

# BitCrystals Token Sale Terms and Conditions

[EverdreamSoft SA](#) (EDS)

## PRELIMINARY NOTE

The following Terms and Conditions (Terms) govern the sale of the cryptographic game asset fueling the game Spells of Genesis (SoG) – BitCrystals (BCY) to purchasers of BCY (Purchasers collectively, and Purchaser individually).

The group of developers and other personnel that is now, or will be, employed by, or contracted with, EverdreamSoft SA (EDS) is termed the EDS Team or EDS.

BCY are termed BCY, Bitcoins are termed BTC

This document describes the BitCrystals Token Sale during which the cryptographic game asset, BCY, is sold. Parties may be interested in purchasing BCY in the BitCrystals Token Sale to power the development of SoG, a mobile game integrated with blockchain technology. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring BCY early in the BitCrystals Token Sale versus waiting to purchase BCY on open, third-party exchanges once the BitCrystals Token Sale is over and the game is being developed.

This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction.

## IMPORTANT

Ownership of BCY carries no rights express or implied. Purchases of BCY are non-refundable. Purchasers should have no expectation of influence over governance of the platform. By participating in the sale of BCY, you expressly acknowledge and represent that you have carefully reviewed the Terms, as well as the BitCrystals Token Sale Agreement and fully understand the risks, costs, and benefits of purchasing BCY and agree to be bound by these Terms. As set forth further below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase BCY in your relevant jurisdiction and are of a legal age to be bound by these Terms; you will not hold EDS, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of EDS or its parent or affiliates, now or in the future and any other member of the EDS Team (collectively the “EDS Parties”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of BCY.

## WARNING: DO NOT PURCHASE BITCRYSTALS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS

Purchases of BCY, the Gutenberg Platform’s cryptofuel, should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (BTC), and blockchain-based software systems. While the EDS Team will provide general guidelines for user usage and storage of BCY before the Gutenberg Platform becomes operational, Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the EDS Team will be available to assist Purchasers of BCY during and after the sale, EDS will not be responsible for lost BTC or BCY resulting from actions taken by, or omitted by Purchasers. Note, in particular, that BCY Purchasers should take great care to write down their wallet password and not lose them so as to be sure that they will be able to access their BCY when they becomes available after the BitCrystals Token Sale. If you do not have such experience or expertise, then you should not purchase BCY or participate in the BitCrystals Token Sale.

## **WARNING: CRYPTOGRAPHIC TOKENS OF VALUE MAY EXPERIENCE EXTREME VOLATILITY IN PRICING**

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

## **WARNING: THE PURCHASE OF BITCRYSTALS HAS A NUMBER OF RISKS**

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

### **1 What is Gutenberg?**

Gutenberg is a platform that burns BCY in order to issue digital game assets. It will be a subsidiary of EDS specifically created for the purposes as described below:

The Gutenberg platform will have the role of emitting digital game asset for Moonga and SoG on the blockchain. The platform has the role of "printing" (issuing) and controlling distribution of game assets. Gutenberg will be open to be audited and operate openly on the Blockchain. EDS expects to incorporate Gutenberg in the future after the BitCrystals Token Sale and when SoG development is at a stage to require the platform for its use.

### **2 Overview of BitCrystals Token Sale**

The Gutenberg Platform will require, for proper operation a cryptographic game asset fueling SoG called BitCrystals (BCY). EDS will produce and market a quantity of BCY in a crowdsale event called the BitCrystals Token Sale, to be conducted on the EDS managed website at [bitcrystals.com/tokensale](http://bitcrystals.com/tokensale) in partnership with [Shapeshift](#). Backers can purchase BCY during the BitCrystals Token Sale. As a guarantee for our backers the funds raised will be held in a multisig wallet by third parties and only released when each of the milestones below are completed.

