

TOKEN SWAP TERMS AND CONDITIONS

Your exchange of Stellar-based tokens of Buying.com ("BUY") tokens (referred to in these Terms as "STELLAR BUY Tokens") for ERC tokens of Buying.com (referred to in these Terms as "ERC BUY Tokens") during the Swap Period (as defined in these Terms) is subject to these Terms. Each of you and Buying.com ("Company," "we," "us"), is a "Party" and together the "Parties." As used in these Terms, the term "Token" can mean either a STELLAR BUY Token or an ERC BUY Token, and the term "Tokens" can mean either, or both.

These Terms take effect and become binding on you as a holder of STELLAR BUY Tokens. By exchanging STELLAR BUY Tokens for ERC BUY Tokens during the period in which STELLAR BUY Tokens will be swapped into equivalent value amounts of ERC BUY Tokens, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at the Buying.com platforms website.

PLEASE READ THESE TOKEN SWAP TERMS AND CONDITIONS (AS AMENDED AS PROVIDED HEREIN, THE "TERMS") CAREFULLY:

1. Purpose and Use of ERC BUY Tokens

- a. The purpose of the ERC BUY Tokens is to facilitate use of the related services of the Company on the platforms of Buying.com (collectively, the "Services"). Tokens are only for use in connection with the Buying.com platforms.
- b. The Buying.com platforms are e-commerce platforms created by the Company and now, or soon to be, fully decentralized and operated and maintained by third parties. The Company makes no (and disclaims all) warranties or representations and offers no assurances (in each case whether express or implied) that ERC BUY Tokens will confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Buying.com platforms in the future.
- c. The ERC BUY Tokens do not confer any rights, whether express or implied, other than limited rights relating to the provision and receipt of Services on the Buying.com platforms, subject to limitations and conditions. The ERC BUY Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument and these Terms do not constitute an invitation to subscribe to any securities.

2. Scope of Terms.

- a. Unless otherwise stated in these Terms, these Terms govern only your exchange of STELLAR BUY Tokens for ERC BUY Tokens during the Swap Period (the "Token Swap").
- b. Any use of ERC BUY Tokens in connection with providing or receiving Services on the Buying.com platforms will be governed solely by other applicable terms and policies, which currently include the Buying.com platforms Terms and Policies. New terms or policies may be added to the Buying.com platforms Terms and Policies from time to time according to

modification procedures set forth therein. You have read and understand these Terms and (ii) the risk disclosures of any private offering memoranda.

c. YOU AGREE AND CERTIFY THAT YOU ARE EXCHANGING STELLAR BUY TOKENS FOR ERC BUY TOKENS DURING THE TOKEN SWAP FOR YOUR OWN PERSONAL USE AND UTILITY AND TO PARTICIPATE ON THE BUYING.COM PLATFORMS AND NOT FOR INVESTMENT, FOR DISTRIBUTION OR FOR FINANCIAL PURPOSES. YOU AGREE AND CERTIFY THAT TOKENS ARE NOT A SECURITY OR A CRYPTOCURRENCY AND YOU ACKNOWLEDGE THAT TOKENS MAY LOSE ALL VALUE. By agreeing to these Terms, you affirm that you understand and agree with all concepts described in the specified documents to your satisfaction, and you affirm that you also shall the Buying.com platforms Terms and Policies.

d. To the extent of any conflict with these Terms, the Buying.com platforms placement memoranda shall control with respect to any issues relating to the use of ERC BUY Tokens in connection with providing or receiving Services on the Buying.com platforms.

