

TERMS AND CONDITIONS

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1. INTRODUCTION AND YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS

Welcome to our website <https://whiteh2coin.com/> (“Site”).

White Hydrogen S.A. (hereinafter: “WH2C”, “we”, “our”, “us”) is a company registered in the Marshall Islands, with a corporate address: Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands, MH 96960 and registration number: 108532, which manages the Site and the Platform (defined below) and all the services provided therein (“Services”). These Terms and Conditions (“Terms”) govern your access to the WH2C website and your use of it. You will have to agree to them before you use our Platform. This agreement contains crucial information regarding your rights, obligations, conditions, limitations and exclusions that might apply to you.

These Terms apply to all users of the WH2C Site and Platform (together “you”, “your” or “Users”) unless stated otherwise.

These Terms contain an ARBITRATION PROVISION that requires all claims to be resolved by way of LEGALLY BINDING ARBITRATION. The terms of the arbitration provision are set forth in Article 22, “Dispute Resolution, Arbitration Clause”, hereunder.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICES. BY USING OUR SITE/PLATFORM OR ACCESSING OR USING OUR SERVICES IN ANY OTHER WAY, YOU CONFIRM THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. WE ARE ONLY WILLING TO MAKE OUR PLATFORM AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OR ANY PROVISION HEREIN, YOU MAY NOT ACCESS OR USE OUR PLATFORM AND THE SERVICES WE PROVIDE ON IT.

YOU ARE FULLY RESPONSIBLE FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF THE COINS YOU OBTAIN ON OUR PLATFORM. DESPITE INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, WE MAKE NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF THE COINS ON OUR PLATFORM.

By using our Platform, you affirm that you are of legal age (according to your country's legislation) to enter into these Terms. If you are using our Services on behalf of an organization or company, you affirm that you have the legal authority to bind them to these Terms.

You may not use our Platform if you: do not agree to these Terms; are not of legal age (according to your country's legislation) to enter into these Terms; or are prohibited from accessing or using our Platform by applicable law.

2. DEFINITIONS AND EXPLANATIONS

AVAX: means the Avalanche cryptocurrency token, an ERC20 standard token, based on and native to the Avalanche software platform. Users can acquire AVAX on the Platform with FIAT currency or other cryptocurrencies, specifically Bitcoin and Ethereum. AVAX will be mainly used on the Platform to pay the gas fees associated with the transactions on the blockchain.

CWH2C Coin: means Crowdfunding White Hydrogen Coin, an ERC20 standard token based on the Ethereum and Avalanche software platforms, which Users can acquire on the Platform with FIAT currency or other cryptocurrencies, specifically Bitcoin and Ethereum. CWH2C Coin can then be used as an utility token on the Platform for the Plant Starter functionality of the Platform. CWH2C Coins cannot be traded on cryptocurrency exchanges but can be held by Users in their Wallet of choice.

dApps: means Decentralised Applications, which are software applications and digital platforms that have their backend code running on a decentralized network and not a centralized server. They use the blockchain for data storage and Smart Contracts for their app login.

Digital Wallet: means a program application that stores private and public keys and interacts with applicable cryptocurrency blockchain network(s) to enable Users to send and receive cryptocurrencies (including CWH2C Coins and WH2C Coins) and monitor their balance, which is created by Users themselves using third-party services.

Coins: means AVAX, the CWH2C Coin and the WH2C Coin.

LTC Plant: means Low-Temperature Conversion Plant, using the technology of Low-Temperature Conversion, which is a patented method for using waste materials, such as all kinds of plastic, used tires, sewage sludge, household waste, biomass, and similar organic waste materials, to produce synthetic gases for the generation of power, heat, synthetic fuels and chemical products. You can read more about the Low-Temperature Conversion technology on our Site and in the Whitepaper.

Platform: means the White Hydrogen Platform that will run on the Ethereum and Avalanche platforms. These are open-source software platforms that developers can use to create cryptocurrencies and other digital applications. Unlike the Bitcoin blockchain, which is the exclusive home of Bitcoin, the Ethereum and Avalanche blockchains host an unlimited number of digital currencies. Ethereum is the most actively used blockchain known for providing a distinct and accommodating developer experience featuring the Ethereum Virtual Machine (EVM), a unique software system that allows developers to launch any dApp regardless of the underlying coding language and its own programming language known as Solidity for coding Smart Contracts. Alongside the Ethereum software platform, the Avalanche software platform is also used to maximize efficiency, smoothness and functionality of the Platform.

Plant Starter: means a function of the Platform where Users can crowdfund the construction and operation of an LTC Plant, alongside many other environment-friendly projects and marketing campaigns.

