EXPERTY TERMS & CONDITIONS

version no 0.1, effective as of 29.06.2018.

Please read the following Terms & Conditions carefully before registering and starting to use the Experty platform.

Any references in this Terms & Conditions to 'we' or 'us' are to MobileWeb Pro spółka z ograniczoną odpowiedzialnością with its registered seat in Gliwice, Poland, address: Józefa Wieczorka 11/9, 44-100 Gliwice, registered under no. 0000570490 in the register of entrepreneurs of National Court Register kept by the District Court in Gliwice, X Commercial Department of the National Court Register, tax identification number (NIP): 6312658250, statistical number (REGON): 362196570, share capital: PLN 5,000.00 ("**MobileWeb Pro**"), whereas any references to 'you' or 'your' are to the person who aims to use the Platform.

<u>Summary</u>

Experty is a blockchain-based calling platform that allows two or more people to connect via video or audio call. The platform aims to facilitate the knowledge exchange online. Within the application, a knowledge provider can set their rate per minute, which is paid by the knowledge seeker when they call. This exchange is settled seamlessly through the blockchain using an Ethereum smart contract coupled with off-chain software. The payment is made exclusively by the utility tokens – EXY.

1. **General**

   1.1.   This document determines general terms and conditions of using the Experty Platform.

   1.2.   **Eligibility.** In order to use the Platform you must be at least 18 years old and have a full capacity to undertake legal actions.

   1.3.   **Technical Requirements.**

   The App is available for mobile devices, capable of accessing the Internet via GSM or UMTS or WiFi connections running on iOS, Android operating systems. The APP is compatible with the following systems: Android v.5.0 and higher;

2. **Definitions**

   2.1.   **"Account"** means the User's account on the Platform, created in accordance with the T&C;

   2.2.   **"Agreement"** means the agreement concluded between you and us under the T&C;

   2.3.   **"App"** means the application created by us in order to access the Platform from your mobile device;

   2.4.   **"Services"** means video and audio calls supported by us on the Platform;

   2.5.   **"Ethereum Wallet"** means a client-side interface that consists of private and public keypair;

   2.6.   **"EXY"** means the Experty cryptographic tokens;

   2.7.   **"Knowledge Provider"** means the User who share his knowledge on the Platform in exchange for EXY.

   2.8.   **"Knowledge Seeker"** means the User who seeks for an advice from the Knowledge Providers on the Platform;

2.9. **"Platform"** means the Experty Platform;

2.10. **"User"** means the individual who has created the Account on the Platform;

2.11. **"Terms & Conditions ("T&C")** means this document;

2.12. **"Website"** means our website – https://www.experty.io.

3. Registration

3.1. In order to use the Platform you have to:

   a) have device connected to internet

   b) create the Experty Account.

3.2. **The Ethereum Wallet**. You can upload your Ethereum Wallet that you already have or you can create the new Ethereum Wallet via the Platform. In order to create the Ethereum Wallet you have to provide the password.

3.3. When you create the Ethereum Wallet you are generating a cryptographic set of numbers: your private key and your public key (address). The handling of your keys happens entirely on your device, inside your browser. We do not transmit, receive or store your private key or password. You may use the Ethereum Wallet for payments on the Platform.

3.4. **The Account**. In order to set up the Account you have to provide your nickname, PIN code and e-mail and accept the T&C. We will send you confirmation of registration via e-mail you have provided. Acceptance of the T&C results in conclusion of the Agreement.

4. The Platform

4.1. The Platform aims to provide Services for two types of Users:

   a) Knowledge Provider i.e. the person that exchanges his/her knowledge for EXY tokens,

   b) Knowledge Seeker i.e. the person who wants to obtain knowledge and/or information from the Knowledge Provider.

4.2. The Platform is based on an Ethereum network contract. The Knowledge Provider sets his/her fee rate per minute, and when the call is complete, the payment is settled seamlessly through the blockchain using an Ethereum smart contract coupled with off-chain software. The Knowledge Seekers will only be charged for the actual length of the call based on the predetermined minute rate.

