

# TERMS AND CONDITIONS

## AKROPOLIS COMMUNITY QUEST 3

Last updated: May 24, 2019.

BY REGISTERING FOR OR PARTICIPATING IN THE AKROPOLIS COMMUNITY QUEST, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THE AKROPOLIS COMMUNITY QUEST AND DO NOT SUBMIT AN ENTRY.

Your (the “**User(s)**”, “**you**”, the “**Participant**”) participation in the Akropolis Community Quest 3 (the “**Challenge**”), held by Akropolis Decentralised Ltd., organized and existing under the laws of Gibraltar (“**Akropolis**”, “**We**” or “**Us**”), is subject to these Terms and Conditions (“**Terms**”). Each of you and Akropolis may be referred to herein as the “**Party**”, and together as “**Parties**”.

### 1. COMMUNICATION

By accepting these Terms, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “**Communication(s)**”) that Akropolis provides in connection with your registration for or participation in the Challenge.

The main official communication channel for the Challenge is the Akropolis’ Community Quest 3 Platform available at: <http://quest.akropolisnetwork.com/> (the “**Platform**”), however, Akropolis may also choose to provide Communications by posting them on the Akropolis’ official website available at <https://akropolis.io> (the “**Website**”), sending them through Akropolis’ public Telegram chatroom available at: [https://t.me/akropolis\\_official](https://t.me/akropolis_official) (the “**Channel**”), sending them through the Telegram chatbot available at: [\[https://t.me/Akropolisbot\]](https://t.me/Akropolisbot) (the “**Chatbot**”), or by emailing them to you at the email address you provide (collectively, “**Communication Channels**”). You hereby acknowledge and agree that all such Communications shall be deemed to be delivered once posted or sent, as the case may be, and shall be valid and have the full legal force.

### 2. AMENDMENTS

We reserve the right, in our own and absolute discretion, to terminate, modify or suspend the Challenge and/or these Terms, for any reason, at any time and

without any liability or prior notification to you. If we make any amendments to these Terms, we will communicate you a relevant notice via one of the Communication Channels and will further change the “Last Updated” date at the top of these Terms, if applicable. Any amended Terms, same as any termination or suspension thereof shall become effective and valid immediately.

### **3. TERM**

The date of the commencement of the Challenge, its duration, Submission Period, other dates and deadlines, if any, shall be determined by Akropolis in its sole and absolute discretion, and shall be communicated via one of the Communication Channels, as set forth herein. Akropolis reserves the right to change the dates of the Challenge, as well as any other terms and deadlines in its sole and absolute discretion.

These Terms shall enter into force upon your registration for participation in the Challenge and shall be in force until the final closing of the Challenge, provided, however, that in case you are entitled to an Award hereunder, these Terms shall be in force until the Award is distributed to you, unless terminated earlier as provided herein.

### **4. ELIGIBILITY**

THE FOLLOWING PERSONS ARE NOT ELIGIBLE AND NOT ALLOWED TO REGISTER FOR OR PARTICIPATE IN THE AKROPOLIS COMMUNITY QUEST 3: PERSONS WHICH ARE LOCATED IN, OR CITIZENS OR RESIDENTS OF THE UNITED STATES. PERSONS WHICH ARE LOCATED IN, OR CITIZENS OR RESIDENTS OF ANY STATE, COUNTRY, TERRITORY OR OTHER JURISDICTION THAT IS EMBARGOED BY THE UNITED STATES. PERSONS WHICH ARE ON ANY TRADE OR ECONOMIC SANCTIONS LISTS, SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST, OR PERSONS WHICH ARE RESTRICTED OR PROHIBITED FROM ENGAGING IN ANY TYPE OF TRADING BY THE EUROPEAN UNION, HONG KONG MONETARY AUTHORITY, HONG KONG CUSTOMS AND EXCISE DEPARTMENT, OFFICE OF FOREIGN ASSET CONTROL OR ANY OTHER ADMINISTRATIVE LAW ENFORCEMENT AGENCIES. YOU SHALL NOT PARTICIPATE IN THE CHALLENGE IF YOU ARE LOCATED IN, OR A CITIZEN OR RESIDENT OF ANY STATE, COUNTRY, TERRITORY OR OTHER JURISDICTION WHERE YOUR PARTICIPATION IN THE CHALLENGE WOULD BE ILLEGAL OR OTHERWISE VIOLATE ANY APPLICABLE LAW. YOU REPRESENT AND WARRANT THAT YOU ARE

