

FairAppToken (XFT) Crowdsale: Terms and Conditions

The following Terms and Conditions ("Terms") govern the sale of "FairAppToken" cryptographic tokens ("XFT") to crowdsale participants ("Purchasers" collectively, and "Purchaser" individually) which will be used within an alternative Android App Store called "FairAppStore". FairAppToken does not represent an ownership or share in ANY public or private corporation, or other entity in any jurisdiction. FairAppToken are only to be used into FairAppStore and do not entitle any stakeholder to any additional rights. Any acquisition and use of FairAppToken carries significant financial risk, including the use of experimental software.

This document describes the initial sale in which the FairAppToken ("XFT") is sold. This document does not constitute a prospectus of any sort, it is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring XFT early in the initial sale versus waiting to purchase XFT on open, third-party exchanges.

Ownership of XFT carries no rights express or implied. Purchases of XFT are non-refundable. Purchasers should have no expectation of influence over governance of FairAppStore mobile app, website, or other platforms and services. No XFT should be regarded as fiat money. Considering the nature of the XFT as bona fide cryptographic or virtual commodities (rather than securities, financial instruments, or foreign currency).

By participating in the sale of XFT, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing XFT and agree to be bound by these Terms. You further represent and warrant that, to the extent permitted by law, you are authorized to purchase XFT in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of XFT, now or in the future, FairAppStore and its affiliates, and the officers, directors, agents, joint ventures, employees and suppliers. If a Purchaser is participating in this Crowdsale for another person (e.g., a company or another natural person), the Purchaser represents that they have legal authority to bind and enter into contracts for and on behalf that company/person and that company/person has agreed to these Terms and has been provided copies of these Terms.

DO NOT PURCHASE XFT IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.

Purchases of XFT should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin ("BTC) and Ether ("ETH") and Blockchain-based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While FairAppStore team will be available to assist Purchasers of XFT during and after the sale, they will not be responsible for lost ETH or XFT resulting from actions taken by, or omitted by Purchasers. In particular, please note that Purchasers should maintain a record of their wallet password in order to ensure that they will be able to

access their XFT when it becomes available after the Crowdsale. If you do not have such experience or expertise, then you should not purchase XFT or participate in the Crowdsale of XFT. Please note that FairAppStore team will be available to provide web-based support only, which may include email, web forums, and Frequently Asked Question answers. FairAppStore team will not provide telephone or in-person live support.

WARNING: CRYPTOGRAPHIC TOKENS MAY EXPERIENCE EXTREME PRICE VOLATILITY.

FairAppToken tokens do not represent any formal or legally binding investment. Cryptographic tokens that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of XFT should be prepared to expect similar fluctuations, both down and up, in the price of XFT denominated in BTC or United States dollars ("USD") or currencies of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. FairAppStore team cannot and does not guarantee market liquidity for XFT and therefore there may be periods of time in which XFT is difficult to buy. Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of XFT may be markedly different in different countries and this would likely be reflected in significant price discrepancies. By purchasing XFT, you expressly acknowledge and represent that you fully understand that XFT may experience volatility in pricing and will not seek to hold any of FairAppStore Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of XFT.

WARNING: THE PURCHASE OF XFT ENTAILS A NUMBER OF RISKS.

The purchase of XFT carries with it a number of risks. Prior to purchasing XFT, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, you should not purchase XFT. By purchasing XFT, and to the extent permitted by law, you are agreeing not to hold any of the FairAppStore Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of XFT, including losses associated with the risks set forth below.

1. Overview of Initial Sale of XFT

The FairAppStore team will produce a quantity of XFT in a pre-sale event called the initial sale, to be conducted on its web site at <http://fairapptoken.org>. Purchasers in the initial sale will acquire XFT in exchange for ETH at predefined sale price. All XFT sold in this manner will be created on Specified Smart Contract System. FairAppStore team will allocate the purchased XFT to the corresponding individual Purchasers, delivering it to their control. All XFT will be delivered to Purchasers after the end of the Crowdsale Period.

2. Creation of XFT

100,000,000 XFT will be created on the Ethereum blockchain (for more information about Ethereum, please visit their official website: <https://ethereum.org>). No more XFT will be created after this initial creation.

