

## QOMPASS ICO TERMNS AND CONDITIONS

### INTRODUCTION

These terms and conditions (hereinafter the “Terms”), Privacy Policy and any terms and conditions published from time to time on the Website (being <https://qompass.io>, Crowdfunding Dashboard, all subdomains and all their respective pages) constitute the legal relationship and agreement between you, the Potential Token Holder, and Qompass.io, in respect of your participation in the Crowdfunding, receiving and holding Tokens, and your use of the Website.

“Affiliate” means in respect of a person (hereinafter the “First Person”), any other person which directly or indirectly through one or more intermediaries: (a) Controls the First Person; (b) is Controlled by the First Person; or currently (c) is under common Control with the First Person.

“Bitcoin” or “BTC” means the digital currency and payment system using peer to peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

“Business Model” means the document containing the business model of Qompass.io, located at: <https://qompass.io>

“Commencement Time” means 12:00 PM UTC on April 5, 2018.

“Closing Time” means 12:00 PM UTC on May 30, 2018.

“Control” or “to Control” means, with respect to any person, the possession, directly or indirectly (including through any number of interposed persons), of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and Controlled has a corresponding meaning.

“Crowdfund” or “Crowdfunding” means the crowdfunding process contemplated by the Whitepaper by which Qompass.io will swap QPSE Tokens against cryptocurrency for the development of Qompass software and infrastructure.

“Potential Token Holder” means you, the legal or natural person participating in the Crowdfunding.

“Swap” means funds which Potential Token Holders send to Qompass.io system wallet in swap for QPSE Tokens according to the current swap rate.

“Ethereum” or “ETH” means the digital currency and payment system using peer to peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

“Force Majeure Event” means any event or circumstance which: (1) is not within the reasonable control of Qompass.io or any of their subcontractors; (2) directly or indirectly and alone or when taken together with any other such events, causes Qompass.io to fail to deliver.

“Loss” means damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including, without limitation, counsel’s or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

“Operator” means any operator of Qompass, engaged into the development of Qompass software or QPSE, or providing any other services requested by Qompass.io.

“Payout” means the distributable commissions of Qompass.io attributable to the holders of Tokens.

“Qompass.io” means this crowdfunding originator and includes an Operator engaged by Qompass.io where the context allows.

“Qompass” means the system described in the Whitepaper and to be developed and deployed by Qompass.io with the assistance of one or more Operators engaged by Qompass.io for that purpose.

“Qompass Crowdfunding Dashboard” or “Crowdfunding Dashboard” means the Crowdfunding webinterface at [qompass.io](https://qompass.io).

“QPSE Token”, “QPSE Blockchain Token”, “QPSE” or “Token” means the ERC20 standard Ethereum token used in the Qompass Crowdfund, it represents the proof of participation in the Crowdfunding and the opportunity to receive a part of company’s distributable commissions, as described in the Whitepaper and the Token Whitepaper.

“Qompass.io Party” or “Qompass Party” means Qompass.io, any Operator, any of their Affiliates and any Operator or their Affiliates.

“Privacy Policy” means the document describing the methods how Qompass.io collects, uses and releases information collected from Potential Token Holder available on the Website at <https://qompass.io/>, if applicable.

“Whitepaper” means the document describing the Qompass project available on the Website at <https://qompass.io>

“Smart Contract” means the Ethereum smart contract made for Qompass.io located at: <https://etherscan.io> or <https://github.com/>, and is the mechanism of the distribution of Payouts to the Token holders as described in the Whitepaper.

“UTC” means Coordinated Universal Time.

“Website” means <https://qompass.io>, the Crowdfunding Dashboard, all subdomains and all their respective pages.

The Crowdfunding is being conducted by Qompass.io and will take place wholly outside United States of America.

By using the Website and participating in the Crowdfunding you agree to these terms and

conditions. Qompass.io reserves the right to amend the terms and conditions at any time and such amendments will be effective immediately upon publication on the Website. By continuing to use the Website and participating in the Crowdfunding you accept such amendments.