3. Principles.

a. You understand and accept that while the individuals and entities, including the Company, assigned to this task, will make reasonable efforts to continue to develop and complete the Buying.com platforms, it is possible that such development may fail and your Tokens may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.

b. You are aware of the risk that even if all or parts of the Buying.com platforms are successfully developed and released in full or in parts, due to a lack of public interest, the Buying.com platforms could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that your exchange of STELLAR BUY Tokens for ERC BUY Tokens carries significant financial, regulatory and/or reputational risks (including the complete loss of value of ERC BUY Tokens and attributed features of the Buying.com platforms).

c. Consistent with the offering memoranda for the originally created 50,000,000 STELLAR BUY Tokens, they will be exchanged for and converted into _____ ERC BUY Tokens *in pari passu*.

d. By exchanging STELLAR BUY Tokens for ERC BUY Tokens you expressly agree to all of these Terms. You further confirm to have carefully reviewed these Terms and the Buying.com platforms Terms and Policies and to fully understand the risks of exchanging STELLAR BUY Tokens for ERC BUY Tokens. You fully understand that once the Swap Period is concluded, STELLAR BUY Tokens will have no function on any platforms of Buying.com

e. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the exchange of STELLAR BUY Tokens for ERC BUY Tokens.

f. By exchanging STELLAR BUY Tokens for ERC BUY Tokens, no form of partnership, joint venture, agency or any similar relationship between you and the Company and/or other individuals or entities involved with the deployment or operation of the Buying.com platforms is created.

4. Cancellation; Rescission. Your exchange of STELLAR BUY Tokens for ERC BUY Tokens during the Swap Period is final, and there are no refunds, cancellations or rescissions except as may be required by applicable law or regulation. We will not provide telephone or live support. By participating in the Token Swap, you acknowledge and agree unconditionally and irrevocably to waive any right of set-off, netting, counterclaim, abatement or other similar remedy which you might otherwise have in respect of any Tokens or under these Terms under the laws of any jurisdiction.

5. Token Swap Procedures and Specifications.

a. Accepted Tokens. Only STELLAR BUY Tokens are accepted in exchange for ERC BUY Tokens. The Buying.com platforms do not accept any other type of token or currency.

b. Swap Period. STELLAR BUY Tokens can be submitted in exchange for ERC BUY Tokens, beginning at 9:00AM US Eastern Time (such period thereafter being the “Swap Period”).

c. ERC BUY Tokens. A maximum amount of 1,000,000,000 (1,000,000,000) ERC BUY Tokens initially will be created by Buying.com, all of equal value and functionality. STELLAR BUY Tokens exchanged for ERC BUY Tokens will be permanently decommissioned.

d. Ensure to Use the Buying.com platforms Smart Contract. The Company has deployed a smart contract system on the Buying.com platforms as the only method for exchanging STELLAR BUY Tokens for ERC BUY Tokens during the Swap Period. To the extent that any third-party website, service or smart contract offers ERC BUY Tokens during the Swap Period or facilitates the sale, exchange or transfer of ERC BUY Tokens in any way during the Swap Period or at any time up to the release of the ERC BUY Tokens, such third-party websites or services have no relationship in any way with the Company and such ERC BUY Tokens shall be invalid.

e. Transferability of ERC BUY Tokens.

i. Notwithstanding any other provision of these Terms, the Company reserves the right to treat as void any transfer or attempted transfer of a Buying.com Token that the Company reasonably believes to be unlawful for any reason.

ii. Transferees of ERC BUY Tokens in permitted transfers shall be deemed to be bound by these Terms and those of governing offering memoranda. The owner of the wallet in which any Token is held will (except as otherwise required under applicable law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of that Token for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key), and neither the Company nor any other person will be liable for so treating that person as the absolute owner of such Token. By transferring any Token in a permitted transfer, you assign all your rights, title and interest under these Terms to the transferee. Transfers of any Buying.com

Token shall be effective only when the time and date of the relevant transfer are included in a block on the Buying.com platforms. If any rule of law requires written notice to effect the transfer of any Buying.com Token, such notice is deemed to have been given as an electronic record by inclusion of the relevant transaction on a block on the Buying.com platforms.

f. Excluded Contributions. The Token Swap involves only the exchange of STELLAR BUY Tokens for ERC BUY Tokens. Any other type of consideration, including any type of fiat or cryptocurrency will not be accepted.