- 1. End of Token Sale (release 25% of funds raised)**  
Swapbots (trading card vending machines) configured to accept BCY only. Alpha version of SoG playable in a web browser, all the blockchain-based trading cards sold up to then will be playable in Moonga.
- 2. October 2015 (release 25% of funds raised)**  
Early beta version of SoG with 10 different game levels. The game will allow to connect a Counterwallet and transfer card assets. Extra levels will be available. For example if a player owns 100 GEMZ a special GEMZ level will be playable. A player will be able to view their assets on Counterwallet as digital game items.
- 3. February 2016 (release 25% of funds raised)**  
Fully featured beta version of the game with all components present. Several levels will be playable, the game interface and story will be complete. The game will have a wallet and payment method.

#### 4. April 2016 (release 25% of funds raised)

Final development of the game with over 100 game levels and 150+ cards. With the ability for players to play in groups (guilds), to create their own levels, characters as digital asset, and also trade them.

Purchasers in the BitCrystals Token Sale will acquire BCY in exchange for BTC or any other cryptographic tokens accepted by ShapeShift at predefined sale prices over a period of thirty (30) days. Some BCY may be sold before the BitCrystals Token Sale to early contributors during a pre-sale period. Purchasers of BCY in the pre-sale or token sale will be awarded with the BITCRYSTALS Counterparty asset. This will enable them to unlock and purchase trading cards, in-game features and items within and outside EDS' titles Moonga and SoG. BCY will also be freely exchanged for different EDS game assets by anyone who wishes to do so, because of the decentralized nature of Counterparty tokens. All BCY sold during the pre-sale or token sale will be delivered to Purchasers to a Counterparty compatible wallet after the end of the BitCrystals Token Sale.

### 3 Creation and Sale of BCY

BCY are cryptographic game assets, created by EDS. BCY will be acting as both the game-fuel and the premium in-game currency in the upcoming game SoG. BCY will be produced by EDS in a limited supply of 100,000,000 BCY which can be used (burned by Gutenberg) to create new game items or traded on the blockchain, as any other cryptographic asset. 70,000,000 BCY will be available during the BitCrystals Token Sale, 30,000,000 BCY are reserved for promotional purposes and development before and after the BitCrystals Token Sale. Once the BitCrystals Token Sale starts, the only official way to purchase BCY will be at <http://bitcrystals.com/tokensale>. After the BitCrystals Token Sale end, all unsold BCY will be burned and BCY will be purchasable only on the open, third-party exchange market.

#### Anticipated BCY Distribution

	BCY	% of total Revenue
<b>Total</b>	100,000,000	50.00%
<b>Crowdsale</b>	70,000,000	35.00%
<b>Awareness &amp; Promotion</b>	15,000,000	7.50%
<b>Development</b>	15,000,000	7.50%
When a player buys a pack of cards in the AppStore, we burn 50% of the value in BCY		50%
What happens to the BCY that weren't sold during the crowdsale?	Burned:	100%

### 4 Timing of Sale

The BitCrystals Token Sale will begin at 1:00PM GMT/UTC on Tuesday August 4, 2015 which is: 9:00AM EDT (Eastern), 6:00AM PDT (Pacific), 3:00PM CEST (Central European) time.

The BitCrystals Token Sale will run for 30 days and will end at 1:00PM GMT/UTC on Thursday September 3, 2015.

EDS reserves the right to change the start date of the BitCrystals Token Sale as well as the right to extend the sale duration for any reason, including the unavailability of the BitCrystals Token Sale website or other unforeseen security or procedural issues. Although EDS does not currently anticipate doing so, EDS also reserves the right to shorten the sale duration for any reason.

### 5 Pricing and Initial Discount on BCY Price

The baseline retail price of BCY will be set by EDS at 0.0001 BTC (the "Retail Price"). A discount will be offered in the first 25 days of the Crowdsale and will regularly decrease in five-days periods, until the price of BCY reaches

the Retail Price. At the time of the start of the sale, the Retail Price of one BCY is approximately 0.02 CHF (Swiss Francs).