Smart Contract: means computer code that executes a predetermined function allowing two or more parties to initiate and carry out a transaction without the use of a traditional intermediary or other third party. Smart Contracts are transparent and unchangeable, making it impossible for one party to later alter the terms of the contract in their favor. Smart Contracts can involve any number of players located anywhere in the world, thanks to blockchain technology. The Smart Contract can create a new digital asset known as a token (including AVAX, the CWH2C Coin and the WH2C Coin) that can be used as digital currency in connection with a particular distributed application. The newly created Smart Contract not only creates the new token, it also oversees the transactions involving the token.

Stake: means a function of the Platform where Users can stake their WH2C Coins and get rewarded automatically after a certain amount of time.

Stake Period: means a period of time during which WH2C Coins are “staked” by the Users through the Stake function of the Platform.

Wallet: means Digital Wallet and WH2C Wallet.

WH2C Coin: means the White Hydrogen Coin, an ERC20 standard token based on the Ethereum and Avalanche Software Platforms, which Users can acquire on the Platform with FIAT currency or other cryptocurrencies, specifically Bitcoin and Ethereum. WH2C Coin can also be acquired by the Users upon a successful crowdfunding event through the Plant Starter function on the Platform. WH2C Coins can, in contrast to CWH2C Coins, be traded on cryptocurrency exchanges or held by Users in their Wallet of choice. Users can also choose to Stake the WH2C Coins on the Platform.

WH2C Wallet: means a program application that stores private and public keys and interacts with applicable cryptocurrency blockchain network(s) to enable Users to send and receive cryptocurrencies (including AVAX, CWH2C Coin and WH2C Coin) and monitor their balance, created by WH2C.

3. SERVICES

Our Platform runs on Ethereum and Avalanche software platforms, featuring the ERC20 standard tokens called AVAX, the CWH2C Coin and the WH2C Coin. The Platform offers a reliable, trusted, real-time, crowdfunding of clean energy technology development and implementation projects and affordable clean energy transaction experience among energy producers, distributors and consumers, alongside other services.

All transactions between parties performed in Coins are based on the underlying Smart Contracts. Furthermore, it allows for real-time data from the producers (of hydrogen, methanol or other energy sources) on the amount of substance produced, waste treated and data metrics on customer usage.

You acknowledge that executed transactions are non-cancelable and final. You cannot change or reverse any transaction - whether completed or pending. WH2C does not accept any returns or provide refunds for the purchase of the Coins or any use of the CWH2C Coin through the Plant Starter function of the Platform, unless explicitly stated otherwise in these Terms.

We do not offer any other fungible or non-fungible tokens from other platforms. Users are able to register on our Platform with an existing Digital Wallet or set up a new WH2C Wallet.

3.1. Purchase and use of CWH2C Coins

Users can purchase CWH2C Coins on the Platform for the price indicated by using FIAT currencies or other cryptocurrencies, specifically Bitcoin and Ethereum. These CWH2C Coins have the utility to be used on the Plant Starter functionality of the Platform, as described in the following Sub-article 3.2.

We reserve the right to modify any types, prices and numbers of CWH2C Coins.

3.2. Plant Starter

The main functionality of Plant Starter is for Users to crowdfund the construction and operation of an LTC Plant and contribute to the realization and spread of the Low-Temperature Conversion technology and LTC Plants worldwide, making an environmentally-friendly contribution for the whole planet.

Within the Plant Starter function of the Platform Users can also crowdfund several other environmental projects, including green energy constructions, clean energy sources, green materials, green energy marketing campaigns and other environmentally-friendly projects to help aid the planet. All the information regarding the crowdfunding projects are available in the description of each project or campaign individually.

With each individual LTC Plant or other project or campaign, Users can also view the threshold of CWH2C Coins which are needed in order for the LTC Plant or other project to be successfully carried out. Only upon the project reaching the threshold, is a project actually deployed.

Upon the successful crowdfunding of a project (the project reaching the threshold described above), the CWH2C Coins of a User that were used in funding the project, are converted into WH2C Coins at a conversion rate of 1:1 and sent to the Wallet of the User.

CWH2C Coins, which are used in the Plant Starter function for an individual project that does not reach the above mentioned threshold and is therefore not successfully crowdfunded, cannot be refunded or converted into WH2C Coins. Such CWH2C Coins will be returned back to the Users to their Wallet and can be used to crowdfund any other project in the Plant Starter function.

3.3. Purchase and use of WH2C Coins

Users can purchase WH2C Coins on the Platform for the price indicated by using FIAT currencies or other cryptocurrencies, specifically Bitcoin and Ethereum.