g. Delivery. After completion of the Token Swap, the account you used to exchange Tokens will be credited with the appropriate number of Tokens from the total amount of Tokens you exchanged during the Token Swap (the "Swap Distribution"). All deliveries from the Swap Distribution will be made electronically. Deliveries will be made directly to the account, address or wallet associated with your Token Swap. Your cryptocurrency wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of the Buying.com platforms Token. In addition, your wallet address must not be associated with a third-party exchange or service that has custody over the private key. You must own the private key if your address is an exchange address. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements for the Token Swap at any time, acting in its sole discretion.

h. Third Party Service Provider or Agent. If you participate in the Token Swap through a third-party service provider or agent, that service provider or agent is your agent, not ours, for the purpose of the Token Swap. You, not we, are responsible for ensuring that we actually receive the appropriate amount of STELLAR BUY Tokens and that you receive the appropriate amount of ERC BUY Tokens. We are not responsible for any loss or delay of Tokens due to your use of a third-party service provider or agent

i. Exchange Submission Rejection. Without limiting the grounds upon which the Company may refuse to distribute ERC BUY Tokens, if distribution of ERC BUY Tokens to you, or the holding of ERC BUY Tokens by you, is or becomes impossible or a violation of any applicable legal or regulatory requirements, or the Company suspects this may be the case, then:

- i. the Company need not allow you to participate in the Token Swap or other distribute any ERC BUY Tokens to you nor, in either case, to any other person or entity acting on your behalf;
- ii. the Company may request, require or facilitate that steps be taken to ensure the full return of any ERC BUY Tokens that you hold;
- iii. the Company reserves the right to terminate its relationship with you and take any actions considered necessary or desirable for the Company to meet its legal and regulatory obligations; and
- iv. such actions will be irrespective of any original contribution that has been made by you to the Company and/or any other third party in respect of the STELLAR BUY Token, and the Company is not required to provide reasons.

6. Acknowledgement and Assumption of Risks. You acknowledge and agree that there are risks associated with exchanging Tokens, without limitation, those disclosed and explained below (the "Risk Disclosures"). You assume all of these risks.

a. Risk of Losing Access to Tokens Due to Wallet Incompatibility: Your cryptocurrency wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of the Buying.com platforms Token. Non-compatible wallet addresses will not be accepted. In addition, your wallet address must not be associated with a third-party exchange or service that has custody over the private key. You must own the private key if your address is an exchange address. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements for the Token Swap at any time, acting in its sole discretion.

b. Risks Associated with the Blockchain Protocols: STELLAR BUY Tokens are based on the Stellar protocol. ERC BUY Tokens are based on the Ethereum protocol. As such, any malfunction, breakdown, abandonment, unintended function, unexpected functioning of or attack on the Ethereum protocol or the Stellar protocol may have an adverse effect on the STELLAR BUY Tokens or ERC BUY Tokens, respectively, including causing them to malfunction or function in an unexpected or unintended manner.

c. Risks Associated with Your Credentials: Any third party that gains access to or learns of your wallet login credentials or private keys may be able to dispose of your Tokens. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct wallet address to which to send your Tokens. If you give us the incorrect address to which to send your Tokens, we are not responsible for any loss of Tokens that may occur.

d. Other risks. Other risks are more fully described in the relevant offering memoranda for the Buying.com platforms Tokens.

7. Security

a. Your Security. You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold ERC BUY Tokens you receive in the Token Swap or thereafter, 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 ERC BUY Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant Buying.com address or your ERC BUY Tokens, and (iii) your username, password and any other login or identifying credentials. If you are no longer in possession of any device connected with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion and only if we are able, grant access to your account to any person providing additional credentials to us. We reserve the right to determine the additional credentials required, which may include a sworn, notarized statement of identity.

b. Additional Information. You will provide to us, or to our nominee, immediately upon our request, information that we, in our sole discretion, deem to be required to maintain compliance

with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies. Such information may include a passport, driver's license, utility bill, photograph of you, government identification cards or sworn statements, and we, or our nominee, may keep a copy of such information for our records. Such information will be used by us, or our nominee, to confirm compliance with such federal, state, local, domestic or foreign laws, regulations and policies before your Swap Distribution.

c. Your Information. We may use aggregate statistical information about your activity, including your activity and logins to various websites, for marketing or any other purpose in our sole discretion.

