

# Terms of Sale – MYA Token

## 1. Introduction and Acceptance of Terms

Welcome to the token sale and distribution terms for the **MYA Token** (“**MYA**” or “**Token**”). These Terms of Sale (“**Terms**”) govern your acquisition of MYA Tokens from **MineYes** (the “**Company**”, “**we**”, or “**us**”) through any distribution channel, including public sales, private sales, staking rewards, or access via our services (collectively, the “**Token Distribution**”). MineYes is a company registered in the United Kingdom, and by participating in any Token Distribution, you agree to comply with these Terms. Please read them carefully. If you do not agree to these Terms, **do not purchase or accept MYA Tokens**. By purchasing, receiving, or using MYA Tokens, you acknowledge that you have read, understood, and agreed to all of these Terms.

## 2. Scope and Purpose of Token Distribution

These Terms apply to all forms of MYA Token distribution by the Company. We may offer MYA Tokens through various channels without geographic restriction (subject to compliance with applicable law). The distribution methods include, but are not limited to, the following:

- **Public Token Sale:** MYA Tokens may be sold to the general public via our platform or designated exchanges during a public sale period. Details such as the sale timeline, pricing, and amount of Tokens available will be provided on our official website or sale portal. All purchases during the public sale are subject to these Terms.
- **Private Sale (Institutional or Pre-Sale):** The Company may conduct private sales of MYA Tokens to certain qualified buyers (e.g. institutional investors, accredited investors, or strategic partners) before or outside of any public sale. Private sale participants may be required to sign additional agreements (e.g. a SAFT or investment contract), and may receive Tokens at a specific price or bonus. **If you participate in a private sale, these Terms apply to you except to the extent that a separate written agreement with the Company overrides certain provisions.** Private sale Tokens may also be subject to special conditions such as lock-up periods (see Section 7).
- **Staking Rewards Distribution:** MYA Tokens may be distributed as rewards through staking programs or similar incentives on the MineYes platform. For example, users might stake other assets or participate in network validation and receive MYA Tokens in return. Such distributions are **not purchases** but are still conditioned upon compliance with these Terms and any specific staking program terms. If you earn Tokens via staking, you may be required to undergo our verification process before receiving rewards. All Tokens earned through staking are subject to the same usage restrictions and

obligations under these Terms as Tokens acquired by purchase.

- **Service Access and Airdrops:** The Company might distribute MYA Tokens to users as part of promotions, loyalty programs, referrals, or use of MineYes services (“**Service-Based Distribution**”). For instance, active users of the MineYes platform or customers of certain services might receive MYA Tokens as a reward or airdrop. Such distributions are gratuitous, but by accepting the Tokens you agree that these Terms govern your ownership and use of those Tokens. The Company will provide any additional rules for service-based distributions as needed (for example, if certain tasks or conditions must be met to earn the Token).

**No Geographic Restrictions:** The MYA Token Distribution is intended to be globally accessible. We do not impose general geographic limitations on who may participate, **provided that** doing so is lawful in the participant’s jurisdiction. It is your responsibility to ensure that your participation in the Token Distribution (by purchase or receipt of Tokens) is not prohibited or restricted by your local laws or regulations. We reserve the right to refuse distribution of Tokens where required by law or in order to comply with sanctions or regulatory requirements (for example, to individuals or entities on sanctioned persons lists or residing in certain embargoed countries). Apart from such legal restrictions, the Token sale is open to participants worldwide.

### 3. Eligibility and KYC/AML Compliance

**3.1 Legal Eligibility:** By participating in the Token Distribution, you represent that you are at least the age of majority in your jurisdiction (18 years or older in most countries) and have the legal capacity to enter into a contract. You are acquiring MYA Tokens for your own account and not acting on behalf of any third party (unless you are an authorized representative of an institution participating in a private sale, in which case you represent that you have full authority to bind that institution to these Terms).

**3.2 Know-Your-Customer (“KYC”) and Anti-Money Laundering (“AML”):** We are committed to complying with KYC/AML regulations and preventing illicit activities. As a condition to participate in any MYA Token sale or receive Tokens, you **must complete our KYC/AML verification process**. This process will require you to provide certain personal information and documentation to verify your identity and source of funds. For individual purchasers, this may include (but is not limited to) your full name, address, date of birth, government-issued identification (e.g. passport or driver’s license), a selfie or photograph for identity verification, and proof of address (e.g. utility bill or bank statement). Institutional or corporate purchasers may be required to provide information about the entity (such as incorporation documents, ownership details, and authorized signatories), as well as information for directors or beneficial owners. We may engage qualified third-party service providers to conduct KYC/AML checks on our behalf; by participating, you consent to such checks and agree to provide any additional information requested for verification.

**3.3 Ongoing Compliance:** We reserve the right to refuse, suspend, or cancel any Token purchase or distribution **at any stage** if you do not pass KYC/AML checks, if your provided information is found to be false or misleading, or if we suspect that your participation may violate any law or regulation (such as anti-money laundering, anti-terrorism, or sanctions laws). All information you provide must be complete and accurate, and you agree to update us promptly if any of your information changes. The Company may, **at its sole discretion**, require you to undergo further checks (even after initial verification) or provide additional information to ensure compliance with applicable laws and policies. Failure to comply will result in you being deemed ineligible, and any right to receive Tokens may be forfeited or subject to refund (if legally permissible) minus any costs incurred.

**3.4 Eligible Jurisdictions and Restricted Persons:** While we do not broadly exclude any country or region from participation, you **must not** participate in the Token Distribution if you are a citizen or resident of a jurisdiction where cryptocurrency token sales are prohibited or require registration that the Company has not obtained. This includes, for example, jurisdictions that classify token sales as regulated securities offerings unless you are an approved investor under that jurisdiction's laws. Additionally, you confirm that you are not on any official sanctions or watchlist (including those maintained by the United Kingdom, United Nations, United States, or European Union) and that you are not participating on behalf of any person or entity that is prohibited from engaging in this Token Distribution. The Company may refuse to distribute Tokens to, or may limit participation from, any person at its discretion to comply with global legal requirements.