If you do not agree to these terms and conditions, you must refrain from using the Website and participating in the Crowdfunding.

## **1 Website**

1.1 Qompass.io reserves the right, at its sole and absolute discretion and without giving prior notice, to:

(a) vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and

(b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. No Qompass.io Party will be liable for any Loss which may be incurred as a result of such action.

1.2 The Website may contain hyperlinks to websites which are not maintained or controlled by Qompass.io. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk. All Qompass.io Parties disclaim any responsibility and liability for any third party content contained in websites linked to on the Website and shall not be liable for any Loss arising from you accessing or using such websites.

1.3 The inclusion of any hyperlink does not imply endorsement by Qompass.io of such websites. Under no circumstances shall Qompass.io be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Website is linked.

## **2 Crowdfunding**

2.1 Potential Token Holders will execute Swaps with Qompass.io for the development of Qompass, and will receive Tokens in recognition of Swaps.

2.2 From time to time Qompass.io may hold a poll to elicit the opinion of Token holders. Poll results will be taken into account in decisions made concerning the financial or technical direction or implementation of Qompass. However, the outcome of a poll will not, in any circumstances, be binding on Qompass.io or enforceable by Token holders, Qompass.io reserves the right to decide on making any changes to financial or technical direction or implementation in its sole discretion. Only valid Token holders are authorised to participate in a poll.

2.3 Tokens impart no proprietary rights or obligation or contract, express or implied, other than the ability to receive any rewards described in the Whitepaper, if Qompass is successfully completed and deployed. In particular, Potential Token Holders will not have any influence in the development or governance of Qompass.io or Qompass. The sole and exclusive usage rights of these intellectual

property rights are held by and assigned to Qompass.io and its nominees.

2.4 Crowdfunding will be conducted via the Website and will consist of Qompass.io accepting Swaps and providing Tokens in recognition of such Swaps. Potential Token Holders may execute Swaps using the cryptocurrencies or other payment methods (if any) notified on the Website.

Failure to follow the Crowdfunding instructions on the Website may limit, delay, or prevent a Potential Token Holder from executing Swaps. Any questions about such instructions should be directed to [contact@qompass.io](mailto:contact@qompass.io) or communicated via communication tools.

2.5 There are no guarantees that Qompass will be delivered within any particular timeframe, or at all.

2.6 By executing Swaps with Qompass.io, and to the extent permitted by applicable law, you agree to not hold any Qompass Party liable for any Loss arising out of, or in any way connected to, your failure to properly secure and keep private your email address and any password used in connection with Crowdfunding.

### **3 Creation of Tokens**

3.1 Tokens will be created prior to the start of Crowdfunding and provided to Potential Token Holders in a reasonable time after receipt of each Swap.

3.2 There will be 20 000 000 Tokens generated for the purpose of the Crowdfunding. Unreleased Tokens will be destroyed after the Crowdfunding.

3.3 The funds raised from the Crowdfunding will be applied towards the marketing and development of Qompass in accordance with Whitepaper and Business Model.

### **4 Tender of Tokens by Qompass.io**

Qompass.io shall have the right but not the obligation to re-Swap all or some of the Tokens by way of a publicly announced tender. The re-Swap value of a Token will be less or equal to the value of Token at moment of Token issuance. The holders of Tokens shall have the right but not the obligation to submit an offer into such tender. There shall be no limit to the number of tenders that may be conducted by Qompass.io. Re-Swapped Tokens shall be extinguished and the Payout shall be adjusted as per the following formula:

$$\text{Payout} = (\text{Total payout} * \text{Tokens re-Swapped through tender} / \text{Total Tokens issued})$$

### **5 Timing of Crowdfunding**

5.1 Crowdfunding will begin at the Commencement Time, continue for a period of 60 days and end at the Closing Time.

5. Qompass.io reserves the right to change the Commencement Time or the Closing Time in its absolute discretion. Any such changes will be published on the Website.