8. Personal Information. We may determine, in our sole discretion, that it is necessary to obtain certain information about you (e.g., identity, address, source of wealth) in order to comply with applicable law or regulation in connection with your exchange of STELLAR BUY Tokens for ERC BUY Tokens. You shall provide us such information promptly upon request, and you acknowledge that we may refuse to allow you to exchange your STELLAR BUY Tokens for ERC BUY Tokens until you provide such requested information and we have determined that it is permissible to allow you to exchange your STELLAR BUY Tokens for ERC BUY Tokens under applicable law.

9. Taxes. You are responsible for determining what, if any, taxes apply to your exchange of STELLAR BUY Tokens for ERC BUY Tokens, 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 other tax arising from your exchange of STELLAR BUY Tokens for ERC BUY Tokens. You agree not to hold the Company or any of the Company Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens or any other action or transaction related to the Buying.com platforms or the Token Swap.

10. Representations and Warranties. By submitting your STELLAR BUY Tokens for exchange into ERC BUY Tokens, you represent, warrant and covenant that:

a. It is your responsibility to participate on the Buying.com platforms in some manner, meaning that the ecosystem surrounding the Buying.com platforms are NOT solely dependent upon the efforts of the Company, but by the Token holders engaging with the Buying.com platforms and Services.

b. You are not a citizen or resident of a country whose legislation conflicts with the exchange of STELLAR BUY Tokens for ERC BUY Tokens and/or the Buying.com platforms in general, such as the People's Republic of China.

c. You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of exchanging your STELLAR BUY Tokens for ERC BUY Tokens.

d. You have read and understand these Terms and are entering into these Terms with us voluntarily and based on your own independent judgment and on advice from independent advisors as you have considered to be necessary or appropriate, after due inquiry.

e. You have obtained sufficient information about the ERC BUY Tokens to make an informed decision to exchange your STELLAR BUY Tokens for ERC BUY Tokens.

f. The ERC BUY Tokens confer only the right to provide and receive Services on the Buying.com platforms and confer no other rights of any form or nature with respect to the Buying.com platforms or the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You acknowledge and accept that ERC BUY Tokens do not represent or constitute:

i. any ownership right or stake, share, equity, security, collective investment scheme, managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, commodity, bond, warrant, certificate debt or hybrid instrument or any other financial instrument or investment entitling the holder to interest, dividends or any kind or return or carrying equivalent rights (including in respect of the Company or the Buying.com platforms);

ii. any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to the Company and/or the Buying.com platforms;

iii. any form of currency, money, deposit or legal tender, whether fiat or otherwise, in any jurisdiction, nor do they constitute any substitute or representation of currency, money, deposit or legal tender (including electronic money); or

iv. any right, title, interest or benefit whatsoever in whole or in part, on the Buying.com platforms, the Company or any assets related to either of them, except that ERC BUY Tokens may be used in connection with transactions on the Buying.com platforms, subject to these Terms and the Buying.com platforms Terms and Policies.

g. You are not exchanging your STELLAR BUY Tokens for ERC BUY Tokens for any use or purpose other than to provide or receive Services on the Buying.com platforms, including, but not limited to, for any investment, speculative or other financial purposes.

h. Your exchange of your STELLAR BUY Tokens for ERC BUY Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the exchange of your STELLAR BUY Tokens for ERC BUY Tokens and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to the Token Swap, and (iii) any governmental or other consents that may need to be obtained.

i. You shall promptly provide to the Company, upon request, proof of identity and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable

laws and regulations, including but not limited to anti money laundering legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance, or any "Know Your Customer" requirements and policies.

j. You are legally permitted to receive the ERC BUY Tokens.