In the first five-day period of the sale, BCY will be offered with a 33% discount from the Retail Price, the next five-days period 29% discount, then 23%, then 17%, then 9%. During the last five days the BCY will be available at the Retail Price. Details are in the chart below:

Token Sale Phase	BitCrystals per BTC
Day 1 - 5	15,000
Day 6 - 10	14,000
Day 11 - 15	13,000
Day 16 - 20	12,000
Day 21 - 25	11,000
Day 26 - 30	10,000

EDS will place a cap on the number of BCY that can be purchased by the community (70,000,000 BCY). EDS reserves the right to change the duration of any discount period for any reason, including the unavailability of the BitCrystals Token Sale website or other unforeseen technical or security issues.

## 6 Purchase of BCY from the BCY Token Sale Website

EDS will maintain the BitCrystals Token Sale website, which can be used to purchase BCY. It will be available at <http://bitcrystals.com/tokensale>. Instructions for purchasing BCY with BTC or any other cryptographic tokens accepted by ShapeShift will be available on the website. Failure to follow these instructions may limit, delay, or prevent a Purchaser from obtaining BCY. Any questions about these instructions should be directed to [info@everdreamsoft.com](mailto:info@everdreamsoft.com).

## 7 Purchaser Jurisdiction

The BitCrystals Token Sale constitutes the sale of a legal software product under Swiss law. This product sale is conducted by EDS, a Swiss company, operating under Swiss law. It is the responsibility of each potential Purchaser of BCY to determine if they can legally purchase BCY in their own jurisdiction.

## 8 Acceptance of Terms and Conditions of the BCY Sale

As a first step in the purchase process, EDS will present the Purchaser with this Terms and associated documents, along with an “Yes, I Agree” button. By clicking the button, the Purchaser:

1. Agrees to the Terms and the BitCrystals Token Sale Agreement.
2. Represents and warrants that the Purchaser is legally permitted to purchase BCY in the Purchaser’s jurisdiction and is legally permitted to receive products of Swiss origin.
3. Represents and warrants that the Purchaser is of a sufficient age to legally purchase BCY or has received permission from a legal guardian who has reviewed and agreed to these Terms.
4. Represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of BCY as set forth below.
5. Represents and warrants that Purchaser is not exchanging bitcoin (BTC) or any alternative currency for BCY for the purpose of speculative investment.
6. Represents and warrants that the Purchaser is acquiring BCY for the playing of the upcoming SoG game and EDS previous game Moonga.

7. Represents and warrants that the Purchaser has an understanding of the usage and intricacies of blockchain-based assets, like BTC, and blockchain-based software systems.

## 9 BCY Distribution

All BCY purchased during the BitCrystals Token Sale through the website (<http://bitcrystals.com/tokensale>) will be distributed after the token sale end. Depending on the number of contributors EDS may require up to two weeks from the sale end to fulfill orders.

## 10 BCY Will Only Be Available For Sale on the BitCrystals Token Sale Website

EDS will only sell BCY on the BitCrystals Token Sale website, available on <http://bitcrystals.com/tokensale>. Any third-party website, service, or person offering BCY for sale during this period or facilitates the sale or transfer of BCY in any way is not endorsed nor supported by EDS or its parents and affiliates, and have no relationship in any way with EDS Parties. As a result, EDS prohibits the use of these third-party websites or services for the purchase of BCY prior to the end of the BitCrystals Token Sale. Purchasers should take great care to verify that the site used to purchase BCY has the following URL: <http://bitcrystals.com/tokensale>. By purchasing BCY, and to the extent permitted by applicable law, the Purchaser agrees not to hold any of the EDS Parties liable for losses incurred by any person, entity, corporation, or group individuals using a third party service to purchase BCY.

The only official and authorized BitCrystals Token Sale website URL is <http://bitcrystals.com/tokensale>.

## 11 Fraudulent Attempts to Double Spend BTC

EDS and ShapeShift will monitor all potential transactions for fraudulent attempts to double spend BTC. Any detected double spend of BTC will result in no BCY being sold for the associated wallet address.