NOT A CITIZEN OR RESIDENT OF ANY SUCH JURISDICTION, THAT YOU WILL NOT PARTICIPATE IN THE CHALLENGE WHILE LOCATED IN ANY SUCH JURISDICTION, AND THAT YOU ARE NOT ON ANY TRADE OR ECONOMIC SANCTIONS LIST. YOU ALSO SHALL NOT PARTICIPATE IN THE CHALLENGE IF YOU ARE LOCATED IN, OR A CITIZEN OR RESIDENT OF, ANY OTHER JURISDICTION WHERE AKROPOLIS HAS DETERMINED, AT ITS DISCRETION, TO PROHIBIT PARTICIPATION IN THE CHALLENGE. AKROPOLIS MAY IMPLEMENT CONTROLS TO RESTRICT PARTICIPATION IN THE CHALLENGE FROM ANY JURISDICTION PROHIBITED PURSUANT TO THIS TERMS. YOU AGREE THAT YOU WILL COMPLY WITH THIS TERMS, EVEN IF AKROPOLIS' METHODS TO PREVENT PARTICIPATION IN THE CHALLENGE ARE NOT EFFECTIVE OR CAN BE BYPASSED.

In order to be eligible to participate in the Challenge you must: (i) be at least 18 years old (in case of individuals) or older, if the country of your residence determines a higher age restriction, (ii) have your own Ethereum wallet that supports the ERC-20 token standard (the “**Wallet**”) in order to be able to receive an Award in ETH or AKT (as specified below), and (iii) subscribe to our Telegram Channel.

You may participate in the Challenge only on individual basis, meaning that you may not act in the name of (or represent) an entity or a third party, and may not cooperate with other Participants of the Challenge for any purpose whatsoever.

We reserve the right to prescribe additional guidance regarding specific wallet requirements in our sole discretion.

## **5. CHALLENGE**

### **Entry**

In order to participate in the Challenge, you must submit an entry during the submission period (the “**Submission Period**”), which is to be determined by Akropolis and communicated via one of the Communication Channels.

To submit an entry, you need to use the Platform, accurately complete an online registration form, accept these Terms and Privacy Policy, and follow the instructions for submitting an entry as described in the Platform, Chatbot, Channel, and/or herein. Entries may not be cancelled, removed or revoked by you unless otherwise stated in these Terms or in notifications provided through Akropolis' Communication Channels. Entries must be submitted in English.

Proof of an uploaded entry does not constitute proof or evidence that Akropolis has received your entry or that you are otherwise eligible for the Challenge.

AKROPOLIS RESERVES THE RIGHT TO REMOVE ANY ENTRY OR DISQUALIFY ANY PARTICIPANT FOR ANY REASON OR NO REASON WITHIN OUR SOLE AND ABSOLUTE DISCRETION, EFFECTIVE IMMEDIATELY. IN SUCH A CASE ANY OUR OBLIGATIONS HEREUNDER TO SUCH PARTICIPANT SHALL CEASE TO EXIST.

### **Quest**

All Participants determined by Akropolis, in its sole and absolute discretion, as meeting the eligibility criteria set out herein shall be eligible to participate in the Challenge.

Details of the Challenge, as well as relevant tasks and instructions for the first round of the Challenge shall be communicated by Akropolis to each eligible Participant before the commencement of the Challenge via one of the Communication Channels. Please constantly check your email and the Channel for updates and Challenge details.

During the Challenge we may ask you to voluntarily perform certain tasks and/or achieve certain goals, and such requests shall always be submitted to you via one of the Communication Channels. Such Communications may set out the tasks, rules, additional instructions and details as to the Challenge, which shall be deemed to be incorporated herein by reference.

It is prohibited to use plagiarized materials, and to publish, share or otherwise disclose or communicate to third parties (i) answers to questions or tasks whose resolution is a part of the Challenge, (ii) information that may help other Participants complete tasks, Rounds or Challenge, bypassing the procedure and/or scenario determined by Akropolis, or (iii) information that may allow other Participants skip tasks or Rounds of the Challenge or secure an advantage over other Participants.

### **Penalties**

Akropolis reserves the right to apply a penalty to a Participant who violates these Terms, rules and/or instructions set forth by Akropolis, effective immediately. The type of penalty in each case shall be determined by Akropolis in its sole and absolute discretion, and may include, inter alia, disqualification from the Round,

disqualification from the Challenge, revocation of the status of a Winner, zeroing the Points of such Participant, etc.

### **Winners and Awards**

The Challenge shall be divided into rounds (the “**Rounds**”). First Participant(s) who complete(s) all tasks of the respective Round and submit(s) a required notification to Akropolis, if required, will be selected as Winner(s) of the Round. Akropolis reserves the right to further introduce and select additional types and classes of Winners of the Round and/or Challenge (all winners specified in this paragraph, collectively, the “**Winners**”).