k. You will comply with any applicable tax obligations, if any, in your jurisdiction arising from exchanging your STELLAR BUY Tokens for ERC BUY Tokens.

l. If you are exchanging STELLAR BUY Tokens for ERC BUY Tokens on behalf of any entity, (i) you are authorized to accept these Terms on such entity's behalf and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly); (ii) the acceptance of these Terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (A) any provision of such entity's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (B) any provision of any judgment, decree or order imposed on such entity by any court or governmental or regulatory authority; and/or (C) any material agreement, obligation, duty or commitment to which such entity is a party or by which such entity is bound; and (iii) such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established.

m. If you are a corporation, company, partnership or other "non-natural person" entity, (i) the acceptance of these Terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (A) any provision of your constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (B) any provision of any judgment, decree or order imposed on you by any court or governmental or regulatory authority; and/or (C) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound; and (ii) you are duly incorporated or organized, registered and validly existing under the applicable laws of the jurisdiction in which you are established.

n. You are not exchanging your STELLAR BUY Tokens for ERC BUY Tokens from countries or regions comprehensively sanctioned by the U.S. Office of Foreign Assets Control ("OFAC") (including countries such as Ukraine, Cuba, Iran, North Korea, Sudan and Syria), or on behalf of governments of these countries or regions, nor will you use the ERC BUY Tokens to conduct or facilitate any transactions with persons or entities located in these countries or regions.

o. You are not (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable comprehensive country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons, Unverified, or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons or Foreign Sanctions Evaders Lists, or the U.S. Department of State's Debarred Parties List. You will not use the ERC BUY Tokens to conduct or facilitate any

transactions with such persons described above. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf and bind it to these Terms.

p. Title to and risk of loss of the ERC BUY Tokens you receive in the Token Swap passes from the Company to you in Wyoming.

q. Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

r. These Terms shall not be construed as an invitation to subscribe for any securities, and you understand and acknowledge that no actions of, or documentation issued by the Company, shall be construed as such.

s. The Company is not registered with or licensed by any financial regulatory or securities authority in the State of Wyoming or elsewhere. Accordingly, no Wyoming or other financial regulatory or securities authority has passed upon the contents of these Terms or the merits of exchanging your STELLAR BUY Tokens for ERC BUY Tokens, nor have these Terms been filed with, or reviewed by any Wyoming or other financial regulatory or securities authority.

t. You are of a sufficient age to legally obtain and use ERC BUY Tokens.

u. With regard to the Tokens, we make no guarantees that you will be able to resell the Tokens, or as to their future value, and that no market liquidity may be guaranteed and that the value of the Tokens over time may experience extreme volatility or depreciate in full.

v. You, as a prospective active member of the Buying.com platforms, must maintain accurate records as to your ownership amounts of ERC BUY Tokens, correct address and physical location, location of wallets, participation efforts, and provide all requested information necessary for the Company to maintain accurate records as to the ecosystem created for the Company and to notify all associated parties within the Buying.com platforms community.

w. You bear the sole responsibility to determine if the creation, ownership or use of the Tokens, the potential appreciation or depreciation in the value of the Tokens over time, the exchange of STELLAR BUY Tokens for ERC BUY Tokens and/or any other action or transaction related to the Buying.com platforms may have tax implications. By obtaining, holding or using the Tokens, and to the extent permitted by law, you agree not to hold any third party (including developers, auditors (e.g., contractors or founders)) liable for any tax liability associated with or arising from the creation, ownership or use of the Tokens or any other action or transaction related to the Buying.com platforms.

x. By exchanging your STELLAR BUY Tokens for ERC BUY Tokens, you are obtaining the functionality of the ERC BUY Tokens on the Buying.com platforms, being aware of the

commercial risks associated with the Buying.com platforms. You acknowledge and agree that (i) you have no expectation of obtaining any governance rights over the Buying.com platforms or of influencing the development or operation of the Buying.com platforms except as otherwise agreed in writing by the Company or as set forth on the Buying.com platforms Terms and Policies, and (ii) there is no guarantee or assurance of the quality, nature or standard of the services of the Buying.com platforms, features and/or attributes (if any) that will be made available through the Buying.com platforms in the future.

y. You waive the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of the Tokens or the Token Swap as provided in the original subscription agreement for Buying.com Tokens.

z. The creation of the Tokens and the Token Swap do not involve the purchase of shares, securities or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction; and

aa. You have no right against any other party to request any refund of STELLAR BUY Tokens exchanged for ERC BUY Tokens, under any circumstances.

bb. You will not use Tokens to finance, engage in or otherwise support any unlawful activities.