4.3. **Current Platform version is in beta phase and runs at Kovan Ethereum Testnet.**

4.4. The Knowledge Provider sets his/her rates in US dollars (USD) only, however the payment can be made only with EXY tokens. The Platform calculates the amount of EXY due to the Knowledge Provider on the basis of the up-to-date conversion rate on the secondary market. The payment can be made only with EXY tokens. Before starting the call the Knowledge Seeker will be informed on the current EXY:USD rate that constitutes the basis for the payment calculation.

4.5. Before starting the call the Knowledge Seekers has to top up with EXY his/her Ethereum Wallet that is assigned to his/her Account. In order to start the call the Knowledge Seeker must first provide enough funds allowing for at least 30 seconds of the call. When the call

starts the funds on the Knowledge Seeker's Ethereum Wallet are unusable elsewhere, thus preventing: double spends, withdraw of funds during the call, or trying to trigger another call. As long as the call is in progress, the Knowledge Provider's application gets signed and confirms the call length from the Knowledge Seeker at every second through an off-chain unidirectional payment channel. If a the Knowledge Seeker's funds are running low, they will be notified in advance and will be disconnected when funds fall below the per minute rate.

4.6. After the end of the call:

a) the payment is transferred from the Knowledge Seeker's Ethereum Wallet to the Knowledge Provider's Ethereum Wallet;

b) the Knowledge Seeker regains his/her ability to withdraw his or her remaining funds or trigger other calls.

4.7. The Knowledge Provider is allowed to advertise their services through a direct call link or QR code, which can be placed on any social media platform. The Knowledge Provider is able to set his/her availability time.

5. Safety, Diligent User's Conduct and User's Liability

5.1. The Ethereum Wallet. When you use the Ethereum Wallet you interact directly with the blockchain while remaining in full control of your private and public keys and any funds kept in your wallet. We do not have a technical possibility to keep, recover or reset your keys, track or access your funds or recover, change or reset your password. Taking this into account, you are fully responsible to keep your private key and password safe. We advise you to back up and keep your private and public keys and the password in multiple physical but still safe locations – not just on your computer.

5.2. Accuracy of Data. If you choose to register for an Account, it will be your obligation to provide and keep up to date, current, and complete information. If any information you provided is untrue, inaccurate, outdated or incomplete, we may suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof) by you.

5.3. Secrecy of the Account. When setting up an Account, you will be responsible for keeping your own Account secrets. You agree to:

a) never use the same password for the Account and/or the Ethereum Wallet and/or Experty Platform that you have ever used outside of this service;

b) keep your secret information and password confidential and do not share them with anyone else;

c) immediately notify MobileWeb Pro of any unauthorized use of your Account or breach of security.

5.4. Diligent User's Conduct. When accessing the Platform or using the Services or the Ethereum Wallet, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using the Services or the Ethereum Wallet. Without limiting the generality of the foregoing, you agree that you will not:

a) use the Services or the Ethereum Wallet in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

      b) use our Services or the Ethereum Wallet to pay for, support or otherwise engage in any activity prohibited by law, including, but not limited to illegal gambling, fraud, money-laundering, or terrorist financing activities;

      c) use or attempt to use another User's Account without authorization;

      d) attempt to circumvent any content filtering techniques we employ, or attempt to access any service or part/area thereof that you are not authorized to access;

      e) introduce to the Services and/or the Ethereum Wallet and/or the Platform any virus, Trojan, worms, logic bombs or other harmful material;

      f) encourage or induce any third party to engage in any of the activities prohibited under this Section.

5.5. **Safety and Security of Your Computer and Devices.** Your computer or other equipment may be exposed to damage or interruptions caused by computer viruses, spyware, scareware, Trojan horses, worms or other malware as well as any phishing, spoofing or other attack. We recommend a regular use of a reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us.

5.6. **Advice to keep limited funds.** Please be advised that the Experty Ethereum Wallet, the Platform, the Website and some of the underlying Javascript libraries that are used by us are under active development. While we have exercised due diligence in testing our Services and reasonably satisfactory number of the Accounts and wallets proved to be successfully created by Users, there is always a risk that unexpected circumstances beyond of our reasonable control may occur causing your EXY to be lost. Therefore, we strongly recommend to keep limited funds on your Ethereum Wallet.

