r Platform. GTH Tokens may not be transferred until the end of the Sale Period and are subject to certain vesting periods as set forth below in Exhibit A. Purchaser acknowledges, understands and agrees that Purchaser should not expect, and there is no guarantee or representation or warranty by Gath3r, that (a) GTH Tokens will be listed for trading on any exchange, or (b) the Gath3r Platform will be adopted as described in the White Paper and not in a different or modified form.

3.5. Not for Speculation. Purchaser acknowledges and agrees that Purchaser is not purchasing GTH Tokens for purposes of investment or speculation or for immediate resale or other financial purposes. Purchaser acknowledges and agrees that Purchaser has no expectation of economic benefit or profit from purchasing GTH Tokens. Purchaser agrees that if Purchaser determines to transfer GTH Tokens, Purchaser will not portray GTH Tokens to prospective transferees as an investment opportunity to obtain an economic benefit or profit.

3.6. Registration, Account and Communication Preferences. In order to access and use certain areas or features of the Sites and Services, you will need to register for a Gath3r account. By creating an account, you agree to (a) provide accurate, current and complete account information about yourself [including that you are an accredited investor in the jurisdiction where you invest from, or that you are otherwise operating within the regulations that appertain to you], (b) maintain and promptly update from time to time as necessary your account information, (c) maintain the

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security of your password and accept all risks of unauthorized access to your account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Sites, Services, or your account.

By creating a Gath3r account, you also consent to receive electronic communications from Gath3r (e.g., via email or by posting notices to the Sites or Services). These communications may include notices about your account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

4. **Payment Obligations.** A subscription may be necessary for you to access certain parts of a Service. By agreeing to these Terms, you accept the responsibility to cover these subscription costs as indicated during your enrollment with Gath3r or based on future requests made through the Services. Payment must be made by you or on behalf of you via a valid credit or debit card. By providing payment information to Gath3r, you represent that you are authorized to make transactions using that payment method, and you authorize Gath3r to make necessary charges against that payment method - automatic, recurring, or individual - as part of providing the Services. You may cancel payment by downgrading or stopping services through your member settings. You further acknowledge that you are responsible for any applicable state, federal, or other taxes as well as any fees associated with your subscription to Services unless otherwise noted.

5. **License to Access and Use Our Sites, Services, and Content:** Unless otherwise indicated in writing by us, the Sites and Services, and all content and other materials contained therein, including, without limitation, the Gath3r logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Content**") are the proprietary property of Gath3r or our licensors or users, as applicable, and are protected by U.S. and international

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6. No Other Rights Created

6.1. Trademarks: "Gath3r," the Gath3r logo and any other Gath3r product or service, logos or slogans that may appear on the Sites or Services are trademarks of Gath3r and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Gath3r" or any other Gath3r, trademark or Product or service Gath3r without our prior written permission. In addition, the look and feel of the Sites and Services, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Gath3r and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product Gath3rs and company Gath3rs or logos mentioned on the Sites or Services are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by Gath3r, trademark, manufacturer,

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supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Gath3r.

6.2. No Claim, Loan or Ownership Interest. The Purchase of GTH Tokens (a) does not provide Purchaser with rights of any type with respect to Gath3r or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary or other financial or legal rights, (b) is not a loan to Gath3r and (c) does not provide Purchaser with any ownership or other interest in Gath3r.

6.3. Intellectual Property. Gath3r retains all right, title, and interest in all of Gath3r's intellectual property, including, without limitation, inventions, ideas, discoveries, software, processes, marks, methods, information, and data, whether or not protectable by patent, copyright, or trademark. Purchaser may not use any of Gath3r's intellectual property for any reason without Gath3r's prior written consent.

7. Hyperlinks. You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Sites for noncommercial purposes, provided that such link does not portray Gath3r or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Gath3r logo or other proprietary graphic of Gath3r to link to the Sites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Gath3r trademark, logo or other proprietary information, including the images found on the Sites or services, the content of any text or the layout or design of any page, or form contained on a page, on the Sites without our express written consent. Gath3r makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites accessible by hyperlink from the Sites or of websites linking to the Sites. Such sites are not under our control, and we are not responsible for the contents of any linked site, any link contained in a linked site, or any review, changes or updates to such sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply our affiliation, endorsement or adoption of any site or any information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

8. Third-Party Content. We may display content from third parties through the Sites and Services (collectively, "**Third-Party Content**"). We do

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not control, endorse or adopt any Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that Gath3r is not responsible or liable in any manner for such interactions or Third-Party Content.