11. Your Responsibilities.

a. You are responsible for properly configuring any software in connection with your access to, or use of, ERC BUY Tokens.

12. Proprietary Rights.

a. Hardware and Software. Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the value of the ERC BUY Tokens you receive in your Swap Distribution) used by us or our affiliates.

b. Intellectual Property. We retain all right, title and interest in all of our intellectual property, including without limitation (i) all patents, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration, inventions, discoveries, processes, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and all trademarks, copyrights or patents based thereon; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future; and (iii) all applications, extensions and renewals in relation to any such rights (collectively, the "Company IP Rights"). You may not use any of the Company IP Rights for any reason, except with our express, prior, written consent which may be granted by us in our sole discretion and, if granted, thereafter revoked by us at any time. Except as expressly set out in these Terms, you are not entitled, for any purpose, to any of the Company's IP Rights. We at all times retain ownership, including all rights, title and interests in and to the Company's IP Rights and you understand and accept that by accepting the Token

Swap pursuant to these Terms you will not (A) acquire or otherwise be entitled to any Company's IP Rights; (B) make a claim in respect of any Company's IP Rights or any other equivalent rights; or (C) use, attempt to use, copy, imitate or modify (whether in whole or in part) any Company's IP Rights, except with our prior written consent.

13. Indemnification.

- a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and its parent companies, subsidiaries and affiliates, and its and their respective past, present and future employees, officers, directors, managers, contractors, consultants, equity holders, suppliers, vendors, service providers, agents, representatives, predecessors, successors and assigns (the "Company Parties"), on demand from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees, court costs, investigative costs, amounts paid in settlement and other costs and expenses) that arise from or relate to: (i) your exchange of STELLAR BUY Tokens for ERC BUY Tokens, (ii) the performance or non-performance of your responsibilities and obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.
- b. The rights of the Company Parties under Section 13(a) are in addition to, and not in lieu of, (i) any other indemnities set forth in any other written agreement between you and Company, and (ii) any other remedies that may be available to the Company under applicable law or in equity.
- c. The Company reserves the right to exercise sole control over the defense, at your cost and expense, of any claim subject to indemnification under this Section 13.

14. Disclaimers.

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (i) THE ERC BUY TOKENS ARE ISSUED IN THE TOKEN SWAP ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (ii) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE ERC BUY TOKENS WILL BE CORRECTED; AND (iii) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR ERC BUY TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- b. WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE ERC BUY TOKENS IN YOUR SWAP DISTRIBUTION.
- c. YOU UNDERSTAND THAT THE TOKENS, BLOCKCHAIN TECHNOLOGY, THE BUYING.COM PLATFORMS AND OTHER CRYPTOCURRENCY ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND, THEREFORE,

ADVERSE CHANGES IN MARKET FORCES, LAW OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS.

d. TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE TOKEN SWAP, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH BUYING.COM VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT, BUYING.COM HACKING AND TELECOMMUNICATIONS OR INTERNET FAILURE OR DISRUPTION. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, TOKENS OR OTHER CRYPTOCURRENCY, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT OR HACK.

e. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 14 may not apply to you.