### **6 Tokens release**

6.1 Subject to clauses 6.2, during the Crowdfunding, 1 Token will be provided for the equivalent of every \$0.8. The exact swap rates will be displayed at [qompass.io](http://qompass.io) website.

6.2 Bonuses will be available according to a Bonus model, as described in Whitepaper;

6.3 Qompass.io may determine in its absolute discretion that any other bonuses may apply during the Crowdfunding.

### **7 Obligation to comply the laws of Potential Token Holder's jurisdiction**

It is the responsibility of each potential Potential Token Holder to determine if the Potential Token Holder can legally participate in the Crowdfunding, make Swaps with Qompass.io, and receive and hold Tokens in the Potential Token Holder's jurisdiction. Qompass.io will not be held liable in case of any Potential Token Holder's failure to meet this condition.

### **8 Acceptance of Crowdfunding terms and conditions**

8.1 By participating in the Crowdfunding, you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Whitepaper, the Website and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.

8.2 By using the Website and participating in the Crowdfunding you represent and warrant that you:

(a) are legally permitted to participate in the Crowdfunding, make Swaps with Qompass.io, or receive and hold Tokens in your jurisdiction;

(b) are of a sufficient age to legally participate in the Crowdfunding, making Swaps with Qompass.io, or receive and hold Tokens;

(c) are not participating in the Crowdfunding, making Swaps with Qompass.io, receiving and holding Tokens, or swapping any cryptocurrency for Tokens for the purpose of speculative investment;

(d) are not participating in the Crowdfunding, making Swaps with Qompass.io, or receiving and holding Tokens for an illegal purpose;

(e) have an understanding of the usage and intricacies of cryptocurrencies, cryptographic Tokens and blockchainbased software systems;

(f) are not participating in the Crowdfunding, making Swaps with Qompass.io, or receiving and holding Tokens using illegally acquired means.

8.3 Further, by using the Website and participating in the Crowdfunding you acknowledge and agree that:

(a) you take sole responsibility for any restrictions and risks associated with participating in the Crowdfunding, making Swaps with Qompass.io, or receiving and holding Tokens, whether referred to in these terms and conditions, arising under any applicable law or otherwise;

(b) you waive the right to participate in any class action lawsuit or any class wide arbitration against any Qompass Party;

(c) you are participating in the Crowdfunding, making Swaps with Qompass.io, and receiving and holding Tokens to facilitate the development, testing, deployment and operation of Qompass;

- (d) the proposed outcomes discussed in the Whitepaper or Business Model may not be achieved;
- (e) Tokens may not provide the rewards envisaged;
- (f) participating in the Crowdfunding, making Swaps with Qompass.io, or receiving and holding Tokens do not grant any decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of Qompass.io ;
- (g) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website;
- (h) you will not violate or attempt to violate the security of the Website;
- (i) you will not access information or data which you are not authorized to access;
- (j) you will promptly provide to Qompass.io, upon request, any additional information which Qompass.io may consider necessary in providing services on the Website; and
- (k) you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be nonconfidential or nonproprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content

8.4 By using the Website and participating in the Crowdfunding you further agree to the following statements:

8.4.1 represent that I am:

- (a) NOT an individual who is a resident of country where cryptocurrencies are prohibited or under special regulatory requirements by applicable law ;
- (b) NOT a corporation, partnership or other legal entity formed under the laws of a country where cryptocurrencies are prohibited or under special regulatory requirements by applicable law ;
- (c) NOT an agency, branch or office located in a country where cryptocurrencies are prohibited or under special regulatory requirements by applicable law of a corporation, partnership or other legal entity that was formed under laws other than those of such country;
- (d) NOT a trust of which any trustee is described in (a), (b) or (c) above.

8.4.2 My decision to subscribe for QPSE Tokens was:

- (a) NOT based, at least in part, on information I received or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within a country where cryptocurrencies are prohibited or under special regulatory requirements by applicable law ;
- (b) NOT made while residing in country where cryptocurrencies are prohibited or under special regulatory requirements by applicable law; and
- (c) NOT communicated to Qompass.io from a source within the country where cryptocurrencies are prohibited or under special regulatory requirements by applicable law.