## 4. Token Purchase Process

**4.1 Purchase Procedure:** If you are purchasing MYA Tokens (either in a public sale or private sale), you must follow the procedures specified by the Company for that sale. These procedures will be communicated via our official website, platform interface, or direct communication (for private sale participants). Typically, you will be required to register an account or sign up for the Token sale, complete KYC/AML verification (as described in Section 3), and then follow instructions to submit your payment. Payment may be accepted in specific cryptocurrencies (such as Bitcoin, Ethereum, or others specified) or in fiat currency (e.g. via wire transfer) as determined by us for each sale. The exact **purchase price, exchange rate (if applicable), and Token allocation** formula will be provided in the sale details. You are responsible for ensuring that you send the correct amount of funds to the designated address or account provided by the Company and that you do so **within any indicated time frame**.

**4.2 Wallet Requirements:** MYA is a digital token, and you will need a compatible cryptocurrency wallet to receive and hold the Tokens. During the purchase process, we will request a **Token receipt address** – this is the address of the wallet that you control where the purchased Tokens will be delivered. It is your responsibility to provide a correct and **supported wallet address**. The wallet must be compatible with the network or blockchain on which MYA Token is issued (for example, if MYA is an ERC-20 token on Ethereum or a token on another chain, you must provide an address on that chain that you control). **Do NOT provide an**

**address from a cryptocurrency exchange or any platform that does not give you access to your private keys**, as you might not be able to access your Tokens in such cases. We will not be responsible for Tokens lost due to an incorrect address provided or failure to follow our wallet guidelines. If you are unsure about how to set up a proper wallet, please consult our official guide or contact support **before** the sale.

**4.3 Payment Confirmation:** Payments for MYA Tokens (in a sale context) are typically **final and non-refundable** (see Section 9 on Refunds). Once we receive your payment and it is confirmed (for example, after a certain number of blockchain confirmations or receipt of fiat in our bank account), we will record your purchase and allocate the corresponding number of MYA Tokens to you. Depending on the structure of the Token sale, you may receive the Tokens immediately after payment confirmation, or you may receive them at a later date (for instance, after the conclusion of the sale or at a Token Generation Event). We will communicate the delivery schedule in the sale details. If the sale has a minimum or maximum raise target, we will also communicate how funds are handled in the event those targets are not met (e.g. whether refunds are issued if a minimum raise is not reached). The Company reserves the right to reject or cancel any purchase request **prior to delivery of Tokens** (for example, if we suspect fraud or error in payment). In such cases, if payment was received, we will make reasonable efforts to return the payment to the original source (minus any transaction fees or costs incurred), but we do not guarantee recovery of funds especially if an incorrect payment method was used. You are responsible for any fees (network fees, bank fees, etc.) that arise from sending the payment.

**4.4 No Advice:** You acknowledge that all purchase procedures are provided for your convenience and information only, and the Company is not providing you any investment, financial, or tax advice in connection with your purchase of MYA Tokens. You are solely responsible for understanding the process and implications of the purchase. If you have any questions or doubts, you should consult with your own advisors **before** participating.

## 5. Delivery of Tokens and Lock-Up Periods

**5.1 Token Delivery:** The Company will deliver or distribute MYA Tokens to the wallet address you provided once the Token sale or distribution event is completed, according to the timeline we specify. In a public sale, token delivery might occur promptly after purchase or only after the sale period ends (for example, a bulk distribution when the Token Generation Event occurs). In a private sale, Tokens might be delivered on a schedule agreed upon in the private sale agreement (e.g. delivered at TGE or vested over time). For staking rewards or service-based distributions, Tokens may be distributed periodically (such as at the end of a reward cycle or campaign) or claimed by you through our platform. We will inform you of the method and timing of delivery for each type of distribution. **The risk of loss and title to Tokens passes to you upon delivery** of the Tokens to your provided wallet address (i.e., once the tokens are transferred to your address on the blockchain, you are solely responsible for them).

**5.2 Lock-Up and Vesting:** Certain MYA Tokens may be subject to lock-up periods or vesting schedules, depending on how they were acquired:

- *Private Sale Lock-Up:* If you acquired Tokens in a private sale or pre-sale, there may be a lock-up period during which you are **restricted from selling or transferring** some or all of those Tokens. Lock-up terms (duration and percentage of Tokens locked) will be disclosed to you before purchase and may be specified in a separate agreement or token allocation schedule. Typically, private sale tokens might be locked for a number of months after the Token Generation Event or released gradually (vested) over a schedule (e.g. a portion unlocked each month). By participating in a private sale, you agree to adhere to any such lock-up or vesting conditions. The Tokens delivered to you may be programmed (via smart contract) to enforce the lock-up or the restriction may be contractual (honor system enforced by legal agreement). You **must not attempt to circumvent** any lock-up by transferring or trading locked tokens before they are released.
- *Team/Advisor/Institutional Vesting:* If you receive Tokens as a team member, advisor, or an institutional partner, these Tokens might also be subject to long-term vesting and lock-up schedules (for example, to align incentives with the project's success). Such conditions will be set out in your agreement with the Company, and the same rule applies that transfers are restricted until the vesting milestones are met.
- *Staking/Reward Conditions:* Tokens earned via staking or as service rewards generally will not have additional lock-up (since they are earned over time), **unless** a specific program states otherwise. However, the Company reserves the right to impose holding periods for reward tokens (for example, you might need to keep a reward token for a minimum period before you can withdraw or transfer it) if it's necessary for regulatory or anti-fraud reasons. We will disclose any such conditions in the program's terms.