5.7. **User's representations.** By accessing the Platform or using the Services, you represent and warrant that you are of the legal age as is required to access Platform and enter into arrangements as Knowledge Seeker or Knowledge Provider. You further represent that you are legally permitted to use the Services in your jurisdiction including owning cryptographic tokens of value for the purpose and interacting with the Platform any way.

5.8. **User's liability.** To the fullest extent permitted under applicable law, you are liable for any loss or damage arising from your failure to comply with Section 5 hereof and/or making any misleading and/or false representation and/or warranty made by you herein.

5.9. **Indemnification**. You agree to release and to indemnify, defend and hold harmless us, our affiliates (including parent companies) and service providers, and each of our or their respective officers, directors, agents, employees and representatives, from and against any losses, liabilities, expenses, damages, costs claims or actions of any kind (including attorneys' fees and court costs and any fines, fees or penalties imposed by any regulatory authority) whatsoever arising or resulting from and/or related to your breach and/or our enforcement of this T&C and/or your violation of any applicable law, rule or regulation and/ or the rights of any third party. If you are obligated to indemnify us, we reserve the right, at our own expense, to assume exclusive defense and control of any matter and, in such case, you agree to cooperate with us in the defense of such matter.

6. **Associated Risks And Areas Excluded From MobileWeb Pro's Responsibility; Knowledge Providers' Services**

6.1. Risk of Weaknesses or Exploits in the Field of Cryptography. By accessing the Platform or using our Services in any way, you acknowledge the inherent risks associated with cryptographic systems and warrant that you have an understanding of the usage and intricacies of smart contract based tokens such as EXY and blockchain-based software systems. You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies/tokens and as a result to the Ethereum Wallets as the method of payment for the Services, which could result in the theft or loss of your cryptographic tokens or property. To the extent possible, MobileWeb Pro intends to and exercise due diligence to update the protocols underlying our Services to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Services or accessing the Platform, you acknowledge these inherent risks.

6.2. Ethereum Network and Blockchain Protocols. We neither own nor control the underlying software protocols which govern and/or support the operation of the Ethereum network and blockchain technologies. Generally, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee their functionality, security, or availability.

6.3. Volatility of Tokens and Cryptocurrencies. You understand that Ethereum and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain. You acknowledge these risks and represent that MobileWeb Pro cannot be held liable for such fluctuations or increased costs. You acknowledge that you are solely responsible for the process of selling and buying EXY and that MobileWeb Pro does not offer any such service. We cannot be held liable for any losses or damages of EXY or other tokens and cryptocurrencies resulting from the use of services of any third-party provider (i.e. exchanges).

6.4. Services Disruptions. You accept and acknowledge that there are risks associated with utilizing Internet-based Services and/or any other our Internet-based services performed hereunder, including, but not limited to, the risk of failure of hardware, software and Internet connections. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using our Services, however caused.

6.5. Regulatory action. The Platform, the Ethereum Wallet and Ethereum could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of MobileWeb Pro to continue to develop, or which could impede or limit your ability to access or use the Platform, the Ethereum Wallet and or Ethereum network and blockchain technologies. We endeavor to comply with all applicable laws, i.e. all legal requests for information, and reserve the right to provide information, to law enforcement personnel and other third parties to answer inquiries, to respond to legal process, to respond to the order of a court of competent jurisdiction and those exercising the court's authority and to protect the Platform and its Users.

6.6. Application Security You acknowledge that Ethereum applications are code subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Ethereum Wallet and the trustworthiness of any third-party websites, products, smart contracts. You further expressly acknowledge and represent that Ethereum

applications can be written maliciously or negligently, and that MobileWeb Pro cannot be held liable for your interaction with such applications and that such applications may cause the losses. Taking into account the above as well as the fact that blockchain and distributed ledger technologies fall beyond our control, we cannot guarantee that we will warn you on any and all the risks related to use such technologies.