8.4.3 My decision to make Swap with Qompass.io to receive QPSE Tokens is:

- (a) made for my own account as principal;
- (b) NOT made in anticipation of a further distribution of the QPSE Tokens to others; and
- (c) NOT preceded, and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for the QPSE Tokens in a country where cryptocurrencies are prohibited or under special regulatory requirements.

## **9 Swap**

9.1 Qompass Crowdfunding Dashboard will provide you with a unique intermediary address for Swaps executed in cryptocurrency, so you can confirm that your payment made using any cryptocurrency has been received.

9.2 Qompass Crowdfunding Dashboard will provide you with a unique order identification combination which will serve as a reference ID for all the requests regarding created Swap requests for cryptocurrency Swaps.

9.4 Potential Token Holder will be able to check the status updates of his Swap at his Crowdfunding Dashboard account.

9.5 Knowledge of the unique intermediary address or unique order identification combination does not constitute a Swap receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of a Token. All complaints will be processed individually.

## **10 Crowdfunding on the Website only**

10.1 Qompass will only Crowdfund via the Official Website ONLY. To the extent that any third party website or service, making Swaps with Qompass.io, provides Tokens during Crowdfunding, or facilitates Swaps with Qompass.io or the provision of Tokens in any way during the Crowdfunding, such third party websites or services are not in any way supported, endorsed or sanctioned by any Qompass Party and have no relationship in any way with Qompass.io.

10.2 The only official and authorized Crowdfunding website URL operated by Qompass.io is <https://qompass.io>. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

10.3 The list of officially authorized exchanges which are allowed to distribute the QPSE Token during the Crowdfunding is or will be announced at the Website.

10.3 By participating in the Crowdfunding, making Swaps with Qompass.io, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Qompass Party) may be held liable for any Loss arising out of, or in any way connected to your participation in the Crowdfunding, Swaps with Qompass.io, or receiving and holding Tokens in any manner other than via the Website of authorized exchanges.

## **11 Limitations on receiving Tokens**

There will be no limitations on the amount for receiving Tokens provided during the Crowdfunding.

## **12 Fraudulent attempts to double spend cryptocurrency**

Qompass.io will monitor all potential transactions for attempts to double spend any cryptocurrency or cryptographic Tokens during Crowdfunding. Any detected double spend will result in no Tokens being provided to the relevant party.

## **13 Qompass.io will reserve 20 000 000 Tokens during the Crowdfunding**

### **14 Do not participate in this Crowdfunding if you are not familiar with or do not understand cryptocurrencies, cryptographic tokens, and blockchainbased software systems.**

14.1 Only parties having significant experience with, or an understanding of, the use and intricacies of cryptocurrencies, cryptographic tokens, and blockchainbased software systems should participate in the Crowdfunding.

14.2 While Qompass.io will provide general guidelines in relation to use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with cryptocurrencies, cryptographic tokens, and blockchain based software systems. While Qompass.io will be available to assist you during and after the Crowdfunding, no Qompass Party will be liable for any Loss arising out of, or in any way connected to any actions taken by, or any omissions by any Potential Token Holder.

## **15 Token price may experience extreme volatility**

15.1 Cryptographic Tokens or cryptocurrencies that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Qompass.io cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions, and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in different jurisdictions.

15.2 By participating in the Crowdfunding, making Swaps with Qompass.io, or receiving and holding Tokens, you acknowledge and agree that you fully understand that Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Qompass Party) may be held liable for any Loss arising out of, or in any way connected your participation in the Crowdfunding, Swaps with Qompass.io, or receiving and holding Tokens.

## **16 Receiving Tokens has a number of risks**

16.1 Tokens carry risks. Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in the Crowdfunding, making Swaps with Qompass.io, or receiving and holding Tokens, you acknowledge and agree that

you understand the risks described below and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Qompass Party) may be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, Swaps with Qompass.io, or receiving and holding Tokens or such risk.