**5.3 Secondary Trading and Transfer Restrictions:** The Company will not restrict your ability to transfer or sell MYA Tokens **after any applicable lock-up periods expire**. There are no built-in transfer restrictions on the Token beyond those periods (unless required by law). However, you should be aware that MYA Tokens may not immediately be listed on an exchange or have an available market. The Company makes no guarantee that you will be able to sell or trade the Tokens at any time. Furthermore, you must not sell or transfer Tokens to any person who is ineligible to purchase them (for example, a sanctioned person or a person in a prohibited jurisdiction as per Section 3.4). It is your responsibility to comply with all applicable laws when transferring Tokens. The Company is **not obligated** to facilitate or broker any secondary trading. We also note that any transfer on a blockchain is irreversible: be sure you are sending to a correct address when you transfer Tokens to others.

## 6. Token Utility and Usage

**6.1 Purpose of MYA Token:** The MYA Token is designed as a **utility token** to be used within the MineYes platform and ecosystem. The primary intended functions of MYA include (but may not be limited to): enabling access to or payment for certain services on the MineYes platform,

providing users with discounts or premium features, participation in platform governance or decision-making (if introduced in the future), and rewarding users for contributions or staking in the MineYes network. Detailed information about MYA's utility can be found in our official documentation or whitepaper (if one is published). **MYA is not designed as a currency or any form of legal tender**, and outside the MineYes ecosystem its use may be limited.

**6.2 No Ownership or Equity Rights:** Ownership of MYA Tokens **does not grant you any equity, ownership, or control in the Company**, MineYes's business, or any affiliated entity. MYA Tokens do not represent shares, stocks, or securities of the Company. You are **not entitled to any dividends, profit share, or revenue payments** from MineYes by virtue of holding Tokens. The Token is a tool for utilizing and interacting with the MineYes platform's services and should **not** be viewed as an investment that will necessarily increase in value. The Company does not promise any value or return on the Token – the value (if any) of the Token is purely dependent on its utility and demand in the market.

**6.3 Usage on the Platform:** To use MYA Tokens on the MineYes platform, you may be required to integrate your wallet with our services or use an in-platform wallet if provided. MYA may be used, for example, to pay fees for MineYes services, to unlock certain features or subscription levels, or to stake within the platform for accessing higher tiers of service or rewards. The specific uses of the Token will evolve as our platform grows, and we will publish guidelines for how Tokens can be used in various contexts. **Using a Token** (for example, spending it on a service) will typically consume it (transfer it out of your ownership to the Company or another user). Ensure you understand each service's terms when utilizing Tokens, as some uses might be irreversible (e.g., if you spend tokens for a service, you might not get them back unless the counterparty returns them).

**6.4 No Guarantee of Functionality:** While the Company will strive to deliver a functional and valuable platform where MYA Tokens have utility, we cannot guarantee that the platform will be error-free or continuously available. Temporary interruptions or changes in platform features may impact the ways you can use the Token. Additionally, external factors (such as changes in law or technology) could potentially affect the Token's utility. You agree that you are acquiring the Token for its intended utility in the MineYes ecosystem and **not for speculative investment**. You understand that the Token's utility depends on the development and maintenance of the platform, which is subject to change and ongoing progress.

**6.5 Prohibited Token Uses:** You must not use MYA Tokens for any unlawful purposes. This includes using Tokens to facilitate any type of illegal activity (money laundering, terrorism financing, fraud, etc.) or to bypass sanctions. If the Company suspects that Tokens are being used in connection with illegal activities or in violation of these Terms, we may freeze or refuse any further platform transactions with those Tokens and cooperate with law enforcement as required. The Token also should not be used to impersonate MineYes or misrepresent any affiliation; for example, you may not use MYA Tokens in any scam or unauthorized promotions. The Company is not responsible for any third-party uses of the Token outside our platform, so exercise caution if engaging with unofficial platforms or services involving MYA.

## 7. Risks Disclosure and Acknowledgment

**7.1 General Risks:** By purchasing or accepting MYA Tokens, you **acknowledge and accept** that there are numerous inherent risks associated with cryptocurrencies and blockchain-based tokens. These risks include, but are not limited to, the following:

- **Market Volatility:** The value of MYA Tokens (if tradeable on exchanges or peer-to-peer) can be extremely volatile. The price may fluctuate widely over short periods due to factors like market demand, project news, regulatory events, or general economic conditions. **There is no guarantee that MYA Tokens will hold any particular value** or that they won't drop to zero.
- **Project Risk:** MineYes and the MYA Token's future utility depend on the ongoing development and success of the platform. There is a risk that the project may not meet its goals, may encounter delays, or in the worst case, could fail or be discontinued. You could lose the utility of your Tokens if the platform does not flourish or if the Company dissolves or becomes insolvent.
- **Technology and Security Risks:** Blockchain technology is still in a developing stage. There may be vulnerabilities, bugs, or hacks that could affect MYA Tokens. For example, the smart contract governing MYA could have unknown bugs; the underlying blockchain could suffer an attack (such as a 51% attack or other consensus failure) that impacts token transfers; or your own wallet security could be compromised, leading to a loss of Tokens. **You are responsible for secure storage of your Tokens** (see Section 8 Security), and the Company cannot recover Tokens if you lose access or they are stolen due to your negligence.
- **Regulatory Risk:** Cryptocurrency tokens and related activities are subject to evolving laws and regulations in many jurisdictions. It is possible that in the future, regulatory authorities (in the UK or elsewhere) could determine that MYA Tokens constitute securities or another type of regulated instrument, or could outlaw certain token uses altogether. The regulatory treatment might require the Company to **change the Token's features, halt distribution, or even recall or cease operations** in certain areas. New regulations or enforcement actions could significantly impact the Token's utility and value. The Company will strive to comply with all legal requirements, but we cannot guarantee how laws around tokens will develop.
- **Liquidity and Listing Risk:** MYA Tokens may not be listed on any exchange or may only be tradeable on limited markets. There is no assurance of a secondary market or liquidity for the Token. Even if initially listed, exchanges might later delist the Token due to various reasons (low volume, regulatory concerns, etc.). You should be prepared to hold the Tokens indefinitely if needed, and **you should not expect to be able to readily convert Tokens to cash or other assets.**

