

TERMS OF SERVICE

Last updated: April 20, 2018

This document acts as an agreed upon terms of service (“Terms”) between you (“Purchaser”, “User”, “you”) and Nitewell OU, a limited liability company registered under the laws of the Republic of Estonia, or other authorized by Nitewell company(-ies), if any (“**Company**”, “**us**” or “**we**”). You accept these Terms when you access Company’s website <http://www.nwpsolution.com> (including all and any subdomains, collectively, the “**Website**”) and/or use Company’s services or any other features, technologies or functionalities offered by Company through the Website or through any other means (collectively, “**Services**”).

These Terms shall enter into force as of the moment you first access the Website or use Services. Should you disagree with any provision of these Terms you shall cease using the Website or any Services immediately. The content of the Website and websites accessible from hyperlinks on the Website, do not form an integral part of these Terms. If you are using Services on behalf of any entity, you are authorized to accept these Terms on such entity’s behalf and that such entity will be responsible for any damage arising out of a breach of these Terms by you or any other employee or agent of such entity (in such event references to “**you**” in these Terms refer to you and such entity, jointly).

Your access to and/or use of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Services.

We will provide notice of any amendment to these Terms by posting any revised document to the Website and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website and Services.

By accessing the Website and/or using the Services, you agree to be bound by these Terms. If you disagree with any part of these Terms then you may not access the Website and/or use the Services.

1. Qualifications of User in Order to Use the Website. You represent and warrant that you are at least eighteen (18) years of age, are legally entitled to use the internet and services like those provided by Company (according to the laws of the Republic of Estonia and any relevant jurisdiction in which you reside), and have not had your right to use our service previously suspended or revoked by us.

2. Illegal and Prohibited Use. You represent and warrant that you will not use the Website and/or Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Website and/or Services to assist any other party in such illegal activity. You represent and warrant that you will not in any way use the Website and/or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Website’s underlying code or technical mechanisms; cause damage to the Website and/or Company through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Website. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

3. Registration and Account. The use of our Services may require you to create an account with Company (“Account”). You represent and warrant that all information provided when creating such an Account is current, complete, and accurate. You agree to promptly notify Company of any changes to any information that would cause the information provided upon your Account’s creation to no longer be current, complete or accurate. You also represent and warrant that you understand that at Company’s request while registering the Account you may be asked to confirm your email address in a manner deemed suitable by us. Also Company may request you to provide additional information such as proof of your identity, physical address and source of funds at any time to use our Website and/or Services. If you refuse to provide such

information or it will be determined that you may not use our Website and/or Service for any reason, you will be denied Website and/or Services. You agree that you exclusively will access and use your Account, and you may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account, and cannot transfer this obligation to any third party. You agree to notify Company in the event that you discover or suspect any security breaches or vulnerabilities related to the Website or Services.

4. Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain. You agree that Company is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet. While Company will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services and/or Website, in no event will any such information be considered “confidential” or will its disclosure to a third party, accidental or otherwise, cause liability against Company, even if it occurs as a result of our negligence. Company takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If Company believes its Website or any Services located on the Website has been compromised or is under attack, Company reserves the right to immediately stop all Services provided through the Website and/or Website. If it is determined that such an attack caused the Website and/or Services or otherwise cause or threaten to cause damage to the Website and/or Services, or other users, Company may immediately discontinue all activity regarding to the Website and/or Services entirely at its discretion. Resolution concerning deposits, withdrawals, Account balances, Services or other disputes related to will be determined on a case-by-case basis. Company makes no representation and does not warrant the safety of the Website and is not liable for any lost value or stolen property, regardless of whether Company was negligent in providing appropriate security.

5. Company Does Not Provide Legal, Financial or Other Professional Advice. In no way should our providing of Services and/or information, data or documents located at the Website be considered legal, financial or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against Company. In using the Website and Services, you represent and warrant that you have sought any legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with blockchain and offerings and to competently use our Services. We give no warranty regarding the suitability of our Services and assume no fiduciary duties to you. You represent and warrant that you understand that any recommendations or commentary made by Company or its employees or other users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

6. License. Company grant you a limited, nonexclusive, nontransferable license (“**License**”) to access and use our Website and Services. This License is subject to these Terms. Any other use of the Services and Website not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by Company and our licensors, including that to any content or functionality as presented on the Website or Services. “Nitewell”, Website, all logos related to Services or displayed on the Website are trademarks or registered marks of Company or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of Company.

7. Termination. We may terminate or suspend your License without prior notice or liability for any reason whatsoever, including (but not limited to) if you breach the Terms. Nothing in these terms or in any other communication or action by Company or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination. All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

8. Copyright of Communications In Connection With Our Services. The User agrees that any materials, information or communications transmitted between the User and Company in any form and by any means are non-confidential and will become the sole, exclusive property of Company. Company will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose,

commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

9. Indemnification. You agree to indemnify, exculpate and hold Company, its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of the Services, including but not limited to any breach by you of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs that incurred by Company or any other indemnified parties as a result of your actions.

10. Disclaimer of Warrants and Guarantees. Company does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Website. We hereby disclaim all warrants and guarantees that not expressly made in these Terms.

11. Applicable Law and Venue. The validity, interpretation, construction and performance of this Policy, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Republic of Estonia, without giving effect to principles of conflicts of law. These Terms, Token Sales Terms and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and Company. You cannot accept it the partially, this set of rules should be accepted in full. Should any conflict between these Terms, Privacy Policy and Token Sales Terms, Token Sales Terms shall prevail.

12. Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

13. No Class Arbitration, Class Action or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals. To the extent permitted by applicable laws, all Disputes arising in connection with this Policy, or further agreements resulting therefrom, shall be settled and finally resolved by the Arbitration Court of the Estonian Chamber of Commerce and Industry in accordance with the Code of Civil Procedure of Estonia for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Estonia. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English.

14. Survival and Severability. Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these Terms is deemed illegal, invalid or otherwise invalid for any reason, then that provision will be severed and the rest of these Terms will remain intact and enforceable.

15. Integration. Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between the User and Company, including any future modification of these Terms, superseding any prior agreements or communications between you and us. Any ambiguities in these Terms shall be construed in the light most favorable to Company.

16. Act of God. Company's performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural

disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts of any third party, or blockchain failures.

17. Change of Policy. Company may amend these Terms at any time and in its own discretion by posting an updated version on Website. The updated version becomes effective at the time of posting. It is your responsibility to check updates regularly.

18. Contact Us. If you have any questions about these Terms, please contact us at info@nwpsolution.com.