16.2 Dissolution of Qompass due to a diminishment in the value of other cryptocurrencies, cryptographic tokens, and blockchainbased software systems. Potential Token Holders are using cryptographic tokens or cryptocurrencies to participate in the Crowdfunding, execute Swaps, or receive and hold Tokens. While some of these may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive Qompass of sufficient resources to continue to operate.

16.3 Regulatory action in one or more jurisdictions. Cryptocurrencies, cryptographic tokens, and blockchainbased software systems have been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. Qompass and Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Qompass.io to develop Qompass.

16.4 Insufficient interest in Qompass and QPSE. It is possible that Qompass or QPSE will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of Qompass. Qompass.io will contract with developers to help build Qompass, and is working with third party developers around the world to create an interest in Qompass. However, Qompass.io cannot predict the success of these development efforts or the efforts of other third parties.

16.5 Qompass, as developed, will not meet Token holder expectations. Potential Token Holder acknowledges that Qompass is currently under development and may undergo significant changes before release. Potential Token Holders acknowledge that any expectations regarding the form and functionality of Qompass held by the Potential Token Holder may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of Qompass.

16.6 Qompass may never be completed or released. The Potential Token Holder understands, that while Qompass team will make reasonable efforts to complete Qompass, it is possible that an official completed version of Qompass may not be released and there may never be an operational Qompass.

16.7 Theft. Hackers or other groups or organisations may attempt to steal Tokens.

16.8 Ethereum mining attacks. The Potential Token Holder understands and accepts that, as with other cryptocurrencies, cryptographic tokens, and blockchainbased software systems, the Ethereum blockchain used for Qompass Crowdfunding campaign is susceptible to mining attacks, including

but not limited to doublespend attacks, majority mining power attacks, “selfishmining” attacks, and race condition attacks. Any successful attacks present a risk to Qompass Crowdfunding campaign, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of contract computations.

16.9 Weaknesses or exploitable breakthroughs in the field of cryptography. Cryptography is a rapidly developing field with advances in code cracking and technical advances, which could present a risk to Qompass Crowdfunding campaign and potentially result in the theft or loss of Tokens. To the extent possible Qompass.io intends to update the protocol underlying Qompass to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

### **17 Cancellation and refund policy**

17.1 By participating in the Crowdfund, you acknowledge that Qompass.io is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the Crowdfund.

17.2 All Swaps with Qompass.io are final and nonrefundable unless the total amount of Swaps do not reach the required soft cap after an extension period should there be one.

### **18 Taxation**

18.1 Qompass.io makes no representations concerning the tax implications of participating in the Crowdfunding, making Swaps with Qompass.io, or receiving and holding Tokens.

18.2 You bear the sole responsibility for determining or assessing the tax implications of your participation in the Crowdfunding, Swaps with Qompass.io, or receiving and holding Tokens in all respects and in any relevant jurisdiction.

18.3 By participating in the Crowdfunding, executing Swaps, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Qompass Party) may be held liable for any Loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Crowdfunding, Swaps with Qompass.io, or receiving and holding Tokens.

### **19 Privacy**

19.1 Except as otherwise provided in these terms and conditions, Privacy Policy or on the Website, Qompass.io will not publish any identifying information relating to you without your prior written consent.

19.2 Potential Token Holder may be contacted by Qompass.io regarding the Crowdfunding before, during and after the Crowdfunding.

19.3 Qompass.io may request additional information from Potential Token Holder if such information is required by applicable laws (see clause 23) or required to provide any technical support requested by the Potential Token Holder.

## **20 Intellectual property**

20.1 Unless otherwise stated, the content and information on the Website are the property of Qompass Parties or other parties. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. This Website is to be used by the Potential Token Holders only. You, the Potential Token Holder are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only, subject to clause 20.2.