- **Token Utility Risk:** The ability to use MYA Tokens in the MineYes platform depends on the platform's functionality. If the platform features are delayed or limited, the Token's utility could be less than expected. Additionally, if too few users adopt the platform or Token, the demand for using the Token could be low.
- **Force Majeure:** Unforeseeable events such as extreme market conditions, major cybersecurity incidents, natural disasters, war, pandemics, or other force majeure events could impact the Token sale or the MineYes platform operations. These events might delay or disrupt our business and the usage of Tokens in unpredictable ways.

**7.2 Acknowledgement of Risks:** You represent and warrant that you have a sufficient understanding of the risks, functionality, usage, storage, and intricacies of cryptographic tokens like MYA, blockchain technology, and smart contracts to make an informed decision to acquire MYA Tokens. **By participating in the Token Distribution, you expressly acknowledge that you accept and assume all risks associated with MYA Tokens.** This includes the risks listed above and any other risks present at the time of purchase or that may develop in the future. If any of these risks materialize, you understand that you may lose all or a portion of the value of any Tokens you hold and that the Company is not liable for those losses (subject to the limited liability provisions in Section 12).

**7.3 No Guarantee of Profit or Avoidance of Loss:** You understand that buying MYA Tokens is **not an investment** into a share or debt instrument and that the Company does not guarantee any profit, return, or avoidance of loss. There is no collective investment or common enterprise in which profits are shared among token holders; any benefit you gain from holding or using Tokens will come from your own efforts and the utility you derive from the MineYes platform, not from the efforts of the Company on your behalf (beyond developing the platform). You should only purchase Tokens if you are willing to accept the possibility of losing your entire purchase amount or the Tokens' value.

## 8. Security of Token Holdings

**8.1 Personal Security Measures:** Once MYA Tokens are delivered to you, **you are solely responsible for securing them.** This includes protecting the private keys, passwords, or seed phrases associated with your cryptocurrency wallet. **If you lose your private keys or access credentials, you will lose access to your Tokens permanently.** The Company has no ability to recover lost keys or reset blockchain accounts. We strongly recommend that you implement robust security practices: use hardware wallets or secure wallet apps, enable two-factor authentication where possible, keep backup copies of your seed phrase in a secure location, and never share your private keys or seed with anyone. Be cautious of phishing attempts or malicious software that could compromise your wallet.

**8.2 Company's Security Obligations:** The Company will employ commercially reasonable measures to ensure that the smart contract and distribution mechanisms for MYA Tokens are



secure and free of known vulnerabilities. This may include security audits of the Token's smart contracts and careful management of any private keys under our control (for example, the keys that distribute Tokens during the sale). However, we **cannot guarantee** that the Token smart contract or the underlying blockchain is completely secure or error-free. By participating, you acknowledge that there can be security incidents (like hacks or bugs) that are beyond the Company's direct control. In the event of a security incident that affects the Token Distribution (such as a smart contract exploit during the sale or an exchange hack affecting funds intended for the sale), we will inform participants as soon as possible and take appropriate remedial actions. Depending on the situation, remedial actions might include pausing the sale, patching software, or in extreme cases, altering the Token distribution approach (e.g., issuing a new token contract). Such measures, if needed, will be taken to protect participant interests and comply with law, but we cannot be liable for all consequences of a security breach (see Section 12 Limitation of Liability).

**8.3 Personal Data and Privacy:** During the Token Distribution process, we will collect certain personal information as part of KYC/AML (Section 3). We handle this data according to our **Privacy Policy** (available on our website). In general, personal data will be used solely for compliance purposes or as otherwise agreed, and protected in accordance with applicable data protection laws (such as GDPR for EU participants). We will not sell or unlawfully disclose your private information to third parties; however, we may share it with service providers who assist with compliance or with authorities if required by law. By participating, you consent to the collection and use of your data as described in our Privacy Policy and these Terms. Please review our Privacy Policy for details on how to exercise any rights you may have regarding your data.

## 9. Refunds and Cancellations Policy

**9.1 All Sales Final: Purchases of MYA Tokens are final and non-refundable.** By purchasing Tokens, you confirm that you understand you will not be entitled to any refund or reversal of the transaction once it is completed. We will not offer refunds for any reason, including (but not limited to) loss in Token value, your failure to secure Tokens (e.g., losing your private keys), or your disagreement with these Terms at a later date. The only exceptions to this no-refund policy are those required by applicable law (for instance, certain jurisdictions might mandate a refund under specific circumstances) or as provided below in case the Company, at its discretion, chooses to cancel the sale.

**9.2 Company's Right to Cancel or Refuse:** The Company reserves the right to **cancel the Token sale or refuse individual Token purchase requests** at any time before Tokens are delivered, at our sole discretion. Possible reasons for cancellation or refusal include (but are not limited to): failure to complete KYC/AML by a participant, discovery that a participant is a Restricted Person (see Section 3.4), issues with the funding received (such as suspected fraud or a cryptocurrency transaction with insufficient confirmation), oversubscription or technical errors in the sale process, or changes in business or regulatory circumstances that make continuing the sale inadvisable. In the event that we cancel the entire Token sale (for example,

not moving forward with the Token distribution at all), we will arrange to return payments received from participants for that sale. If we refuse or cancel your individual purchase (and not the whole sale), we will likewise attempt to return any payment we received from you. **Any returned funds will be net of applicable transaction fees** (for instance, if you paid in cryptocurrency, network transaction fees for returning the crypto will be deducted). We will not add interest or any other compensation on refunded amounts. Participants who are refused or whose purchases are canceled have no claim against the Company for damages or loss beyond the return of the purchase amount, and the Company shall not be liable for any price changes of the paid currency in the interim.