WH2C Coins can also be obtained by Users on the Platform by crowdfunding through the Plant Starter function, upon a project successfully reaching the crowdfunding threshold, as described in the Sub-article 3.2. above. WH2C Coins cannot be used in the Plant Starter function of the Platform.

Users can hold the WH2C Coins in a Digital Wallet of their choice, trade the WH2C coins on cryptocurrency exchanges on the Ethereum and the Avalanche software platforms or use the Stake functionality of the Platform, as described in Sub-article 3.4. below.

WH2C Coins cannot be converted to FIAT currency or any cryptocurrency on the Platform, nor does the Platform provide any such functionality.

We reserve the right to modify any types, prices and numbers of WH2C Coins.

3.4. WH2C Stake

The blockchain technology solutions that we use on our Platform allows us to set up a system where the holders of WH2C Coins can stake their WH2C Coins to support our projects and get rewarded automatically after the Stake Period without the need for a third party or intermediary to govern the transaction, which is instead governed by the code itself.

After the end of the Stake Period, Users will receive an amount of WH2C Coins as shall be disclosed and agreed upon on the Platform before the commencement of the Stake by the Users.

Users hereby acknowledge that they will not be able to use, exchange, convert or transfer the WH2C Coins which were “staked” through the Stake function of the Platform for the Stake Period.

WH2C is not responsible or liable for any fluctuations and small or significant changes in price during the Stake Period, any malfunctions, changes or termination of the Platform or any other changes which may happen during the Stake Period.

If the Platform ceases to operate during the Stake Period, the WH2C Coins which were “staked” through the Stake function of the Platform cannot be returned to the Users. The Users hereby acknowledge such risk and potential loss.

We reserve the right to modify any types, rates and schedules of the WH2C Stake functionality.

3.5. Purchase of AVAX

Users can purchase AVAX on the Platform for the price indicated by using FIAT currencies or other cryptocurrencies, specifically Bitcoin and Ethereum.

4. USE OF OUR PLATFORM AND ACCOUNT LOGIN/REGISTRATION

In order to use our Platform you should first install a web browser (Google Chrome, Mozilla etc.). You will also need a Wallet to be able to purchase Coins on our Platform.

You are responsible for providing all the necessary equipment and software to connect to our Services. Any potential fees (e.g. internet connection fees) that you sustain when accessing our Services are solely your responsibility.

Anyone can browse on our Site without registering for an Account (described below). Some of the features on our Site and our Services have, however, other requirements.

4.1. Login / Register

In order to purchase Coins you need to create your account on WH2C (“Account”) or log in to an existing Account. You can create your Account by using a wallet made by WH2C, a WH2C Wallet or you can use your own Digital Wallet. By creating an Account, you are bound to provide accurate, current and complete registration information about yourself.

After you have registered your Account you will receive a verification email with your Account information. You will need to verify on our Platform that you have received the verification email. You also agree to maintain and immediately update your Account information. We reserve the right to reclaim usernames without liability to you.

Registration data and some other information about you are governed by our Privacy Policy, accessible at [\[REDACTED\]](#).

You are responsible for maintaining the security of your password and accept all risks of unauthorized access to your Account or your Digital Wallet as well as to the information you provide to us. You are bound to notify us immediately if you discover or suspect any security breaches related to your Account (e.g. an unauthorized use of your password) or to the Services provided on our Platform. You also agree to ensure that you exit from your Account at the end of each session when accessing our Platform. WH2C will not be liable for any loss or damage caused by your failure to comply with this.

In order to protect your Account we also employ a Two Factor Authentication/Authorization (“2FA”). 2FA is an extra layer of security used to make sure that people trying to gain access to an online account are who they say they are. First, the User enters his/her username and a password. Then, instead of immediately gaining access, the User will be required to provide another piece of information.

By agreeing to these Terms you are also bound not to create another Account if we have disabled your Account or buy, sell, rent or lease access to it or to your username, without our prior permission. You may also not share the password for your Account with anyone or log in/try to log in to access our Services through unauthorized third party applications or clients.

If any competent authority requests so or if the legislation or regulation requires, we may ask you to give us additional information and documents. We may also require you to do this, if we will have reasons to believe that your Account is being used for any illegal activities; that you have made transactions in violation of these Terms or that you have concealed or have given false identification information and other information.

WH2C reserves the right to change, modify or discontinue its Platform or any part of it with or without notice. WH2C will not be liable to you or to any third party for the consequences that might arise for you from this.