4,000,000 XFT (4% of the total created XFT) will be distributed amongst participants

of the Crowdsale Presale (from September 4, 2017 at 1:00pm UTC to September 18, 2017 1:00pm UTC). 65,000,000 XFT (65% of the total created XFT) will be distributed amongst participants of the Crowdsale (date to be announced, please check our website for further information <http://fairapptoken.org>). These 65,000,000 XFT will be allocated to Purchasers based on their ETH contributions during the Crowdsale. The remaining XFT not distributed during the Crowdsale Presale and Crowdsale will be split between FairAppStore team members, advisors, developers and reward pool, and could be used for a possible future Crowdsale.

For details, please contact us support@fairapptoken.info.

TIMING OF SALE

The pre-sale phase will begin on September 6, 2017. This stage will run for 15 days. FairAppStore team reserves the right to change the date when the initial sale will begin and further reserves the right to extend the sale duration for any reason, including the unavailability of the website <http://fairapptoken.org> or other unforeseen security or procedural issues. Though it does not currently anticipate doing so, FairAppStore team also reserves the right to shorten the sale duration for any reason.

The Crowdsale phase will begin on a date to be announced on our official website <http://fairapptoken.org>.

3. Pricing of XFT

Based on the performance of other recent blockchain project launches FairAppStore management has determined that this initial sale shall be partitioned and sold at decreasing discount rates as the sale proceeds. Full details about these price points will be provided in a timely manner to Purchasers in the initial sale and will be available on the website <http://fairapptoken.org> at the time of purchase.

4. Disclosure of Purchases

To enable XFT Purchasers to have as much information as possible to guide their decision-making process, FairAppStore team will disclose in real time the total funds collected in the XFT initial sale to enable the Purchaser to develop an understanding of the size of the existing FairAppToken funding pool at the time of their XFT purchase.

5. Purchase of XFT from the fairapptoken.org Website

Instructions for purchasing XFT with ETH will be available for review on the XFT Website (<http://fairapptoken.org>) during the duration of the initial sale. Failure to follow these instructions may limit, delay, or prevent a Purchaser from obtaining XFT. Any questions about these instructions should be directed to support@fairapptoken.info.

6. Obligation to Determine If Purchaser Can Purchase XFT in Purchaser's Jurisdiction

It is the responsibility of each potential Purchaser of XFT to determine if the Purchaser can legally purchase XFT in the Purchaser's jurisdiction.

7. Acceptance of Terms and Conditions of the FairAppToken Sale

As a first step in the purchase process, FairAppStore team will present the Purchaser with these Terms, and associated documents. By placing an order for XFT, the Purchaser: (i) consents and agrees to the Terms; (ii) represents and warrants that the Purchaser is legally permitted to purchase XFT in the Purchaser's jurisdiction; (iii) represents and warrants that the Purchaser is of a sufficient age to legally purchase XFT or has received permission from a legal guardian who has reviewed and agreed to these Terms; (iv) represents and warrants that the Purchaser will take sole respon-

sibility for any restrictions and risks associated with the purchase of XFT as set forth below; and (v) represents and warrants that the Purchaser has an understanding of the usage and intricacies of cryptographic tokens, like BTC, and blockchain-based software systems.

8. Independent Confirmation of Purchases

During the purchase process on the site <http://fairapptoken.org>, FairAppStore team will provide Purchasers with a unique intermediary ETH address ("UIE Address). Using this UIE address, Purchasers can track and confirm that the Purchaser's ETH has been received at that address and has been subsequently and automatically sent to the initial address. Knowledge of the UIE Address does not constitute a purchase receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of the purchased XFT.

9. XFT Will Only Be Available For Sale on the FairAppToken Website

FairAppStore team will only sell XFT through the FairAppToken website, available at <http://fairapptoken.org>. To the extent that any third-party website or service offers XFT for sale during the initial sale or facilitates the sale or transfer of XFT in any way during the initial sale, such third-party websites or services are not sanctioned by FairAppStore team or its affiliates and have no relationship in any way with the FairAppStore Parties. As a result, FairAppStore team prohibits the use of these third-party websites or services for the purchase of XFT prior to the end of the initial sale.