**9.3 Void where Prohibited:** If it is determined that you were not eligible to participate (for reasons including misrepresentation or legal prohibition), the Company may deem your Token purchase **void ab initio** (as if it never occurred). In such cases, we may not deliver Tokens to you, or if Tokens have been delivered, you may be required to return them (or transfer them to a wallet under our control) in exchange for a refund of the original purchase price (minus costs). You agree to cooperate in such an event. If you have transferred or cannot return the Tokens, we reserve the right to pursue remedies to reclaim the Tokens or their value to the extent allowed by law. This provision is to protect the Company and other participants from potential legal violations that could jeopardize the project.

## 10. Taxes

**10.1 Participant's Responsibility for Taxes:** You are **solely responsible** for determining what, if any, taxes apply to your purchase, ownership, use, or transaction of MYA Tokens. The Company has not provided any advice or guidance on tax matters, and you should consult your own tax advisor if you are unsure. Types of taxes that may apply could include sales tax, value-added tax (VAT), goods and services tax (GST), income tax, capital gains tax, or other forms of tax depending on your jurisdiction and situation. For example, purchasing Tokens might not be taxable in some jurisdictions, but selling Tokens later at a profit might trigger capital gains tax. Or, receiving Tokens as a reward might be treated as income. **It is your obligation to report and pay any relevant taxes** to your appropriate tax authorities.

**10.2 No Withholding by Company:** Unless required by law, the Company will not withhold any taxes for you, nor will we report any token allocations to tax authorities on your behalf. The purchase price for Tokens and any other amounts you pay to the Company do **not include** taxes. If we are required by law to collect any taxes (for instance, VAT on a token sale in certain countries), we will let you know and may deduct such amounts or add such charges as appropriate. In general, however, it is expected that you handle all tax obligations. You agree that you will not hold the Company or any affiliated party liable for any tax liabilities, penalties, or interest that you incur as a result of your participation in the Token Distribution or your subsequent dealings with MYA Tokens.

**10.3 Tax Documentation:** We may ask you for certain tax-related forms or declarations if required (for example, a self-certification of your tax residency or status, or forms like a W-8 or

W-9 for U.S. persons in a private sale to document exemption or compliance). If you fail to provide any required tax documentation, we may be unable to allow you to participate or continue your participation in certain parts of the Token Distribution. It's also possible we might have to share information about your Token purchase with tax authorities if they lawfully request it or if our accountants need to account for the token sale proceeds under taxation rules. By participating, you consent to such disclosure, which will only be done as required by law or legitimate business needs.

## 11. Your Representations and Warranties

By acquiring or using MYA Tokens, you make the following representations and warranties to the Company (i.e., you promise that the statements below are true at the time of entering into this agreement and throughout your holding of Tokens):

- **Legal Capacity and Status:** You are legally entitled to accept these Terms and participate in the Token Distribution. If you are an individual, you are of legal age and have full capacity to contract under the laws of your jurisdiction. If you are registering on behalf of an entity (e.g., a company or trust), that entity is duly organized and validly existing under the laws of its jurisdiction, and you have full legal authority to accept these Terms on its behalf.
- **Compliance with Laws:** You will comply with all laws and regulations applicable to your acquisition of MYA Tokens. This includes, without limitation, complying with any know-your-customer or identity verification requirements, and not using the Tokens or participating in the sale for any illegal purpose (such as money laundering, terrorism financing, tax evasion, or other unlawful activities). You are not a citizen or resident of a country where cryptocurrency token sales are banned or heavily regulated to the point that this Token Distribution would require licensing, unless you have complied with all such requirements (for example, if you are a U.S. person and the sale is only open to accredited investors under Regulation D, you represent that you are indeed an accredited investor). You also represent that funding your purchase is not derived from any unlawful source, and that you are not using any money or other assets that are the proceeds of crime.
- **No Conflict / No Violation:** Entering into this agreement and performing your obligations (such as making payment and following these Terms) will not result in any violation of any contract or obligation you have with a third party, and will not violate any law applicable to you. If you are an entity, neither the execution of these Terms nor the purchase of Tokens has been prohibited by any governing body of the entity (such as your board of directors) or by law.
- **Awareness and Knowledge:** You have a sufficient understanding of blockchain technology, digital assets, smart contracts, and the usage and intricacies of cryptocurrencies and tokens like MYA. You have reviewed the information made

available by the Company about the MYA Token and MineYes platform (such as any whitepaper, website descriptions, or sale terms), and you have carefully weighed the risks (as in Section 7) before deciding to participate. You are not relying on any representation or warranty from the Company regarding the Token's future value, the success of the MineYes platform, or any economic return, except as explicitly stated in these Terms. **You understand that MYA Token does not represent any investment contract or promise of profits.**