6.7. **Availability**. You acknowledge that a 100% availability of the Platform and/or any other our services is technically not possible. Events beyond our reasonable control can lead to short-term disruptions or temporary suspension of the Platform and/or other our services. We exclude, as far as legally permissible, liability for all damages in connection with the Platform and/or other our services service interruptions.

6.8. **Your transactions**. You acknowledge that we cannot cancel, refund or reverse your transactions related to the Services.

6.9. **Accuracy of the conversion USD:EXY**. The Knowledge Provider's fee rate in EXY after conversion its fee rate in USD is indicated only for your convenience and is based on external secondary market source that is out of our control. We are not liable for any inaccuracy or differences between the indicated fee in EXY and the fee actually converted and applied.

6.10. **Knowledge Providers' services.** Trough the Platform you may use the Knowledge Providers' services. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of the Knowledge Providers' services and we will have no responsibility for any irregularity related thereto, including, without limitation, quality thereof and compliance with applicable laws, receiving advice that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with Knowledge Providers (as third parties) are solely between you and the Knowledge Provider and if you have a dispute with such third party, you should resolve the dispute directly with the Knowledge Provider and you agree that neither we nor our affiliates or service providers, nor any of our respective officers, directors, agents, joint venturers, employees and representatives will be liable for any claims, demands and damages (actual and consequential) of any kind or nature arising out of or in any way connected with such disputes. You acknowledge and understand that your use of Knowledge Providers' services and your interactions with Knowledge Providers, is at your own risk.

7. **Warranties & Liability of MobileWeb Pro**

7.1. **MobileWeb Pro's Liability**. Without prejudice to the foregoing sections hereof, we are liable for our acts and omissions that result in violation of these T&C and provisions of applicable laws as well as acts and omissions of persons with the assistance of whom we perform our obligations, and of the persons to whom we entrust the performance of our obligations, as stipulated in applicable provisions of law. To the fullest extent permitted under applicable law, our liability in these circumstances is limited as set out in the remainder of this Section.

7.2. **Liability cap.** Except as otherwise provided for in this T&C, neither we, nor our affiliates or service providers, nor any of our or their respective officers, directors, agents, employees or representatives, will be liable for any amount greater than the value of the EXY on deposit in your Ethereum Wallet at any given time, up to maximum amount of 100 USD per one event of our default.

7.3. **Limitation of loss.** In addition to the liability cap at Section 7.2 above, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or

damage arising under or in connection with provision of the Services, using the Ethereum Wallet or otherwise:

a) any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and/or any actual or hypothetical losses, even if we are advised of or knew or should have known of the possibility of the same;

b) any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers or contracts; any loss or waste of overheads, management or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same;

c) any loss of use of hardware, software or data and / or any corruption of data;

d) any loss or damage whatsoever which does not stem directly from our (or attributable to us) breach of this T&C and/or infringement of applicable law;

e) any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this T&C and/or infringement of applicable law.

7.4. Warranties. We are obliged to provide the Services hereunder with due diligence manner and ensure compliance thereof and Platform with applicable laws. Except as provided for in the preceding sentence:

a) your use the Services or the Ethereum Wallet is at your sole risk;

b) our Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Account, use of Ethereum Wallet and Services will be continuous, uninterrupted, timely, or error-free.

7.5. Applicable law. The limitation of liability in this Section 7 is subject to any obligations that we have under applicable law, including our obligation to exercise reasonable care and skill in provision of our services. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. Nothing in this T&C shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury resulting from either our or our subcontractor's negligence.

8. The Term, Termination and Right of Withdrawal

8.1. The Agreement is concluded for the indefinite period.

8.2. Subject to clause 8.3 below, you may withdraw from the Agreement within 14 days as of conclusion hereof without providing any reason and free of charge. In order to exercise the right to withdrawal you need to deliver us a statement on withdrawal via e-mail.

8.3. You may decide via the explicit statement that you demand to use the Platform before expiry of the term indicated in clause 8.2. above. If you opt not to provide such statement, we will start to provide the Services after the lapse of 14-days term indicated in clause 8.2 above. It will not impact your right to terminate the Agreement at any time in accordance with clause 8.4 below.