## 12 Risks Associated with the Purchase of BCY

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

### 12.1 Decreased Value of the Token Sale Funds

Regardless if the Purchasers are paying BTC or any other altcoin accepted by ShapeShift to purchase BCY, the proceeds from the BitCrystals Token Sale, held in a multisig wallet, will be converted into BTC. It is possible that the value of BTC will drop significantly in the near future depriving EDS of sufficient resources to continue to operate. In order to guard against this risk, EDS intends to periodically convert proceeds from the sale of BCY into FIAT currency.

### 12.2 Regulatory Action in One or More Jurisdictions

Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. The EDS and BCY could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of EDS to continue to develop its games using blockchain and cryptocurrency technology.

### 12.3 Insufficient Interest in the BitCrystals Token Sale

For a fully featured SoG game as per milestone #4 EDS estimates the cost to be around \$200,000 US. EDS will keep developing SoG as much as they can with the funds that are raised, however much that is. If EDS raises very little, completion of the milestones may take longer than expected and EDS will have to review them or get the community (BCY holders) to vote for priorities.

### 12.4 Risk of Theft

Hackers or other malicious groups or organizations may attempt to steal the BTC revenue from the BitCrystals Token Sale, held in the multisig wallet thus potentially impacting the ability of EDS to operate. To account for this risk, EDS has and will continue to implement comprehensive security measures to safeguard the BTC obtained from the sale of BCY. Multi-factor security measures will be taken to protect BTC including physical elements,

multisignature keys, BIP 32, anti-spear-phishing procedures, splitting of funds, hot/cold wallet partitioning and diversification. Moreover, regular security audits of hot and cold wallets will be conducted by internal and external teams.

### **12.5 Weaknesses or Exploitable Breakthroughs in the Field of Cryptography**

Cryptography is an art, not a science, and the state of the art can advance over time. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and EDS, which could result in the theft or loss of BCY. EDS relies on Bitcoin technology and the Counterparty platform thus EDS cannot be liable for any loss or damage caused by a potential failure of Bitcoin and/or Counterparty.

### **13 All Purchases of BCY Are Non-Refundable**

ALL PURCHASES OF BITCRYSTALS ARE FINAL. PURCHASES OF BITCRYSTALS ARE NON-REFUNDABLE. BY PURCHASING BITCRYSTALS, THE PURCHASER ACKNOWLEDGES THAT NEITHER EDS NOR ANY OTHER EDS PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER FORM OF COMPENSATION FOR ANY BITCRYSTALS THAT IS NOT USED FOR ITS INTENDED PURPOSE.

### **14 Taxation of BCY**

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

### **15 Privacy**

Although EDS requires that Purchasers provide an email address, EDS will not publish any identifying information related to a BCY purchase. Purchasers may be contacted by email by EDS regarding a purchase. Such emails will be informational only or required to gather further details from the Purchaser like the Counterparty compatible address where to send the BCY after the sale end, if not provided at purchase time.

### **16 Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING BITCRYSTALS AT THE PURCHASER'S SOLE RISK AND THAT BITCRYSTALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE PARTIES WARRANT THAT THE PROCESS FOR PURCHASING BITCRYSTALS WILL BE UNINTERRUPTED OR ERROR-FREE.

### **17 Limitations Waiver of Liability**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, BITCRYSTALS OR EDS GAMES AND GAME ASSETS UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE EDS PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, BITCRYSTALS. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT EDS PARTIES ARE NOT LIABLE, AND THE PURCHASER AGREES NOT TO SEEK TO HOLD ANY OF THE EDS PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF BITCRYSTALS, AND THAT THE RISK OF PURCHASING AND USING

BITCRYSTALS RESTS ENTIRELY WITH THE PURCHASER . TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE EDS PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO EDS FOR THE PURCHASE OF BITCRYSTALS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILLFUL MISCONDUCT OR FRAUD BY EDS.