Each Winner will receive certain amount of reward points (the “**Points**”), depending on his or her place and/or other circumstances determined by Akropolis. The amount of Points granted to each Winner will be determined by Akropolis in its sole discretion. The Points may be cumulated by the Participants and further exchanged for certain Award(s) in accordance with the terms specified herein.

The Participant will only able to exchange the Points collected for an Award in case the quantity of Points collected reaches the threshold (the “**Threshold**”). Akropolis may decide to introduce additional Award(s) for those Participants who collected certain quantity of Points but failed to reach the Threshold, in its sole and absolute discretion.

The maximum number of Winners in each Round, their tiers and criteria of selection, if any, types and quantity of Awards that will be granted to Participants in exchange for Points collected, the tiers and classes of Awards, if any (the “**Awards**”), terms of the delivery of Awards, the Threshold, and other details shall be determined by Akropolis in its sole discretion before the commencement of the Challenge and will be communicated via one of the Communication Channels.

In no case shall Akropolis be obliged to select you as a Winner and/or grant you an Award, should you fail to perform instructions communicated in accordance with these Terms or fail to comply with the Terms.

The list of Winners and Awards will be determined by Akropolis and communicated via one of the Communication Channels. Our decisions are final, non-appealable and binding. Prospective Winners must comply with these Terms; winning is contingent upon verification of eligibility and compliance with all requirements herein.

You hereby acknowledge that Awards may be granted in Akropolis tokens AKT, a digital product that is an ERC20 compatible cryptographic token generated by Akropolis and designed for Akropolis Network. To better understand the nature of Akropolis Network, AKT and its intended functionality please refer to the Website and Akropolis' whitepaper, which materials, however, are provided for information purposes only and are not parts of these Terms.

ALL AWARDS ARE TO BE PROVIDED 'AS IS', WITHOUT ANY GUARANTEES AS TO THEIR VALUE, QUALITY, FUNCTIONALITY, COMPLETENESS ETC.

## **6. PERSONAL DATA**

In order to submit an entry and participate in the Challenge you will be required to share with us some of your Personal data, including, *inter alia*, your name, email address, Wallet details, country of residence, time zone and social network accounts information. Your Personal data and other information provided to us will be collected, processed, stored, used and transferred according to our Privacy Policy, which is incorporated herein by reference and can be found at: <https://akropolis.io/assets/ac6a206e1a3fe337a8f4229886dad710.pdf> (the "Privacy Policy").

## **7. CONSENT TO RECEIVE NOTIFICATIONS**

By registering for participation in the Challenge and/or providing your email address you expressly consent to receive notifications related to the Challenge and Akropolis Network, including notices, instructions, newsletters, promotional and marketing materials.

## **8. IDENTIFICATION PROCEDURE**

IN ORDER TO RECEIVE AN AWARD, YOU WILL BE REQUIRED TO UNDERGO AN IDENTIFICATION PROCEDURE AND PROVIDE CERTAIN DATA ABOUT YOURSELF FOR THE ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING PURPOSES (THE "IDENTIFICATION PROCEDURE").

During the Identification Procedure we may ask you to submit a proof of your identity and a proof of your residence. In certain cases, you may be asked to provide additional information or documents necessary for your identification and/or performance of obligations imposed on us by the applicable legislation. If

this is the case, relevant instructions will be communicated to you via one of the Communication Channels.

Your participation in the Challenge and distribution of the Award (as specified above) shall always be subject to successful passing the Identification Procedure. In other words, you will not be able to receive an Award in case you refuse or fail to pass the Identification Procedure.

## **9. FAILURE TO FOLLOW THE PROCEDURES**

Failure to follow the procedures set forth in these Terms and otherwise in connection with the Challenge may result in Participant not receiving any Award or being disqualified.

## **10. THESE TERMS**

Unless otherwise stated herein, these Terms only regulate and govern your participation in the Challenge and distribution of the Awards. The Akropolis Token Generation Event, any use of AKT in the Akropolis Network and the use of Akropolis Network itself shall be governed by other applicable terms, conditions, agreements and policies.

## **11. SECURITY ISSUES**

You are responsible for implementing reasonable measures for securing your Wallet, vault, or other storage mechanism you use to receive and hold AKT tokens or Award, if applicable, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your tokens. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

You must understand that smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, you hereby acknowledge, understand and accept that Akropolis does not provide any form of warranty, representation or assurance (in each case whether express or implied) that AKT are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs.