10. Fraudulent Attempts to Double Spend ETH

FairAppStore team will monitor all potential transactions for fraudulent attempts to double spend ETH. Any detected double spend of ETH will result in no XFT being delivered to the associated Purchaser.

11. FairAppStore team Will Not Purchase XFT During Initial Sale

FairAppStore team warrants that it will not purchase XFT in its own sale. Furthermore, FairAppStore team warrants that it will not purchase XFT from any third party, or acquire XFT in any manner, or acquire future control of XFT, during the period of the initial sale.

12. Certain Risks Associated with the Purchase of XFT

The purchase of XFT carries with it significant risk. Prior to purchasing XFT, the Purchaser should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase XFT.

i. It is possible that the value of ETH will drop significantly in the future, depriving FairAppStore team of sufficient resources to continue to operate.

ii. XFT will be stored in a wallet, which can only be accessed with a password selected by the Purchaser. If a Purchaser of XFT does not maintain an accurate record of their password, this may lead to the loss of XFT. As a result, Purchasers must safely store their password in one or more backup locations that are well separated from the primary location. In order to access one's XFT the password that the Purchaser entered is required; loss of this may lead to the loss of a Purchaser's XFT.

iii. Any third party that gains access to the Purchaser's Purchase Email may be able to gain access to the Purchaser's XFT. The Purchaser must take care not to respond to any inquiry regarding their purchase of XFT, including but not limited to, email

requests purportedly coming from the fairapptoken.org website or a similar-looking domain.

iv. Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. The FairAppStore team could be impacted by one or more regulatory enquiries or regulatory action, which could impede or limit the ability of FairAppStore team to continue to develop FairAppStore Platform.

v. It is possible that the FairAppStore Platform will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the use of peer-to-peer currencies. Such a lack of interest could impact the development of the FairAppStore Platform. FairAppStore team cannot predict the success of its own marketing efforts or the efforts of other third parties. There is no guarantee of revenues or profits resulting from the marketing activities of the FairAppStore team.

vi. The Purchaser recognizes that the FairAppStore Platform is currently under development and may undergo significant changes before release. The Purchaser acknowledges that any expectations regarding the form and functionality of the FairAppStore Platform held by the Purchaser may not be met upon release of the FairAppStore Platform, for any number of reasons including a change in the design and implementation plans and execution of the implementation of FairAppStore Platform

vii. The Purchaser understands that while the FairAppStore team will make reasonable efforts to complete the FairAppStore Platform software, it is possible that an official completed version of the FairAppStore Platform may not be released and there may never be an operational FairAppStore Platform.

viii. Hackers or other groups or organizations may attempt to steal the ETH and cryptocurrency revenue from the initial sale, thus potentially impacting the ability of FairAppStore team to promote the FairAppStore Platform. To account for this risk, FairAppStore team has and will continue to implement comprehensive security precautions to safeguard the ETH and cryptocurrency obtained from the sale of XFT. Multi-factor security measures will be taken to protect cryptocurrency and XFT including but not limited to physical elements, multi-signature keys, splitting of funds, hot/cold wallet partitioning and diversification.

ix. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the FairAppStore Platform, which could result in the theft or loss of XFT. To the extent possible, FairAppStore intends to update the protocol underlying the FairAppStore Platform to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security update.

x. As with other cryptocurrencies, the blockchain used for the FairAppStore Platform is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the FairAppStore Platform and expected proper payment operations.

xi. The loss or destruction of a private key by FairAppStore team used to access may be irreversible. FairAppStore team's loss of access to its private keys or a data loss relating to FairAppStore team could adversely affect the value of FairAppStore Platform.

xii. FairAppStore Platform is a new product, thus contributing to price volatility that could adversely affect the value of XFT. The factors affecting the further development of the digital assets industry, as well as the FairAppStore Platform, include:

- a. continued worldwide growth in the adoption and use of XFT and other digital assets;
- b. government and quasi-government regulation of XFT and other digital assets and their use, or restrictions on or regulation of access to and operation of the FairAppStore Platform or similar digital asset systems;
- c. the maintenance and development of the software of the FairAppStore Platform;
- d. changes in consumer demographics and public tastes and preferences;
- e. the availability and popularity of other similar products; and
- f. general economic conditions and the regulatory environment relating to the FairAppStore Platform and digital assets.