4.2. Access your Digital Wallet/create your WH2C Wallet

In order to create your WH2C Wallet or access your Digital Wallet, you will be redirected to the Avalanche blockchain. Avalanche blockchain terms of use apply. WH2C is not accountable for your use of such third-party services. You can access your Wallet either with a Keystore and Password or with a Private Key (users use the same Keystore or Private Key both on the Ethereum and on the Avalanche blockchain). Users are advised to keep their Keystore and Password safe by storing them separately. Keystores should be kept on separate external drives and not on users' primary electronic devices (computers, tablets, phones, etc.).

Upon the creation of WH2C Wallet you shall receive an encryption password to restore access to your WH2C Wallet in the event of a disconnection of the WH2C Wallet from a specific device or in the event of accessing the WH2C Wallet from a different device ("Encryption Password"). The User hereby acknowledges that they shall handle the Encryption Password carefully and with proper care as the Encryption Password cannot be recovered in any event. Therefore it is important the User always remembers the Encryption Password and has it securely stored digitally and physically to prevent permanent loss of access to the WH2C Wallet and with it loss of any NFTs acquired on the Platform. WH2C does not have any access to, and is not able to recover any Encryption Passwords of the Users and is therefore not liable for any such Encryption Passwords lost.

You acknowledge that the Company will not be liable for any error with respect to the instructions you provide, including without limitation erroneous Wallet address.

WH2C does not collect any information regarding your use of such third-party services. You hereby acknowledge that you are the sole owner of the sensitive Wallet information. WH2C does not have ownership, or any kind of access to such information and you agree not to hold WH2C liable for any loss of Wallet information, private key/s, misappropriation, malfunction or failure regarding the Coins, your Wallet and/or any other cryptocurrencies held within.

4.3. First login

In order to proceed with your first login you will need to verify your Account first. As part of our commitment to combat financial crimes, we have implemented procedures and systems aimed at allowing us to identify and mitigate the risks of our services being misused for illegal purposes.

That is why we have partnered with a third-party company ONFIDO, a well known and highly respected company that provides customers with the know your customer ("KYC"), anti-money laundering ("AML") and counter-terrorism financing ("CTF") services. ONFIDO will handle and elaborate your account Verification Request, the KYC, AML and CTF procedures.

All the procedures may be based on the collection of information about you, the assessment of AML/CTF risks associated with your activities, and the ongoing monitoring of transactions made by you. By using any services of ONFIDO you hereby acknowledge you have read, understood and consented with the sharing of your personal data to third parties according to our Privacy Policy and to terms and conditions, privacy policy and any other policies by ONFIDO.

4.4. Settings

After you have created your Account and logged into it you can manage and adjust your contact information, notifications and more.

4.5. Logout

You agree to ensure that you exit from your Account at the end of each session when accessing our platform. WH2C will not be liable for any loss or damage caused by your failure to comply with this.

5. NO RIGHTS, OWNERSHIP OR STAKE IN WH2C COMPANY

You agree that neither the CWH2C Coins nor the WH2C Coins carry any rights, whether express or implied, other than the right to use the CWH2C Coins and the WH2C Coins on the Site and the Platform. CWH2C Coins and the WH2C Coins do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to WH2C. Neither the CWH2C Coins nor the WH2C Coins give you any entitlement to acquire any such interest or entitlement in respect of WH2C.

6. ELIGIBILITY

By using this Site, the Platform or any of our Services you hereby confirm that you are at least 18 years old and legally competent to enter into and to contractually abide by the terms, conditions, representations and warranties set forth in these Terms.

You are solely responsible for checking the laws regarding the purchase of and trade with cryptocurrencies in the jurisdiction in which you are located to ensure that your registration with WH2C is legal. We will not be held liable or responsible for any Users using the Site, the Platform or the Services unlawfully. In any doubt you shall cease the use of the Site, the Platform and the Services immediately and check the relevant applicable laws. Therefore eligibility is voided where prohibited by law.

Where we believe that your use of the Site, the Platform and/or Services may not be fully compliant with applicable laws and regulations, including, but not limited to, where there is any reason to suspect that your use of the Services involves any prohibited activities, we may refuse to provide you access to the Site, the Platform and the Services, process your transactions, in addition to any other action which we may deem reasonable.

7. COMMUNICATION

By creating an Account you consent to receive electronic communications from us via email or by posting notices on our Platform etc. This may include notifications regarding your Account (e.g. password changes). You agree that the notices, agreements and other electronic communications we send to you will meet any legal requirements regarding communications, including for example, that such communications are to be in writing. We encourage you to either save an electronic copy or print a paper copy of electronic communications you receive from us in order to maintain copies of our electronic communications.

You may also receive promotional communications from us via email, e.g. special offers, surveys and other information we believe might interest you. You have the possibility to opt out of such emails at any time by following the instructions regarding the unsubscription provided therein.