20.2 All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of Qompass.io. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that you do not breach these terms and conditions.

## **21 Cooperation with legal authorities**

Qompass.io will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdiction.

## **22 “Know your customer” and “Antimoney laundering”**

Qompass.io reserves the right to conduct “Know your customer” and “Antimoney laundering” checks on Potential Token Holders if it becomes required by the applicable laws.

## **23 Force majeure**

No Qompass Party is liable in any way for failure to perform due to any Force Majeure Event. By participating in the Crowdfunding, executing Swaps with Qompass.io, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Qompass Party) may be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

## **24 Complete agreement**

24.1 These terms and conditions together with any terms and conditions published from time to time on the Website, set out the entire understanding between each Potential Token Holder and Qompass.io and any other Qompass Party in relation to your participation in the Crowdfunding, Swaps with Qompass.io, or receiving and holding Tokens.

24.2 To the extent this document conflicts with the Website or any other document, including but not limited to the Whitepaper, this document prevails.

24.3 To the extent that these terms and conditions, any terms and conditions published from time to time on the Website, the Whitepaper conflict with translated copies, the English version prevails.

## **25 Severability**

If any provision of these terms and conditions is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other

manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

## **26 No waiver**

The failure of Qompass.io to require or enforce strict performance of any provision of these terms and conditions or Qompass.io failure to exercise any right under these terms and conditions shall not be construed as a waiver or relinquishment of Qompass.io right to assert or rely upon any such provision or right (or any other provision and/or right contained this document in its entirety, as the case may be) in that or any other instance. The express waiver by Qompass.io of any provision, condition, or requirement of these terms and conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these terms and conditions, no representations, statements, consents, waivers, or other acts or omissions by Qompass.io shall be deemed a modification of these terms and conditions or be legally binding.

## **27 Disclaimer of warranties**

27.1 The Potential Token Holder expressly agrees that the Potential Token Holder is participating Crowdfunding, executing Swaps with Qompass.io, and receiving and holding Tokens at their own risk and that Tokens are provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law).

27.2 Without limiting clause 27.1, Qompass.io does not warrant that the process for participating in the Crowdfunding, executing Swaps with Q Qompass.io, or receiving and holding Tokens will be uninterrupted or errorfree.

## **28 Exclusion of liability**

No Qompass Party will be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any Loss even if Qompass.io or its representatives, or any Qompass Party are advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

- (a) your participation in the Crowdfunding, Swaps with Qompass.io, receiving and holding Tokens;
- (b) any access, the use of, or inability to access or use, the Website;
- (c) your reliance on or use of or inability to use the content and information of the Website or any linked website;
- (d) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;
- (e) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website;

- (f) unauthorised access to or alteration of your transmissions or data;
- (g) statements or conduct of any third party on the Website; or
- (h) any other matter relating to the Website.

## **29 Indemnity**

You will indemnify Qompass Parties, from and against all Loss in any way arising out of your participation in the Crowdfunding, Swaps with Qompass.io, or receiving and holding Tokens, or your use of the Website.

## **30 Forward looking statements**

30.1 the Website, the Whitepaper, and the Business Model may include forward looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “eta”, “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Qompass.io to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Although Qompass.io believes it has a reasonable basis for making these forward-looking statements, you must not place undue reliance on such forward-looking information. By its nature, forward looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

30.2 By participating in the Crowdfunding, executing Swaps with Qompass.io, receiving and holding Tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks in clause 30.1, and to the extent permitted by applicable law, you agree that no other party (including, without limitation any Qompass Party) will be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, Swaps with Qompass.io, receiving or holding Tokens or use of the Website.

## **31 Acknowledgement**

Usage and receiving Tokens may carry financial risk. You acknowledge and agree that in no event shall any Qompass Party be liable or responsible for any Loss in any way arising out of your participation in the Crowdfunding, Swaps with Qompass.io, receiving and holding Tokens, or use of the Website and all Qompass Parties are hereby released by the Potential Token Holder from liability for any and all such Loss.