- **Token for Use, Not Speculation:** You are acquiring MYA Tokens to use them within the MineYes ecosystem or to hold them for lawful purposes, and **not primarily for speculative investment**. You do not contemplate selling or otherwise transferring the Tokens for profit, and you understand that holding Tokens carries risk of loss. You further acknowledge that you are not purchasing Tokens as a **fractional ownership interest** or profit-sharing interest in the Company or any business venture.
- **Sophistication and Financial Risk:** You confirm that you (and/or any professional advisors you have consulted) have sufficient knowledge and experience in business, financial investments, and cryptocurrency matters to evaluate the risks of purchasing MYA Tokens. You are able to bear the economic risk of losing your entire purchase amount. The purchase price you are paying (or the value of any contribution you make in exchange for Tokens) is an amount you can afford to lose without impacting your standard of living or financial obligations. Participating in this Token Distribution is suitable for you in consideration of your financial condition and investment objectives, even though the Token is **not** to be viewed as an investment product.
- **No Advertisement or Advice Reliance:** You did not decide to purchase MYA Tokens because of, nor are you aware of, any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast about the Token sale that could be construed as an offer to the public (outside of official Company communications). Furthermore, you acknowledge that the Company has not advised you regarding the suitability or legality of your participation, and you have consulted your own legal, tax, and financial advisors to the extent you deemed necessary.
- **Funds and Payment Instruments:** Any funds, cryptocurrency, or payment instruments you use to purchase MYA Tokens are either owned by you legally and beneficially, or you are fully authorized to use them for this purpose. If you are paying in cryptocurrency, you are the lawful owner of the sending address or wallet from which the payment is sent. If paying in fiat, the bank or payment account is in your name or you are authorized to use it. **No part of the purchase price is borrowed or loaned from any person specifically to buy the Tokens**, and no other person has a claim to such funds that would entitle them to any Tokens you acquire.

- **Not a Restricted Person:** You are not a person or entity identified on any sanctions list or watchlist maintained by governmental authorities (e.g., not on the UK HM Treasury sanctions list, EU sanctions, US OFAC list, UN Security Council sanctions, etc.). You are not acting on behalf of or for the benefit of any such person or entity. If you become a sanctioned person during the Token Distribution process, you will notify the Company immediately. You also are not a resident of or located in any country that has been sanctioned by the UK, US, EU, or UN where such sanctions would prohibit you from participating.
- **Honesty of Information:** All information you have provided and will provide to the Company (during KYC/AML or any other part of the process) is truthful, complete, and accurate. You have not and will not provide any false or misleading information or documents. If you are purchasing on behalf of an entity, all information about that entity (including owners and controllers) is true and correct. You will promptly update any information if it changes or if any issue arises.
- **Future Cooperation:** You agree that you will cooperate with any reasonable request from the Company for information or documents in connection with your participation. This may include providing additional verification documents for compliance purposes or to address any inquiry or investigation by a regulatory or law enforcement authority. Your cooperation includes responding in a timely manner and providing documents that are true copies or original certified copies as needed.

These representations and warranties are **material** to the Company's decision to permit you to participate in the Token sale or distribution. You acknowledge that the Company is relying on these statements and would not otherwise distribute Tokens to you. If the Company discovers that any of your representations and warranties are untrue or have been breached, it may result in consequences including refusal or cancellation of your Token purchase, termination of any rights to receive Tokens, or other remedies as appropriate (possibly including legal action for damages in the event of fraud).

## 12. Disclaimer of Warranties

**12.1 Tokens Provided "As Is":** MYA Tokens are sold or distributed to you on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, the Company disclaims all warranties and representations, whether express, implied, or statutory, with respect to the MYA Tokens and the MineYes platform. This includes, without limitation, any warranty of merchantability, fitness for a particular purpose, title, non-infringement, and any warranty that the Token or platform will be uninterrupted, error-free, secure, or free of viruses or other harmful components. We do not warrant that the Token's functionality or the platform's operations will meet your expectations or requirements.

**12.2 No Advice or Brokerage:** The Company is not an investment advisor, and nothing in these Terms or any communications from the Company should be interpreted as financial, legal, or tax advice. We are also not your broker, dealer, agent, or fiduciary. **Participating in a Token sale is a transaction you make at your discretion and risk**, and you are responsible for conducting your own due diligence. Any information provided by the Company in relation to the Token (for example, technical whitepapers or business plans) is for informational purposes only and is subject to change. We do not guarantee the accuracy or completeness of any information except as explicitly set forth in these Terms, and even then, these Terms themselves may be subject to change as allowed herein.

**12.3 No Regulatory Approval:** MYA Tokens have **not been reviewed, approved, or endorsed by any regulatory authority**. In particular, no governmental agency in the United Kingdom (such as the Financial Conduct Authority) or elsewhere has passed upon the Token Distribution or the accuracy of any associated documentation. Participation in this Token Distribution **does not have the approval or authorization of regulators** and may carry regulatory risks as described in Section 7 (Regulatory Risk). The absence of any action by regulators **should not be taken as an indication of the legal status** of the Token offering, and regulatory authorities may yet review the project. You acknowledge that you have been advised that this offering has not been approved or licensed by any authority and that the Company's position is that the Token is a utility, not a security.

**12.4 No Implied Promises:** Beyond what is explicitly stated in these Terms, **the Company makes no promises or guarantees** about the success of the MineYes platform or the value of the MYA Token. Any forward-looking statements (such as projections of future use cases, adoption levels, or Token value) are speculative and subject to change. The Company does not guarantee that it will succeed in delivering all the features of the platform or that it will continue in operation for any fixed duration. You acknowledge that you are not relying on any future potential of the Token to induce you into participating.

**12.5 Third-Party Offerings:** The Company is not responsible for any services, products, or tokens provided by third parties that you might use in relation to MYA. For instance, if you use a third-party wallet or exchange to hold or trade Tokens, you do so at your own risk under that third party's terms. The Company makes no warranty about third-party platforms, and your interactions with those are solely between you and the third party.

Some jurisdictions do not allow the exclusion of certain warranties or conditions, so some of the above disclaimers may not fully apply to you. In such cases, any implied warranties will be limited to the minimum extent permitted by the relevant law.