8.4. You may terminate the Agreement at any time, free of charge, via your Account or e-mail. Termination of the Agreement does not impact in any way the Services you received before the termination date.

8.5. [If you violate any provision of these T&C, we may suspend the Services and/or any other services performed hereunder (including closing the Account) as well as discontinue or terminate the Agreement.]

8.6. Upon termination, you still remain liable for any payments and other obligations you have towards other Users of the Platform. In order to avoid doubts, please be informed that termination of and/or withdrawal from the Agreement will not result in closing of the Ethereum Wallet, since we are not capable of doing so.

9. Intellectual Property Rights

9.1. All ownership rights related to the Platform and/or the Services and/or any other our services performed hereunder is retained by us and is protected under applicable copyrights, trademarks and other proprietary (including, intellectual property) rights and international treaties. All rights not expressly granted to you through these T&C are retained by us. Nothing in these T&C grants to you any right to use any of our trademarks, logos, copyrights or other intellectual property rights.

10. Data Protection

10.1. We respect your privacy and we are fully committed to processing your personal data in accordance with provisions of applicable law. You will find detailed information on data protection in the separate document – Privacy Policy that describes in particular the types of personal data we collect, the purposes for which we collect your data, the other parties with whom we may share it as well as describes your rights and choices with respect to data processed by us.

11. Complaints

11.1. You are entitled to make a complaint if the Services are not performed in accordance with the provisions of the T&C. The complaint should be notified via the e-mail by sending a message to the e-mail indicated in Section 14.2 below. The complaint should contain at least description of your comments, reservations and/or objections.

11.2. Complaints that do not require any further information to be provided by you are dealt within fourteen (14) calendar days from the date we have received the complaint. The answer to the complaint is sent by electronic mail to the e-mail address provided by you.

11.3. Should your complaint be supplemented we will inform you about this not later than within fourteen (14) calendar days from the date we have received the complaint. In such case the term for examination of the complaint is fourteen (14) calendar days from the date we have received supplemented complaint.

12. Modifications of the T&C

12.1. We reserve the right to modify this T&C in particular due to the following reasons: (i) any changes of applicable provisions of law, (ii) changes of the Platform or Services, (iii). We will notify of you any change to the T&C by email at least 1 week in advance. You will be

deemed to have accepted the change if you do not notify us otherwise prior to the effective date of the change and continue to use the Services. If you refuse to accept the change, this Agreement will be terminated on the day of entering of the amended T&C into force.

12.2. We will always post the most recent version of these T&C at the Website.

13. Dispute resolutions and governing law

13.1. To the fullest extent permitted under applicable law, MobileWeb Pro and the User agree that any disputes, claims or causes of action arising out of or in connection with the T&C and the Agreement shall be governed by and construed under the laws of Republic of Poland. The choice of governing law in the preceding sentence does not have the result of depriving the User - being a consumer - of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable.

13.2. Any disputes, claims or causes of action arising out of or in connection with the T&C and the Agreement shall be resolved exclusively within the competent courts.

13.3. Please also find below information about the possibility of having recourse to an out-of-court complaint and redress mechanisms:

https://ec.europa.eu/consumers/odr/main/?event=main.home.show

https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php

14. Final Provisions

14.1. **Notices**. All communications from us to you shall be made via e-mail you have provided us with.

14.2. **Contact.** In any cases regarding the Agreement, the Platform or the Services please [visit the FAQ section of the Website. If the FAQs don't answer your questions, you can] contact us via the following e-mail: contact@experty.io.

14.3. **Waiver**. Our failure or delay to exercise or enforce any provision or right contained in these Terms shall not be deemed a waiver of such provision or right.

14.4. **Entire Agreement**. These T&C (including the Privacy Policy) constitute the entire agreement between you and us with respect to your use of the Services and/or any other services performed hereunder.

14.5. **Severability**. You and we agree that if any provision of these T&C are deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from the T&C and shall not affect the validity and enforceability of any remaining provisions.

14.6. **Relationship between us.** Nothing in the T&C will be construed as creating a joint venture, partnership, employment or agency relationship between you and us, and you do not have any authority to create any obligation or make any representation on our behalf.