9. **User Conduct.** You agree that you will not violate any law, contract, regulation, intellectual property, or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites or Services. You agree that you will abide by these Terms and will not:

- o Provide false or misleading information to Gath3r;
- o Use or attempt to use another user's account without authorization from such user and Gath3r;
- o Use the Sites or Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or Services, or that could damage, disable, overburden or impair the functioning of the Sites or Services in any manner;
- o Develop, utilize, or disseminate any software, or interact with our API in any manner, that could damage, harm, or impair the Sites or Services;
- o Reverse engineer any aspect of the Sites or Services, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites or Services;
- o Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Sites or Services that you are not authorized to access;
- o Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites and Services, extract data or otherwise interfere with or modify the rendering of Site pages or functionality;
- o Use data collected from our Sites and Services to contract individuals, companies, or other persons or entities;
- o Use data collected from our Sites and Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);

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- o Bypass or ignore instructions contained in the robots.txt file, accessible at <https://www.gath3r.io/>, that controls all automated access to the Sites or Service;
- o Use the Gath3r ("Gath3r") as an investment itself, or anything other than a utility for accessing the Site or the Service; or
- o Use the Sites or Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these **Terms**.

10. Security

10.1. Your Obligations. You are responsible for implementing reasonable measures for secure access to the device, wallet, vault, or other storage mechanism you use to Purchase, receive and hold GTH Tokens you Purchase from us, including any requisite private key(s), usernames, passwords or other login or 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 GTH Tokens. We are not responsible for any such losses. You understand and agree that all Purchases of GTH Tokens are non-refundable and you will not receive money or other compensation for any GTH Tokens purchased.

10.2. KYC ("know your customer") process. You accept that you will receive your GTH *ONLY* after having successfully passed through our GTH process (which includes an Accredited Investor check as well as a geographic and individual sanctions check). This means that GTH will not be distributed until you have passed through this screening successfully. If you fail to pass the KYC screening you will not receive your GTH. In the case that you do not successfully pass the KYC screening, you agree that Gath3r will hold your funds until the GTH are fully distributed. You agree that Gath3r may use your submitted information in any way required by law or deemed necessary and that your funds used to purchase GTH will not be automatically refunded to you without first submitting a refund request and that a refund request **MUST** be submitted within 6 (six) weeks of the Sale Period end date. A valid user account on the Gath3r platform is required to receive your Tokens because your Tokens will be delivered to this account.

11. Tax Treatment. The purchase price that you pay for GTH Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your Purchase of GTH 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 Purchase of GTH Tokens.

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You acknowledge, understand and agree that (a) the Purchase and receipt of GTH Tokens may have tax consequences for you, (b) you are solely responsible for compliance with your tax obligations, and (c) Gath3r bears no liability or responsibility with respect to any tax consequences to you associated with or arising from the creation, ownership, use or liquidation of GTH Tokens or any other action or transaction related to the Gath3r Platform or the GTH Token Sale.

- 12. Feedback.** You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Gath3r, the Sites, Services, or the its blockchain platform (collectively, "**Feedback**"). Feedback is nonconfidential and shall become the sole property of Gath3r. Gath3r shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
- 13. Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Gath3r, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Gath3r Parties"), from and against all actual or alleged Gath3r Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Services, (b) any Feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of another.

You hereby indemnify Gath3r and all related parties of, and assume any liability for, your use of the Gath3r or the Site or Service that violates any regulatory scheme or law in any jurisdiction that you live, operate, or do business with. You assume all responsibility of keeping up to date with changes in regulatory schemes in your location and will not hold Gath3r

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liable for any violation of any regulation that pertains to you.

You agree to promptly notify Gath3r of any third-party Claims and cooperate with the Gath3r Parties in defending such Claims.

You further agree that the Gath3r Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Gath3r.

12. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY GATH3R, THE SERVICES AND THE GATH3R CONTENT CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. GATH3R DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES AND GATH3R CONTENT CONTAINED THEREIN. GATH3R DOES NOT REPRESENT OR WARRANT THAT GATH3R CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE GATH3R ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND GATH3R CONTENT SAFE GATH3R CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

SOME JURISDICTIONS MAY NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

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Reference to any products, services, processes or other information by trade Gath3r, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

15. Limitation of Liability; Release. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GATH3R OR ANY OF THE OTHER GATH3R PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES OR CONTENT OR THE USE OF ANY SERVICE OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM GATH3R, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO GATH3R 'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY 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).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF GATH3R ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE

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ACCESS TO AND USE OF THE SITES, SERVICES AND MATERIALS OR ANY PRODUCTS OR SERVICES PURCHASED FROM US EXCEED THE AMOUNT YOU PAID TO GATH3R IN CONNECTION WITH THE EVENT GIVING RISE TO SUCH LIABILITY OR, IF YOU HAVE NOT PAID, \$100.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

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IN NO EVENT SHALL GATH3R OR ANY OF THE OTHER GATH3R PARTIES BE LIABLE FOR ANY USER TREATING THE GATH3R TOKEN, OR ANY SERVICES OF GATH3R AS A SECURITY OR TRADING TOKENS ON AN EXCHANGE. *GATH3R OFFERS A SERVICE, NOT AN INVESTMENT.*

16. **Modifications to the Sites and Services.** We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Sites, the blockchain platform (or any features or parts thereof) or the provision of the Services at any time and without liability therefor.

17. **Dispute Resolution; Arbitration.** PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH GATH3R LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

17.1 Binding Arbitration: *All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.*

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") arising out of or related to a violation of Section 8 or 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, GTH, logos, trade secrets or patents, you and Gath3r agree (a) to waive your and Gath3r respective rights to have any and all Disputes arising from or related to these Terms,

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or the Sites, Content or Services, resolved in a court, and (b) to waive your and Gath3r respective rights to a jury trial. Instead, you and Gath3r agree to 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).

17.2 No Class Arbitrations, Class Actions or Representative Actions: You and Gath3r agree that any Dispute arising out of or related to these Terms or the Sites, Content, or Services is personal to you and Gath3r and that such Dispute 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. You and Gath3r agree that 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, you and Gath3r agree that 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.

17.3 Arbitral Rules: *All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.* You and Gath3r agree that these Terms affect interstate commerce and that the enforceability of this Section 16 shall be both substantively and procedurally governed by and construed and enforced in accordance with the International Chamber of Commerce to the maximum extent permitted by applicable law.

17.4 Notice: Informal Dispute Resolution: You and Gath3r agree that each party will notify the other party in writing of any arbitrable 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 Gath3r shall be sent by certified mail or courier to Gath3r.io, LLC of P.O. Box 418 Road Town, Tortola, VG 1110 British Virgin Islands. Your notice must include (a) your Gath3r, postal address, telephone number, the email address you use or used for your Gath3r account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with Section 3 and will include (x) our Gath3r, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Gath3r

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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 Gath3r may, as appropriate and in accordance with this Section 17, commence an arbitration proceeding or, to the extent specifically provided for in Section 17.1, file a claim in court.

17.5 Process: Except for Disputes arising out of or related to a violation of Section 8 or 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 Gath3rs, logos, trade secrets or patents, you and Gath3r agree that any Dispute must be commenced or filed by you or Gath3r within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that you and Gath3r will no longer have the right to assert such claim regarding the Dispute). You and Gath3r agree that (a) any arbitration will occur in the British Virgin Islands, and that (b) the arbitration will be conducted confidentially by a single arbitrator in accordance with the International Chamber of Commerce Rules, available here and which are hereby incorporated by reference. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

17.6 Authority of Arbitrator: As limited by the laws of the British Virgin Islands, these Terms and the applicable Arbitral rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) 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.

17.7 Severability: If any term, clause or provision of this Section 17 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 17 will remain valid and enforceable. Further, the waivers set forth in Section 17.2 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

17.8 Opt-Out Right: You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this

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Section 17 by writing to: Gath3r.io, LTD of P.O. Box 418 Road Town, Tortola, VG 1110 British Virgin Islands order to be effective, the opt out notice must include your full Gath3r and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 18.

18. Governing Law and Venue. These Terms, your access to and use of the Sites and your use of the Services shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands (“BVI”), without regard to conflict of law rules or principles (whether of the BVI or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the courts of the BVI sitting in the BVI.

19. Termination. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to use the Services, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

20. Severability. If any term, clause or provision of these Terms is held invalid 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.

21. Survival. The following sections will survive the expiration or termination of these Terms and the termination of your Gath3r account: all defined terms and Sections 1, 3, 5 (first paragraph only), and 5 through 19.

22. Miscellaneous. These Terms constitute the entire agreement between you and Gath3r relating to your access to and use of the Sites and your use of the Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Gath3r prior, concurrent or subsequent circumstance, and Gath3r's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.