## **13. Limitation of Liability**

**13.1 No Indirect Damages:** To the fullest extent permitted by law, in no event shall the Company or its affiliates, officers, directors, employees, contractors, agents, or advisors ("**Company Parties**") be liable for **any indirect, incidental, special, exemplary, or**

**consequential damages whatsoever** arising out of or in connection with your participation in the Token Distribution or use of MYA Tokens or MineYes services. This includes, without limitation: loss of profits, loss of data, loss of revenue, loss of goodwill, business interruption, or any other intangible losses, even if we have been advised of the possibility of such damages. We are not liable for any inability to use the Token or to access the platform, for third-party conduct (like hacking or theft of Tokens by a third party), or for any lost opportunity or failure to achieve any particular result, whether arising in contract, tort (including negligence), or otherwise.

**13.2 Liability Cap:** To the fullest extent permitted by law, the **total aggregate liability** of the Company and Company Parties **for any claim arising out of or relating to these Terms or the Token Distribution** shall not exceed the **amount you paid to the Company for the MYA Tokens** (or, if you received Tokens via staking or service without payment, USD \$0). If you have made multiple purchases, our liability will be capped at the amount for the specific transaction or event that gave rise to the claim. This limitation applies cumulatively across all claims and causes of action you may bring against the Company Parties.

**13.3 Exceptions:** The limitations in this section apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence), or otherwise. However, **nothing in these Terms shall limit or exclude the liability of the Company for any liability that cannot be limited or excluded by law**, such as liability for fraud, or for death or personal injury caused by the Company's gross negligence or willful misconduct.

**13.4 Release:** You hereby **waive and release** any claims you may have against the Company Parties that are beyond the liabilities explicitly assumed by the Company in these Terms. If you are a consumer (in a jurisdiction that provides consumer protections), you may have certain rights that cannot be waived, so some of the above limitations or waivers may not apply to you fully; in such cases, they will apply to the maximum extent permitted by applicable law. Each Company Party is an intended third-party beneficiary of this section and has the right to enforce its provisions.

## 14. Indemnification

You agree to **indemnify, defend, and hold harmless** the Company and the Company Parties from and against any and all claims, demands, actions, damages, losses, costs, and expenses (including reasonable attorneys' fees) that arise from or relate to: (a) your purchase or use of MYA Tokens; (b) your responsibilities or obligations under these Terms or your breach of any provision of these Terms; (c) your violation of any law or regulation or rights of any third party (for example, if you violate someone else's rights or any intellectual property by using the Tokens or MineYes platform in a manner not permitted by us); or (d) any negligence, fraud, or willful misconduct by you.

This indemnity includes any claims made by other Token holders, third-party service providers, regulators, or any other party as a result of your actions or omissions. **For instance:** if you

falsely claim that the Token is a security and sue the Company, or if you transfer Tokens to someone in violation of sanctions and a government authority takes action against us, you would be responsible for the costs and damages to the Company arising from those situations.

The Company reserves the right to assume exclusive defense and control of any matter subject to indemnification by you, in which case you will cooperate and assist us in asserting any available defenses. You agree not to settle any claim involving the Company without our prior written consent. Your indemnification obligation will survive the expiration or termination of these Terms and the conclusion of the Token Distribution.

## 15. Dispute Resolution and Governing Law

**15.1 Governing Law:** These Terms, and any dispute or claim (contractual or non-contractual) arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of **England and Wales** (United Kingdom), without regard to its conflict of law principles. We choose English law as it provides a consistent legal framework for all participants, regardless of their location.

**15.2 Good Faith Negotiations:** In the event of any dispute, claim, or controversy between you and the Company arising out of or relating to these Terms or the Token Distribution, the parties shall first attempt to resolve the matter in good faith through negotiation. You agree to contact us at the provided notice email/address to discuss any dispute informally before taking any formal action. Both you and the Company agree to use good faith efforts to resolve the dispute amicably, which may include escalation of the issue to management or a consideration of mediation.

**15.3 Binding Arbitration:** If a dispute cannot be resolved through good faith negotiations within a reasonable time (for example, 60 days from the initial notice of dispute), you and the Company agree that **any dispute or claim arising out of or relating to these Terms, or the breach, termination, or validity thereof, shall be finally settled by binding arbitration.** The arbitration shall be conducted in the English language and take place in a neutral venue (we suggest London, UK, for convenience, but the parties can mutually agree on a different location or a virtual/online arbitration). Arbitration will be administered by an established arbitration institution (such as the London Court of International Arbitration (LCIA) or the International Chamber of Commerce (ICC)) under that institution's rules applicable to commercial disputes. **By agreeing to arbitration, both parties are waiving their right to a trial in court or by jury,** and instead elect to have disputes resolved by a neutral arbitrator. The arbitrator's decision shall be final and binding on both parties and may be entered and enforced in any court of competent jurisdiction.

**15.4 Class Action Waiver:** You and the Company agree that **any arbitration (or, if arbitration is unenforceable for a particular dispute, any court proceeding) will be conducted on an individual basis only, and not on a class, collective, or representative action basis.** This means you may not purport to act on behalf of a class of people or the



general public in any dispute with the Company. The arbitrator (or court) can only decide the individual claims of you and/or the Company. It does not have authority to consolidate or join the claims of other persons that may be in a similar position. If this class action waiver is found to be illegal or unenforceable for a particular claim, then that claim will not be subject to arbitration and must be brought in a court of competent jurisdiction, with the remainder of claims still proceeding in arbitration.

**15.5 Exceptions:** Notwithstanding the above, nothing in these Terms will prevent either you or the Company from seeking **injunctive or equitable relief** in a court of law for matters relating to intellectual property (e.g., trademarks, trade secrets, copyrights, patents) or unauthorized access to or misuse of the platform or Tokens. Such relief can be sought to prevent immediate harm without undergoing the arbitration process, but the substantive resolution of any underlying dispute may still be subject to arbitration.

**15.6 Legal Fees:** In any arbitration or legal action between the parties, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief to which it may be entitled, to the extent permitted by law or the applicable arbitration rules.