8. PRIVACY POLICY

When submitting personal data through our Platform, you agree to our Privacy Policy (made available on the Site at [\[REDACTED\]](#)) (the "Privacy Policy") and consent to the gathering, use and disclosure of this data in a way that is described in the Privacy Policy.

For information regarding how we collect, use, store and disclose some of your personal information, please refer to our Privacy Policy. You acknowledge that the Privacy Policy is an integral part of these Terms, and by using the Site, the Platform and the Services, you also agree that you have read, understood, and accepted the terms of the Privacy Policy.

The security of your data is important to us, but no method of transmission over the internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your personal data, we cannot guarantee its absolute security and we do not take any liability in case of security breaches.

9. PAYMENT, TRANSACTION FEES AND TAXES

Any payments or financial transactions that you engage in on our Platform will be conducted solely through the Ethereum and Avalanche software platforms. You can purchase the Coins with either FIAT currency or with other cryptocurrencies, specifically Bitcoin and Ethereum. Payments with FIAT currencies are conducted via bank transfers. Bitcoin and Ethereum payments are conducted via Coinbase Commerce third-party services. Other transactions take place on the Ethereum blockchain platform where Users sign for the transaction themselves and pay a transaction fee (GAS).

Once Users purchase or acquire the Coins, they have them at their disposal. Users can also send their Coins to a desired address outside the White Hydrogen Platform. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions. Once you have sent the Coins, the transaction becomes irreversible. Therefore, we kindly ask you to double check any relevant information, especially the address you are sending your Coins to.

We are not liable to you or to any third party for any claims or damages that you may sustain as a result of any payments or transactions that you engage in on our Platform, or any other payment or transactions that you conduct on the Ethereum Software Platform or the Avalanche Software Platform. We do not give refunds for any purchases that you might make on our Platform. If you use a cryptocurrency to purchase a set amount of Coins (based on the exchange rate at that given moment), we are not liable if the cryptocurrency subsequently gains more value. We will not refund the difference in values.

Every transaction on the Ethereum and the Avalanche network requires a payment of a transaction fee (“*Gas Fee*”). It funds the network of computers that run the Ethereum and Avalanche network. This means that you will need to pay the Gas Fee for each transaction that you initiate on our Platform. Except when expressly stated otherwise in these Terms, you will have full responsibility to pay the Gas fee for any transaction that you initiate on our Platform.

Users are responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) imposed by any governmental authority associated with their use of our Platform (including, but not limited to, any taxes that may become payable as the result of your ownership, transfer, purchase or sale of Coins).

10. USER INTELLECTUAL PROPERTY RIGHTS

When Users purchase Coins in accordance with these Terms, they become the sole owners of them. This means they have the right to exchange them, sell them or give them away.

Ownership of the Coins is mediated entirely by the blockchain network. We will not seize, freeze, or otherwise modify the ownership of Coins, except as otherwise permitted by these Terms in cases where we determine that the Coins have not been rightfully acquired from a legitimate source.

11. USER CONDUCT

You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are responsible for your own conduct, while accessing or using our Platform. You are also responsible for any consequences that might follow from that. You also agree that you will use the Platform in accordance with these Terms and any applicable laws or regulations.

You warrant and agree that you will not amongst other:

- provide false or misleading information to WH2C;
- use or attempt to use another User’s account without the permission from such User and WH2C;
- pretend to be another person or create a misleading username;
- email or otherwise upload any content that:
 - violates intellectual property or other proprietary rights of any party;
 - no law, contract or fiduciary relationship gives you the right to upload it;

- contains software viruses or any other similar technologies that could interrupt, destroy or limit the functionality of computer software, hardware or telecommunications equipment;
- represents a privacy or security risk to any person;
- represents e.g. unauthorized advertising, promotional materials and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise unacceptable;
- is considered inappropriate by WH2C;
- restricts/inhibits others from using our Platform; or
- might expose WH2C or its Users to any harm or liability;
- interfere with or disrupt our Platform or servers or networks connected to our Platform, or disobey any requirements, procedures, policies or regulations of networks connected to our Platform;
- violate any applicable local, state, national or international law, or any other regulations having the force of law, or which would involve proceeds of any unlawful activity;
- engage in, encourage or promote any activity that violates these Terms;
- gather email addresses or other contact information of other Users of our Platform to send them unsolicited emails or other such communications;
- promote, offer to sell or buy any goods or services for any business purpose without our explicit prior permission;
- engage in, encourage or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, money laundering, or financing terrorism;
- attain or try to get access to any materials or information through means that are not intentionally made available or provided for through our platform;
- use any robot, spider, crawler, script or other means not authorized by us to retrieve or index our Platform or anything on it;
- access or use our Platform in order to create a product or service that is competitive with ours;
- use our Platform in a way that could negatively affect the functioning of our Platform or how others use it.