## 18 Jurisdiction of the Sale

The legal entity conducting the BitCrystals Token Sale, EDS Switzerland SA, is organized in the Canton of Geneva, under the laws of Switzerland.

## 19 Dispute Resolution

All disputes, controversies or claims arising out of, relating to, or in connection with the Terms, the breach thereof, or EDS's sale of BCY or use of EDS games and game assets shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. All claims between the parties relating to these Terms that are capable of being resolved by arbitration, whether sounding in contract, tort, or otherwise, shall be submitted to ICC arbitration. Prior to commencing arbitration, the parties have a duty to negotiate in good faith and attempt to resolve their dispute in a manner other than by submission to ICC arbitration. The arbitration panel shall consist of one arbitrator only, unless the ICC Court of Arbitration determines that the dispute is such as to warrant three arbitrators. If the Court determines that one arbitrator is sufficient, then such arbitrator shall be selected from Switzerland. If the Court determines that three arbitrators are necessary, then each party shall have 30 days to nominate an arbitrator of their choice -- in the case of the Claimant, measured from receipt of notification of the ICC Court's decision to have three arbitrators; in the case of Respondent, measured from receipt of notification of Claimant's nomination. All nominations must be from Switzerland. If a party fails to nominate an arbitrator, the Court will do so. The Court shall also appoint the chairman. All arbitrators shall be and remain "independent" of the parties involved in the arbitration. The place of arbitration shall be fixed by the ICC Court, but the arbitral tribunal may conduct hearings, meetings, and deliberations at any location it considers appropriate. The language of the arbitration shall be English. In deciding the merits of the dispute, the tribunal shall apply the laws of Switzerland and any discovery shall be limited and shall not involve any depositions or any other examinations outside of a formal hearing. The tribunal shall not assume the powers of amiable compositeur or decide the case ex aequo et bono. In the final award, the tribunal shall fix the costs of the arbitration and decide which of the parties shall bear such costs in what proportion. Every award shall be binding on the parties. The parties undertake to carry out the award without delay and waive their right to any form of recourse against the award in so far as such waiver can validly be made.

## 20 Force Majeure

EDS is not liable for failure to perform solely caused by:

- unavoidable casualty
- delays in delivery of materials,
- embargoes
- government orders
- acts of civil or military authorities
- acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or
- any similar unforeseen event that renders performance commercially implausible

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the

force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

## **21 Complete Agreement**

These Terms along with the BitCrystals Token Sale Agreement sets forth the entire understanding between each Purchaser and EDS with respect to the purchase and sale of BCY. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these two documents in determining purchase decisions and understands that these documents govern the sale of BCY and supercede any public statements about the BitCrystals Token Sale made by third parties or by EDS Team or individuals associated with any EDS Parties, past and present and during the BitCrystals Token Sale.

## **22 Severability**

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

## **23 No Waiver**

The failure of EDS to require or enforce strict performance by the Purchaser of any provision of these Terms or the BitCrystals Token Sale Agreement or EDS's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of EDS's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by EDS of any provision, condition, or requirement of these Terms or the BitCrystals Token Sale Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in this these Terms, no representations, statements, consents, waivers, or other acts or omissions by EDS shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Purchaser and a duly appointed officer, employee, or agent of EDS.

## **24 Updates to the BitCrystals Token Sale Terms and Conditions**

EDS reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms and BCY Product Purchase Agreement, at any time during the sale by posting the amended Terms on the BitCrystals Token Sale website (<https://bitcrystals.com/tokensale>). Any Purchaser will be deemed to have accepted such changes by purchasing BCY. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and EDS. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase BCY. To the extent the Terms conflict with the BitCrystals Token Sale Agreement, the Terms shall govern.

## **25 Cooperation with Legal Authorities**

EDS will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of the EDS — transparency — EDS will endeavor to publish any legal inquiries upon receipt.

## **26 Further Information**

For further information regarding the BitCrystals Token Sale, please contact [info@everdreamsoft.com](mailto:info@everdreamsoft.com).

Date: August 4, 2015