## **12. TAXES**

You are responsible for determining what, if any, taxes apply to your receipt of Award, 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 participation in the Challenge. You acknowledge, understand and agree that (a) the receipt of Award may have tax consequences for you, (b) you are solely responsible for compliance with your tax obligations, and (c) Akropolis 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 AKT or any other action or transaction related to the Akropolis Network or the Challenge.

### **13. REPRESENTATION AND WARRANTIES**

By registering for or participating in the Challenge you expressly represent and warrant that:

(a) You have read and understand these Terms (including all documents incorporated herein by the reference);

(b) You have the necessary authority and consent to accept these Terms and to enter into a binding agreement with us and to perform the obligations set out herein;

(c) The acceptance of these Terms and the entry into a binding agreement with Akropolis shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of your statutory or organizational documents (in the case of a corporate entity); (ii) any provision of any judgment, decree or order imposed on you by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;

(d) You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, token storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of your participation in the Challenge, including, but not limited to, the matters set forth in these Terms and to appreciate the risks and implications related thereto, and you are able to bear the risks thereof, and liability to us and others for your acts and omissions, including, without limitation, those constituting breach of these Terms, negligence, fraud or willful misconduct;

(e) You understand that AKT confer only the right to access Akropolis Network, to receive services through the Akropolis Network, and confer no other rights of any form with respect to Akropolis or any entity from Akropolis' group



of companies, including, but not limited to, any voting, distribution, redemption, liquidation or other financial and legal rights;

(f) You are not going to use AKT for any uses or purposes other than to receive services through the Akropolis Network, including, but not limited to, any investment, speculative or other financial purposes;

(g) You are not located in, or a citizen or resident of the United States. You are not located in, or a citizen or resident of any state, country, territory or other jurisdiction that is embargoed by the United States. You are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List. You are not restricted or prohibited from engaging in any type of trading by the European Union, Hong Kong Monetary Authority, Hong Kong Customs and Excise Department, Office of Foreign Asset Control or any other administrative law enforcement agencies. You shall not participate in the Challenge if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your participation in the Challenge would be illegal or otherwise violate any applicable law. You represent and warrant that you are not a citizen or resident of any such jurisdiction, that you will not participate in the Challenge while located in any such jurisdiction, and that you are not on any trade or economic sanctions list. You also shall not participate in the Challenge if you are located in, or a citizen or resident of, any other jurisdiction where Akropolis has determined, at its discretion, to prohibit participation in the Challenge. Akropolis may implement controls to restrict participation in the Challenge from any jurisdiction prohibited pursuant to this subclause. You agree that you will comply with this subclause, even if Akropolis' methods to prevent participation in the Challenge are not effective or can be bypassed;

(h) You have all requisite power and authority to execute and deliver these Terms and to carry out and perform your obligations under these Terms; if you are an individual, you are at least 18 years old and of sufficient legal age and capacity to participate in the Challenge;

(i) You will comply with any tax obligations applicable to you arising from your participation in the Challenge;

(j) The execution and delivery of, and performance under, these Terms requires no approval or other action from any governmental authority or person other than you;

(k) To the extent required by applicable law, you comply with all anti-money laundering and counter the financing of terrorism requirements,

(l) Neither you, nor any person having a direct or indirect beneficial interest in you or an Award being received by you, or any person for whom you are acting as agent, attorney, trustee or nominee in connection with the receipt of Award, where applicable, (a) is the subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government,

including, but not limited to, those administered by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom or any other applicable jurisdictions (collectively, "**Sanctions**"), (b) is located, organized or resident in any country or territory that is the subject of country-wide or territory-wide sanctions, (c) is listed in any sanctions-related list of sanctioned persons, including, but not limited to, those maintained by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom and/or (d) is directly or indirectly owned or controlled by any person or persons described in above in this sub clause;

(m) You will not use AKT to finance, engage in, or otherwise support any unlawful activities;

(n) You have joined Akropolis' Telegram Channel before accepting these Terms;

(o) You will provide an accurate Wallet Address to us for receipt of any Award distributed to you by us.

#### **14. USER GENERATED CONTENT**

You may be provided with possibility for posting or creating content through the Website, Platform, and the Chatbot, or otherwise during the Challenge and in relation to it (the "**User generated content**"). If you create or provide any User generated content, you must ensure that such content at all times is true, accurate, complete and up to date, and that such content does not breach any rights of third parties or laws. By creating or providing any User generated content to us or other Participant of the Challenge you warrant that you own all intellectual property rights to such content, that such content does not violate any rights of third parties, laws or regulations. You shall be solely liable and responsible for your User generated content.