You are also responsible for the source of your money and you warrant that you are familiar with our AML policy and will comply with it.

12. SUSPENSION OR TERMINATION

You can suspend or terminate these Terms at any time if you cancel your Account and stop accessing and using our Platform. If you terminate these Terms you are not entitled to any refunds.

We reserve the right to terminate these Terms and suspend or terminate your access to our Services without prior notice under any provision of these Terms. In this case you must stop

accessing our Services immediately. We will not be liable to you or to any third party for such action.

Upon any termination of these Terms you may no longer have access to your information on our Platform. We may delete such information and files in your Account and prevent you from accessing them.

You agree that WH2C will not be liable to you or any third party for any termination of your access to our Platform.

We may, in our sole discretion, take appropriate legal action due to your breach of these Terms or any potentially fraudulent, abusive or illegal activity. These Terms will remain enforceable against you while your access to our Services is suspended and after it is terminated. Except for the access to our Services and all payment terms, all of the terms, conditions, and restrictions set forth in these Terms will survive the termination of the Terms.

We have the right to cooperate with any law enforcement authorities or court order that requires us to disclose information of anyone using our Platform.

13. COPYRIGHT POLICY

Our Users may report content that appears on our Platform and appears to violate these Terms. If you believe that your content or the content of another natural person or legal entity has been copied in a way that establishes copyright infringement, please report this to us via email at info@whiteh2coin.com.

14. USER FEEDBACK

You agree that we are free to use any suggestions, comments, or other feedback that you might give us regarding our Platform without additional compensation to you. It is also in our discretion to disclose such feedback to third parties either on a non-confidential or confidential basis.

15. ASSUMPTION OF RISK

You accept and acknowledge that:

- The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Coins, which may also be subject to significant price volatility. We cannot guarantee that any holders of Coins on our Site will not lose money as many factors outside our system may impact the value of Coins.
- You are solely responsible for determining what, if any, taxes apply to your Coin related transactions. WH2C is not responsible for determining the taxes that apply to the transactions you make on this Platform.
- Our Platform does not store, send, or receive Coins because they only exist by virtue of the ownership record maintained on its supporting blockchain. Any transfer of the Coins occurs within the supporting blockchain and not on this Platform.
- There are risks associated with using an internet based digital currency. This includes for example the risk of hardware, software and internet connections failure or malfunction,

the risk of malicious software introduction, and the risk that third parties may attain unauthorized access to information stored within your wallet. You accept and acknowledge that WH2C will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Coins, whatever the cause.

- The regulatory regime concerning blockchain technologies, cryptocurrencies, and tokens is uncertain. New regulations or policies may therefore materially adversely affect the development of our Platform and the potential utility or value of your Coins. Certain jurisdictions apply regulations or may apply such regulations at any time regarding cryptocurrencies, in which case, the Terms, including the provision of the Services, may be amended accordingly or terminated to the extent such amendments are not possible. You agree and understand that legislative and regulatory changes or actions at a state, federal, or international level may adversely affect the use, transfer, exchange, and/or value of cryptocurrency.
- Advances in cryptography such as the development of quantum computers may present risks to the Ethereum Software Platform, the Avalanche Software Platform, our Platform and Coins, including their theft, loss or inaccessibility.

IN LIGHT OF THE ABOVEMENTIONED RISKS, WHICH ARE NOT A COMPREHENSIVE LIST, YOU SHOULD CAREFULLY CONSIDER IF HOLDING CRYPTOCURRENCY IS SUITABLE FOR YOU DEPENDING ON YOUR FINANCIAL CIRCUMSTANCES.

16. OUR TRADEMARKS

The WH2C name, trademarks, logos, and any other WH2C product, service name, or slogan included in the Services are property of WH2C and may not be copied, imitated, or used (in whole or in part) without our prior written consent. The look and feel of the Services, the Platform and the Site, including all custom graphics, button icons, and scripts constitute service marks, trademarks, or proprietary artwork of WH2C and may not be copied, imitated, or used (in whole or in part) without our prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Services ("Third-Party Trademarks") are the property of their respective owners, and the use of such Third-Party Trademarks inures to the benefit of each owner. The use of such Third-Party Trademarks is intended to denote interoperability and does not constitute an affiliation by WH2C and its licensors with such company or an endorsement or approval by such company or its licensors or their respective products or services.