**15.7 Jurisdiction:** Subject to the arbitration clause above, you agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms that is not subject to arbitration (or if the arbitration clause is deemed unenforceable). You and the Company consent to the personal jurisdiction of such courts for litigating any permitted disputes, and you waive any objections to such jurisdiction or venue (including objections based on inconvenient forum).

## 16. Amendments and Termination of Sale

**16.1 Changes to Terms:** The Company may amend or update these Terms from time to time as needed to comply with applicable laws or to accommodate changes in the Token Distribution process or platform. If we make any material changes, we will notify participants by posting the revised Terms on our website and updating the "Last Updated" date at the top. In some cases, for significant changes, we may provide additional notice (such as via email or an announcement). **It is your responsibility to review these Terms periodically** for any updates. Continued holding or use of MYA Tokens or further participation in the distribution after changes to the Terms will constitute your acceptance of the revised Terms. If you do not agree with a change, you should refrain from further participation and may contact us regarding any concerns. However, note that changes to these Terms will not retroactively modify contractual commitments made by the Company to deliver Tokens that have already been purchased under a previous version of the Terms, except as required by law.

**16.2 Cancellation or Modification of Token Sale:** The Company reserves the right to modify, postpone, or terminate the Token sale or any distribution program at any time before its completion. This includes the right to change the sale timeline, pricing, token allocation, or any feature of the Token Distribution as necessary in light of market conditions, technical

considerations, or legal requirements. If the Token sale is terminated early or significantly modified, we will make an announcement and, in case of termination, handle refunds as described in Section 9.2. Participants understand that the launch of the Token and platform could be delayed or adjusted, and you have no right to claim any damages or specific performance as a result of such changes as long as any funds you contributed are returned in case of a full termination of the sale.

**16.3 Termination of Rights:** Once the Token Distribution is concluded, certain provisions of these Terms will continue to apply to you as a Token holder (for example, the sections on Token usage, risk, limitations of liability, etc.), but the sale-related obligations of the Company (such as delivering Tokens) will have been fulfilled. The Company's duty to you effectively terminates once the distribution of Tokens you purchased is complete, except for ongoing obligations stated in these Terms (like respecting your privacy, abiding by security commitments, etc.). The Company also reserves the right to terminate any rights you may have to use the MineYes platform or services (including perhaps the utility of the Token on the platform) if you violate the platform's separate terms of service or policies. However, these Terms solely govern the sale and initial distribution of the Token and do not govern the general use of the platform; separate terms and conditions may apply for using the MineYes platform itself.

## 17. Miscellaneous Provisions

**17.1 Entire Agreement:** These Terms (along with any documents expressly referred to herein, such as our Privacy Policy or any supplemental sale terms on our website) constitute the entire agreement between you and MineYes regarding the MYA Token sale and distribution. They supersede any prior understandings, agreements, or representations (whether oral or written) relating to the Token Distribution. **In entering into this agreement, you have not relied on any statement, representation, or warranty that is not expressly set out in these Terms.**

**17.2 Severability:** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect. The invalid or unenforceable part will be deemed modified to the minimum extent necessary to make it valid and enforceable (if possible), or severed if modification is not possible, such that the rest of the agreement remains intact.

**17.3 No Waiver:** The failure of the Company to exercise or enforce any right or provision of these Terms shall not operate as a waiver of that right or provision. Any waiver by the Company of any provision or any breach of these Terms must be in writing (and, for a waiver by you, signed by you) to be effective, and shall not be construed as a waiver of any other provision or any future breach.

**17.4 Assignment:** You may **not assign or transfer** any of your rights or obligations under these Terms without the prior written consent of the Company. Any attempt to do so without consent will be null and void. The Company may assign or transfer these Terms (in whole or in

part), including all of our rights, obligations, and interests, without requiring your consent, to (for example) an affiliate, a successor in interest, or a purchaser of the Company's assets or business. These Terms will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

**17.5 Relationship of Parties:** Nothing in these Terms shall be deemed or is intended to be deemed, nor shall it cause, either you or the Company to be treated as partners, joint ventures, or as the agent of the other. You and the Company are **independent contracting parties**. You have no authority to act on behalf of the Company, and the Company has no authority to act on your behalf.

**17.6 Third-Party Rights:** These Terms are intended for the benefit of you and the Company and are not intended to confer any rights or benefits to any third party, except that all indemnified parties and Company Parties shall be third-party beneficiaries under Section 13 (Limitation of Liability) and Section 14 (Indemnification) with the right to enforce those provisions. Otherwise, no person or entity who is not a party to these Terms shall have any right to enforce any term of this agreement.

**17.7 Language and Notices:** These Terms are drafted in the English language. If they are translated into another language, the English version will prevail to the extent of any conflict or ambiguity. All notices or communications required or permitted under these Terms to the Company should be sent to our official contact address or email as provided on our website (e.g., [legal@mineyes](mailto:legal@mineyes) or an address we designate). We will send any notices to you via the email address you provided during registration or via postings on our official website. It is your responsibility to keep your contact information up to date with us.

**17.8 Headings and Interpretation:** Section headings in these Terms are for convenience of reference only and shall not affect the meaning or interpretation of any provision. When we use the word "including" or "include," it is to be understood as "including, without limitation." Any reference to a statute or regulation is a reference to it as amended or re-enacted.

**17.9 Further Assurances:** You agree to perform all further acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the purposes and intent of these Terms (for example, signing a confirmation of purchase or a certificate of accreditation if required post-sale, etc.).

By accepting these Terms and participating in the MYA Token sale or distribution, you acknowledge that you have read these Terms carefully, understand them, and agree to be bound by them. If you have any questions regarding these Terms, please contact the Company **before** participating. Thank you for your support and interest in MineYes and the MYA Token.