We do not review all User generated content and do not have such an opportunity. We do not undertake any obligations in respect to the User generated content, e.g. obligations of confidentiality. At all times, we retain the right to remove any User generated content without any prior notice if case we, in our sole discretion, determine that such content is offensive, unacceptable, may harm us or violate these Terms, any laws or public order.

By creating or providing User generated content to us you grant Akropolis, its agents, contractors, partners, officers, employees and successors a non-exclusive, irrevocable, royalty free, perpetual, worldwide right to use, copy, edit, reproduce, translate, publicly display and perform, commercialize, distribute, modify, create derivative works based on and from your User generated content, and the right to assign these rights to third parties in whole or in part.

## **15. NO ADVICE**

No part of the information provided by us or content available on the Website, through the Platform, Chatbot or any other Communication Channels should be considered to be business, legal, financial or tax advice regarding Akropolis, Akropolis Network, AKT, Token Generation Event or any of the matters to which all or any part of such information relates. You should consult your own legal, financial, tax or other professional advisor regarding this information.

All materials and information provided by Akropolis is provided 'as is'. We shall not be responsible for the accuracy of the information and materials on the Website, in the Channel or provided via the Communication Channels, therefore any use of such information or materials is at your own discretion and risk and you are solely responsible for any possible damages or losses arising from such use, e.g. damages to your computer system, loss of data etc.

## **16. AVAILABILITY AND ACCESS**

Generally, we are not going to terminate access to the Website, Platform, or Chatbot for any Participant, the Website, Platform, and Chatbot are public and can be accessed without login or registration. At the same time, the availability and functionality of the Website, Platform, and Chatbot depend on various factors, such as communication networks, availability of servers etc.

Our Website, Platform, Chatbot and other resources that we provide for the purposes of the Challenge are provided 'as is' and 'as available' basis, and we do not warrant or guarantee that the Website, Platform, Chatbot or any other resource will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free, will not have any bugs or malfunctions etc.

## **17. THIRD PARTY RESOURCES**

During the Challenge you may be required to visit third party resources and websites, for example, you might need to visit Akropolis' page on a social network such as Facebook. You hereby acknowledge that Akropolis is not responsible for and does not make any warranties, express or implied, as to the third party websites and resources, does not endorse and is not responsible for any information, statements, content, ads, goods or services, or other materials on or available from such resources or websites.

Visiting third party websites and resources is always voluntary, and if you do so, you are solely responsible for consequences of such visits. Please note that relationship between you and such third party websites and resources may be governed by separate agreements, e.g. terms of use or privacy policy. We are not a part of your relationship with such third parties and do not take responsibility for such third parties in any way.

## **18. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER AKROPOLIS NOR ITS OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR ENTITIES FROM AKROPOLIS' GROUP OF COMPANIES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR YOUR PARTICIPATION IN THE CHALLENGE, OR YOUR USE OF THE AKT TOKEN. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE CHALLENGE OR ANY RELATIONS ARISING IN RELATION TO IT IS TO NOT PARTICIPATE IN THE CHALLENGE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF AKROPOLIS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE EUR 1,000. THE FOREGOING LIMITATIONS WILL NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD, WILLFUL OR RECKLESS MISCONDUCT OF AKROPOLIS NOR SHALL IT LIMIT OR EXCLUDE ANY LOSSES FOR WHICH, AS A MATTER OF APPLICABLE LAW, IT WOULD BE UNLAWFUL TO LIMIT OR EXCLUDE LIABILITY.

## **19. GOVERNING LAW AND DISPUTES RESOLUTION**

Governing Law. These Terms will be governed by and construed and enforced in accordance with the laws of Gibraltar, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

Disputes Resolution. Any dispute between the Parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) (“**Dispute**”) that is not subject to arbitration shall be exclusively resolved by the courts of Gibraltar. 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.

Arbitration. Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration, which are available on the LCIA website and are further deemed to be incorporated by reference in this clause. By agreeing to be bound by these Terms, you acknowledge and agree that you have read and understood the LCIA Rules. Any arbitration will occur in Gibraltar. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA. The courts located in Gibraltar will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

## **20. MISCELLANEOUS**

IP Rights. You are not entitled to and any provision of these Terms shall not be treated as such that entitles you to any Intellectual Property Rights of Akropolis.

Entire agreement. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the Parties regarding the subject matters hereof. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Akropolis for the terms of use for any other Akropolis' product or service or otherwise.

Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

Assignment. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Akropolis, including by operation of law or in connection with any change of control. We may assign or transfer these Terms, any or all of our rights and obligations under these Terms, in whole or in part, without obtaining your consent or approval, provided that you will be informed of such transfer in the order provided herein.