17. CHANGES TO OUR PLATFORM OR SERVICES

WH2C is always trying to innovate and expand the Platform to provide the best possible experience for you. Therefore you may see changes without prior warning. Flexibility is needed so we can make changes, impose or change limits where and when necessary, and sometimes terminate features to wholly improve our Platform or the Services we provide on it.

We reserve the right to change, end, or stop providing the WH2C Platform or its Services at any time, with or without prior notice. We may also add new features. Some updates may not be publicly announced and are done to improve the system stability, add new features etc. We are

not liable for any situation where we modify, suspend, or discontinue a part of or the entire Platform or the Services it provides.

18. THIRD PARTY CONTENT

Our Site may contain links to third party websites and applications ("*Third Party Websites and Applications*"). When you click on such a link you are subject to the terms and conditions (including privacy policies) of those websites. We shall not warn you that you left our Platform when you do that. Third Party Websites and Applications are not under our control and we are not responsible for them. The mentioned links are provided only as a convenience and you use all links in Third Party Websites and Applications at your own risk. When you leave our Platform, our Terms and policies no longer apply. We encourage you to read the terms and conditions, privacy policies as well as other policies of these Third Party Websites and Applications before proceeding with any transactions.

19. RISK OF DISSOLUTION OF WH2C

You hereby acknowledge and agree to the possibility that due to a number of reasons, including but not limited to, a decrease in the Coins' utility, the failure of commercial relationships, intellectual property ownership challenges, unfavourable market conditions or market fluctuations and any added compliance and regulatory obligations, the use of the Site or the Platform may no longer be viable or WH2C may need to cease the provision of the Services and be dissolved and liquidated.

20. AVAILABILITY

You acknowledge that a 100% availability of the Site, the Platform and of the Services is technically not possible. Events beyond the control of WH2C can lead to short-term disruptions or temporary suspension of the Site, the Platform and of the Service. WH2C excludes, as far as legally permissible, liability for all damages in connection with service interruptions.

21. DISCLAIMERS

We at WH2C try to do our best to give you the best experience on our Platform. However, there are some things we cannot assure.

BY AGREEING TO OUR TERMS YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF OUR PLATFORM IS AT YOUR SOLE RISK, AND THAT THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND CANNOT BE HELD RESPONSIBLE OR LIABLE IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR THE CONTENT, ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OPERABILITY OR AVAILABILITY OF INFORMATION OR MATERIAL DISPLAYED ON OR ACCESSIBLE THROUGH OUR PLATFORM. WE ARE NOT RESPONSIBLE FOR THE DELETION, FAILURE TO STORE, MISDELIVERY OR UNTIMELY DELIVERY OF ANY

INFORMATION OR MATERIAL. WE ARE ALSO NOT RESPONSIBLE FOR ANY HARM THAT MIGHT RESULT FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH OUR PLATFORM.

WE WILL NOT BE HELD RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS THE RESULT OF YOUR USE OF THE BLOCKCHAIN NETWORK OR YOUR WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR (SUCH AS FORGOTTEN PASSWORDS); (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED WALLET FILES; OR (IV) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, SUCH AS THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST OUR PLATFORM, THE BLOCKCHAIN NETWORK, OR THE DIGITAL WALLET OR WH2C WALLET.

THE COINS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED REGISTER WITHIN THE BLOCKCHAIN NETWORK. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS.

WE ARE NOT RESPONSIBLE FOR ANY LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE BLOCKCHAIN NETWORK, OR ANY DIGITAL OR WH2C WALLET.

THE LEGISLATION OF SOME COUNTRIES OR OTHER JURISDICTIONS DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONTRACTS WITH CONSUMERS, THEREFORE SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

NO ADVICE OR INFORMATION YOU OBTAIN FROM US OR ON OUR PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

WH2C DOES NOT GUARANTEE THAT: THE PLATFORM WILL BE IN ACCORDANCE WITH YOUR REQUIREMENTS; THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; THE RESULTS THAT YOU MAY OBTAIN BY USING OUR PLATFORM WILL BE ACCURATE OR RELIABLE; OR THE QUALITY OF ANYTHING YOU PURCHASE OR OBTAIN ON OUR PLATFORM WILL MEET YOUR EXPECTATIONS.

22. INDEMNIFICATION

You agree to hold harmless and indemnify, individually or collectively, WH2C as well as our officers, agents, employees, advertisers, licensors, suppliers or partners (the "WH2C Parties") from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to your violation, misconduct or infraction of any rights of another, such as intellectual property rights or privacy rights, or your violation of the law. You agree that we will have control of the defense or settlement of any such Claims. By agreeing to our Terms you also acknowledge to promptly notify WH2C Parties of any third-party Claims, cooperate with WH2C Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims, including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements.

23. LIMITATION OF LIABILITY

YOUR USE OF THE SITE, PLATFORM, OUR SERVICES, AND THE INTERNET IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH WH2C IS TO STOP USING THE SERVICES, AND TO CANCEL YOUR ACCOUNT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE WILL NOT BE LIABLE UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, INCLUDING ANY LOSS OF PROFITS (SUSTAINED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DIMINUTION OF VALUE OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE OUR PLATFORM AVAILABLE AND THAT THESE TERMS REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN US AND YOU AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US AND YOU.

LEGISLATION OF SOME COUNTRIES OR OTHER JURISDICTIONS DOES NOT PERMIT LIMITATIONS ON IMPLIED GUARANTEES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. THEREFORE SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO ALL OF OUR USERS. DEPENDING ON THE LEGISLATION, SOME OF THEM MAY HAVE ADDITIONAL RIGHTS.

24. FORCE MAJEURE

WH2C shall not be liable or responsible to you for not performing any act or fulfilling any duty or obligation connected to these Terms, when and to the extent that such action is caused by any occurrence that is not within its control. These force majeure events ("*Force Majeure*") include any provision of any present or future government law, regulation, order or action; any act of God; war invasion, hostilities, terrorism, riots and other civil unrest; natural disasters, such as flood, fire, earthquake, tsunami or explosion as well as any epidemics or pandemics; the unavailability, disruption or malfunction of the internet, the Ethereum or Avalanche software platforms or blockchain systems, telecommunication breakdown, shortage of adequate power or electricity; strikes, labour stoppages or other industrial disturbances; any consensus attack, or hack, or denial-of-service or other attack on the foregoing on the other software, networks and infrastructure that enables us to provide our Platform.

In case of Force Majeure we shall use reasonable efforts consistent with accepted practice to notify you right away of such an event and try to resume performance as soon as reasonably possible under the circumstances. We will also try to minimize the effects of such Force Majeure events.

25. DISPUTE RESOLUTION, ARBITRATION CLAUSE

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH THE COMPANY AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE COMPANY.

In the event of any controversy or claim arising out of or relating in any way to these Terms, the Site, any advertising, any aspect of the relationship or transactions between us, you and WH2C agree to consult and negotiate with each other and, recognizing your mutual interests, try to reach a solution satisfactory to both parties. The Company shall contact you using the information you provided, and you shall contact the Company according to the information provided on the Site.

If we do not reach settlement within a period of 60 days, then you will engage in mediation, with the help of a mediator appointed by us. You hereby give up your right to litigate our disputes and may not proceed to arbitration without first trying mediation. Except as otherwise required under applicable law, you and WH2C intend and agree: (a) not to assert class action or representative action procedures and agree that they will not apply in any arbitration involving the other; (b) not to assert class action or representative action claims against the other in arbitration or otherwise; and (c) will only submit individual claims in arbitration and will not seek to represent the interests of any other person or entity.

If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia. The language of all proceedings and filings will be English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding on the parties, and their respective administrators and assigns, and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration will be shared equally by the parties unless the arbitration determines that the expenses will be otherwise assessed and the prevailing party may be awarded its attorneys' fees and expenses by the arbitrator. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

Both you and WH2C agree to keep confidential all matters relating to the dispute, including related court proceedings, if any, to the greatest extent practicable. For purposes of this Article, references to you and WH2C also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns.

26. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF

YOU AGREE THAT YOU MAY ONLY BRING CLAIMS AGAINST WH2C ON AN INDIVIDUAL BASIS AND WILL NOT PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, INCLUDING, BUT NOT LIMITED TO, CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

27. NOTICE FOR CALIFORNIA USERS

In accordance with the California Civil Code Section 1789.3 California resident Users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Platforms of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

28. DISPUTES WITH OTHER USERS

You agree that you are fully responsible for your interactions with any other Users of our Platform. WH2C will have no liability or responsibility with respect to that. We reserve the right to become involved in any way with disputes between you and any other User of our Platform at our sole discretion.

29. CHANGES TO THE EXISTING TERMS

WH2C reserves the right to change the existing Terms in the future with or without a prior notice to you. You will be able to see the date of the latest update at the top of this page. Any changes to these Terms will be in effect as of that date. The continued access and use of our Platform is a confirmation that you accept the revised Terms. For this reason we encourage you to regularly read our Terms to keep yourself updated. If you do not agree to the revised Terms, you may not access or use our Platform.

30. QUESTIONS

If you have any questions regarding the use of our services or our Platform, please email us at info@whiteh2coin.com.