xiii. Intellectual property rights claims may adversely affect the operation of the FairAppStore Platform. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the FairAppStore Platform's long-term viability may adversely affect the value of XFT. Additionally, a meritorious intellectual property claim could prevent end-users from accessing the FairAppStore Platform.

xiv. Cryptocurrency exchanges on which XFT may trade may be relatively new and largely unregulated and may therefore be more exposed to fraud and failure than established, regulated exchanges for other products. To the extent that the cryptocurrency exchanges representing a substantial portion of the volume in XFT trading are involved in fraud or experience security failures or other operational issues, such cryptocurrency exchange failures may result in a reduction in the price and can adversely affect the value of XFT. A lack of stability in the cryptocurrency exchanges and the closure or temporary shutdown of cryptocurrency exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the FairAppStore Platform and result in greater volatility in the price.

xv. Political or economic crises may motivate large-scale sales of XFT, which could result in a reduction in the price and adversely affect the value of XFT. Digital assets such as XFT, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events. Large-scale sales of XFT would result in a reduction in the price.

xvi. It is possible that a digital asset other than XFT could have features that make it more desirable to a material portion of the digital asset user base, resulting in a reduction in demand for XFT, which could have a negative impact on the use and price of XFT. It is possible that a comparable product could become materially popular due to either a perceived or exposed shortcoming of the FairAppStore Platform that is not immediately addressed by the FairAppStore Team, or a perceived advantage of a comparable product that includes features not incorporated into

the FairAppStore Platform. If this product obtains significant market share, it could have a negative impact on the demand for, and price of, XFT.

xvii. XFT transactions are irrevocable and stolen or incorrectly transferred XFT may be irretrievable. As a result, any incorrectly executed XFT transactions could adversely affect the value of XFT. Cryptocurrency transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the host blockchain platform. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of XFT or a theft of XFT generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of XFT.

xviii. XFT tokens are issued on the Ethereum blockchain. As such, any malfunction or unexpected functioning of the Ethereum protocol may impact the Purchaser's ability to transfer or securely hold XFT. Such impact could adversely affect the value of XFT.

xix. It is possible that, due to any number of reasons, including without limitation the failure of business relationships or marketing strategies, that the FairAppStore Platform and all subsequent marketing from the money raised from the same of XFT may fail to achieve success.

13. All Purchases of XFT Are Non-Refundable

All purchases of XFT are final. purchases of XFT are non-refundable. by purchasing XFT, the purchaser acknowledges that neither FairAppStore team nor any other of the FairAppStore team parties are required to provide a refund for any reason, and that the purchaser will not receive money or other compensation for any XFT that is not used or remains unused.

14. Taxation of XFT and Taxation Related to the Initial Sale

FairAppStore team makes no representations concerning the tax implications of the sale of XFT or the possession or use of XFT. The Purchaser bears the sole responsibility to determine if the purchase of XFT with BTC or the potential appreciation or depreciation in the value of XFT over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing XFT, and to the extent permitted by law, the Purchaser agrees not to hold any of the FairAppStore team Parties liable for any tax liability associated with or arising from the purchase of XFT.

15. Privacy

FairAppStore team may requires that Purchasers provide an email address, FairAppStore team will not publish any identifying information related to XFT purchases, without the prior written consent of the Purchaser. Purchasers may be contacted by email by FairAppStore team regarding a purchase. Such emails will be informational only. FairAppStore team will not request any information from Purchasers in an email.

16. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING XFT AT THE PURCHASER'S SOLE RISK AND THAT XFT IS PROVIDED ON AN "AS IS" BASIS

WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE FAIRAPPSTORE TEAM PARTIES WARRANT THAT THE PROCESS FOR PURCHASING XFT WILL BE UNINTERRUPTED OR ERROR-FREE.

17. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, XFT OR THE GAMECREDITS MOBILE PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE FAIRAPPSTORE TEAM PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, XFT. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT FAIRAPPSTORE TEAM PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF XFT, AND THAT THE RISK OF PURCHASING XFT RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE FAIRAPPSTORE TEAM PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER MAY HAVE PAID TO FAIRAPPSTORE TEAM FOR THE PURCHASE OF XFT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF FAIRAPPSTORE TEAM.

18. Dispute Resolution

a. FairAppStore team and Purchaser (the "Parties") agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this pre-sale and their respective rights and obligations hereunder arising under this Agreement (a "Dispute").

b. If the Parties, or their designated representatives, are unable to resolve the Dispute within ten (10) business days after referral of the matter to them, the Parties will submit the Dispute for resolution pursuant to paragraph c. of this Section.

c. Except with respect to Disputes concerning (i) the right of either Party to apply to a court of competent jurisdiction for an interim or interlocutory injunction or other provisional remedy to preserve the status quo or prevent irreparable harm or (ii) any Disputes that may arise in connection with a breach of a Party's obligations of confidentiality hereunder, if any Dispute is not resolved pursuant to paragraphs a. and b. above, the Parties will, acting reasonably, agree mutually on the forum for resolution of the Dispute by arbitration as set out in this Section.

d. After the completion of the procedures set forth in paragraph b. and agreement by the Parties to enter into binding arbitration in accordance with paragraph c. of this Section, either Party may within thirty (30) calendar days refer the Dispute to arbitration by serving written notice of its intention to arbitrate the Dispute to the other Party.

e. The arbitration will be conducted by a single arbitrator to be mutually agreed to by the Parties within three (3) business days following the date of the referral of the Dispute to arbitration.

19. Force Majeure

FairAppStore team is not liable for failure to perform solely caused by: unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions), or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

20. Complete Agreement

These Terms set forth the entire understanding between each Purchaser and FairAppStore team with respect to the purchase and sale of XFT. For facts relating to the sale and purchase, the Purchaser agrees to rely only on this document in determining purchase decisions and understands that this document governs the sale of XFT and supersedes any public statements about the initial sale made by third parties or by FairAppStore team or individuals associated with any FairAppStore team parties, past and present and during the initial sale. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this Agreement. This Agreement may only be amended by a written document duly executed by the parties.

21. Severability

The Purchaser and FairAppStore team agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

22. No Waiver

The failure of FairAppStore team to require or enforce strict performance by the Purchaser of any provision of these Terms or FairAppStore team's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of FairAppStore team's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by FairAppStore team of any provision, condition, or requirement of these Terms shall not constitute a waiver

of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by FairAppStore team shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Purchaser and a duly appointed officer, employee, or agent of FairAppStore team.

23. Updates to the Terms and Conditions of the XFT Initial Sale

FairAppStore team reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the FairAppToken website (<http://fairapptoken.org>). Any Purchaser will be deemed to have accepted such changes by purchasing XFT. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and FairAppStore team. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase XFT.

24. Cooperation with Legal Authorities

FairAppStore team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. FairAppStore team will endeavour to publish any legal enquiries upon receipt.

25. Purchase Limitations

Citizens and residents of the United States of America are not eligible to participate in the Crowdsale. The Purchaser is only allowed to purchase XFT if and by buying XFT he/she covenants, represents, and warrants that he/she is neither a citizen of the United States of America or a permanent resident of the United States of America, nor does he/she has a primary residence or domicile in the United States of America, including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States of America. In order to buy XFT and by buying XFT, the Purchaser covenants, represents, and warrants that none of the owners of the company, of which you are an authorized officer, are not a citizen of the United States of America or a permanent resident of the United States of America, nor does he/she have a primary residence or domicile in the United States of America, including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the United States of America. The seller shall reserve the right to refuse selling XFT to anyone who does not meet criteria necessary for their buying, as set out hereunder and by the applicable law. In particular, the seller may refuse selling XFT to citizens of the United States of America, permanent residents of the United States of America and those users who do not meet any other criteria specified herein. It is also forbidden to purchase XFT using funds came from illegal or unethical sources. And by buying XFT hereunder, the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving XFT are being used to facilitate any criminal or illegal activity.

26. Further Information

For further information regarding the XFT sale, please contact support@fairapptoken.org.