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,

a. IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS; UNREALIZED GAIN OR SAVINGS; LOSS OF USE OR DATA; OR DAMAGES FOR BUSINESS INTERRUPTION, OR LOSS OF TOKENS) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE TOKENS, THE TOKEN SWAP OR THE USE OF, OR INABILITY TO USE, THE TOKENS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR INFRINGEMENT OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND

b. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR INFRINGEMENT OR OTHER THEORY, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE TOKENS, THE TOKEN SWAP OR THE USE OF, OR INABILITY TO USE, THE TOKENS, EXCEED US \$1000.

c. This Agreement shall survive the Token Swap, the Token Swap Period.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE TOKEN SWAP OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER THE END OF THE SWAP PERIOD OR IT WILL BE FOREVER BARRED.

16. Release.

a. To the fullest extent permitted by applicable law, You release Buying.com (“Company,” “we,” “us”) and the Company’s respective past, present and future predecessors in interest, successors in interest, successors, predecessors, parent companies, subsidiaries, affiliates, employees, agents, representatives, insurers, heirs, devisees, executors, administrators, fiduciaries, trustees, conservators, officers, directors, members, managers, shareholders, attorneys, advisors, and assigns (collectively, the “Company Released Parties”) from any and all past, present or future claims, actions, causes of action, class actions, costs, demands, obligations, expenses, injuries, judgments, losses, suits, damages, fees, interest, expenses, compensation, class actions or causes of action for declaratory or injunctive relief, restitution, compensatory, general, special, statutory, or punitive damages, of any kind or nature whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, anticipated or unanticipated, suspected or unsuspected, past, present, or future, direct or indirect, contingent or absolute, whether individual, collective, or representative, and whether based on tort, contract, or other theories of recovery, including without limitation reasonable attorneys’ fees and other costs of defense (each a “Claim” and collectively “Claims”) arising out of, or in any way related to (1) Your purchase of STELLAR BUY Tokens from the Company and (2) Your exchange (swap) of any STELLAR BUY Token for any ERC BUY Token.

b. You expressly waive any and all rights which you may have under California Civil Code Section 1542, as well as any other comparable, equivalent, or similar statutes, and principles in common law that would otherwise limit the coverage of this Release to include only those claims which You may know or suspect to exist in Your favor at the time of agreeing to this Release. California Civil Code Section 1542 reads as follows:

c. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

17. Dispute Resolution; Arbitration.

a. Binding Arbitration. The arbitration provisions of the governing subscription agreement for the tokens of Buying.com shall remain in effect and govern all matters related to this Agreement without any exception whatsoever.

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

19. Severability. If a court of competent jurisdiction holds any provision of these Terms to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and

effect. The Parties intend that any invalid or unenforceable provisions will be interpreted to affect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms, but the rest of these Terms will remain in full force and effect.

20. Modifications to the Terms. We may modify these Terms and/or the Buying.com platforms Terms and Policies at any time.

21. Miscellaneous.

a. Force Majeure. None of the Company Parties will be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any force, event or condition outside of its control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in blockchain technology and changes on the Buying.com platforms protocols.

b. No Third-Party Beneficiaries. These Terms do not create any third-party beneficiary rights in any person except for any of our affiliates or licensors or other Company Parties as provided in these Terms.

c. Import and Export Compliance. In connection with these Terms, you will comply with all applicable import, re-import, export and re-export control and laws, regulations, guidance and programs, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country or individual-specific economic sanctions programs implemented by OFAC. You are solely responsible for legal compliance related to your acquisition, use, exchange and transfer of Tokens.

d. Notices. All communications and notices to be made or given pursuant to these Terms must be in the English language.

i. To you: We may provide any notice to you under these Terms by: (A) posting a notice on the Buying.com website; or (B) sending an email to the email address then associated with your account. Notices we provide by posting on the Buying.com site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current and active. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

ii. To us: To give us notice under these Terms, you must contact the Company by U.S. Registered Mail, Return Receipt or a similar governmental post media of your jurisdiction that will memorialize time and date of mailing and delivery.

e. Assignment. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of

this Section will be void. We may assign these Terms or any of its provisions without your consent. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

i. No Waivers. The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

j. Entire Agreement. These Terms (including the web links, other agreements and instruments referred to in these Terms) constitute the entire agreement among the parties and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof.