QOMMODITY QAA

TERMS & CONDITIONS

QOMMODITY QAA – QAA ASSET BACKED PROJECT/UTILITY TOKEN

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

BNB Token Standard – or its technical specification BEP 20 refers to BNB Chain, providing a flexible format for developers to launch a range of different tokens compatible with the large ecosystem BSC. The token standard defines who can use them, spend them and how.

COMPANY – (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Qommodity.

COUNTRY – refers to: United Kingdom.

DEVICE – means any device that can access the Service such as a computer, a cellphone, or a digital tablet.

EQUAL – means that the project outcome, negative or positive, is equally shared between all QAA Token holders.

GUARANTEE – a formal assurance in writing that under certain conditions the QAA Token holders can convert their QAA Tokens for B-Class shares in Tandem Liber Holdings.

SALE – The exchange of QAA Tokens, a voucher, for fiat- or crypto currencies

SERVICE – refers to the Website.

PROJECT – a collaborative enterprise that is carefully planned to achieve a predefined outcome with a start and end date.

QOMMODITY – the company incorporated under the name Qommodity QAA Ltd, incorporated in England & Wales, registered under Company Number 14085899 and with its registered address at Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX.

TANDEM LIBER HOLDINGS – the company incorporated under the name Tandem Liber Holdings Limited, incorporated on the British Virgin Islands, registered under Company Number 1826758 and with its registered address at Marcy Building, 2nd Floor, Purcell Estate, Road Town, Tortola, 2416, British Virgin Islands. B-class shares of Tandem Liber Holdings are legally issued with a par value of US$ 0,10 each and only represent economic rights, no voting rights.

TERMS AND CONDITIONS – (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between you and Qommodity.

THIRD-PARTY SOCIAL MEDIA SERVICE – means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

VOUCHER – a physical or digital unit that may be exchanged for goods or services by the owner

WEBSITE – refers to Qommodity, accessible from https://qommodity.io

YOU – means the individual, or the company, or other legal entity on behalf of which such individual is entering in an agreement with Qommodity.

TERMS & CONDITIONS

PLEASE READ THESE TOKEN SALE TERMS & CONDITIONS CAREFULLY. NOTE THAT SECTION 17 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TOKEN SALE TERMS AND CONDITIONS, DO NOT PURCHASE TOKENS FROM QOMMODITY.

Your purchase of QAA Tokens (each, a "Token") from Qommodity during the sale (as defined below) is subject to these Terms and Conditions (the "Terms"). Each of you and the Company is a "Party", and together the "Parties" to these Terms. By purchasing Tokens from the Qommodity during the sale, you will be bound by these Terms and any terms incorporated by reference.

If you have any questions regarding these Terms, please contact the Company at: sales@qommodity.io

Each of you and the Company agree as follows:

1) COMMENCEMENT AND DURATION OF THE SALE

QAA Token Sale information is contained in this document. Qommodity will conduct a QAA sale of Tokens, which will begin on May 20, 2022, 00:00 UTC (the "Launch Date and Time") and end at a date and time to be determined by Qommodity (the "End Date and Time") or when the total available supply of tokens has been sold.

2) ELIGIBILITY

To be eligible to participate in the QAA Token Sale and to log into the QAA Token Sale portal to make a purchase, you will need to visit https://www.qommodity.io (the "Qommodity Website"). You must also have a wallet that supports the BSC token standard in order to receive any Tokens purchased from Qommodity (the "Token Receipt Address").

Qommodity reserves the right to prescribe additional guidance regarding specific wallet requirements. Qommodity is not responsible for any delays, losses, costs, non-delivery of funds or of Tokens, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Token Receipt Address. Qommodity is not responsible for any loss occurring due to incorrect or wrong input of Qommodity QAA Token Smart Contract address. Qommodity will never share the QAA Token Sale Smart Contract address on any Social Media Channels nor will the address be shared by email, chat programs or on any online forums. The correct address of the Qommodity QAA Token Sale Smart Contract will only be shared on our official website: https://www.qommodity.io

3) PURCHASE AND SALE OF TOKENS

While the Price Per Token is set in US dollars, you must pay for Tokens in any of the following crypto currencies: Ethereum (ETH), Bitcoin (BTC), USDT or USDC or the following FIAT currencies: US Dollars (USD), Euro (EUR), Great Britain Pound (GBP) or Swiss Francs (CHF). Payment in any other currency as mentioned above will be qualified by Qommodity as non-valid and will be rejected.

Your purchase is not guaranteed until Qommodity receives the full amount of the Purchase Price net of transaction costs.

Purchase Price must be received in full within twenty-four hours (in the QAA Token Sale). If Qommodity has not received the payment of the full Purchase Price within twenty-four hours of the time (from the moment that we have send you) that you receive your payment instructions, Qommodity reserves the right to void your purchase request and might refuse to accept your payment of the Purchase Price. For the avoidance of doubt, the Purchase Price will be deemed to be paid in full once Qommodity has received three network confirmations of the transaction in the case crypto currencies are used, or confirmation on their bank statement if FIAT currencies are used. Qommodity reserves the right, in our sole discretion, to modify any of the timelines described herein to account for network congestion or other technical challenges.

Delivery of Tokens: Qommodity intends to deliver the quantity of Tokens you purchased in the QAA Token Sale within twenty-four hours after receiving the payment in full.

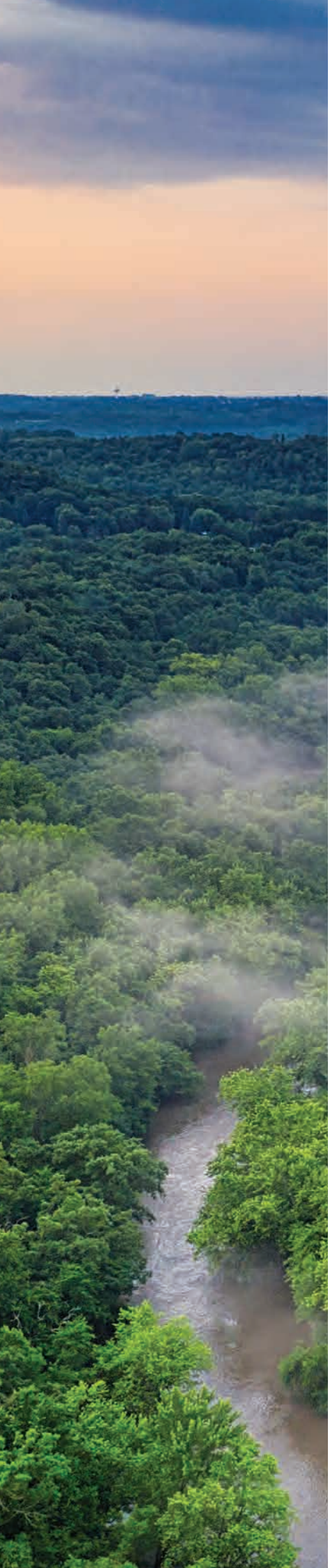
If by chance, there is some unforeseen technical delay Qommodity reserves the right to deliver the tokens: (i) up to four weeks after the QAA Token Sale End Date; or (ii) up to one week after you have provided a complete and accurate Token Receipt Address. For the avoidance of doubt, any such extension of time will not affect the obligation of both Qommodity and you to deliver and accept the Tokens purchased. Qommodity may also deliver the tokens sooner at their sole discretion.

4) PURPOSE AND USE OF THE TOKENS

The QAA Token is an Asset Backed Project/Utility token. Qommodity issues the QAA Token as part of a project with the intended outcome of establishing the complete and licensed legal structure that will issue the Security Token QAAA at the Project end date and time. (the "Project End")

Each QAA Token represents one Voucher that can be substituted for an Equal portion of the outcome of the Project at the Project End. The intended outcome will be the issuing of QAAA Tokens and therefore each QAA Token will be automatically converted to an Equal portion of the QAAA Token(s) at Project End.

Additional information regarding the Project and Qommodity is summarized in the Whitepaper available at https://www.qommodity.io (the "Whitepaper").



GUARANTEE

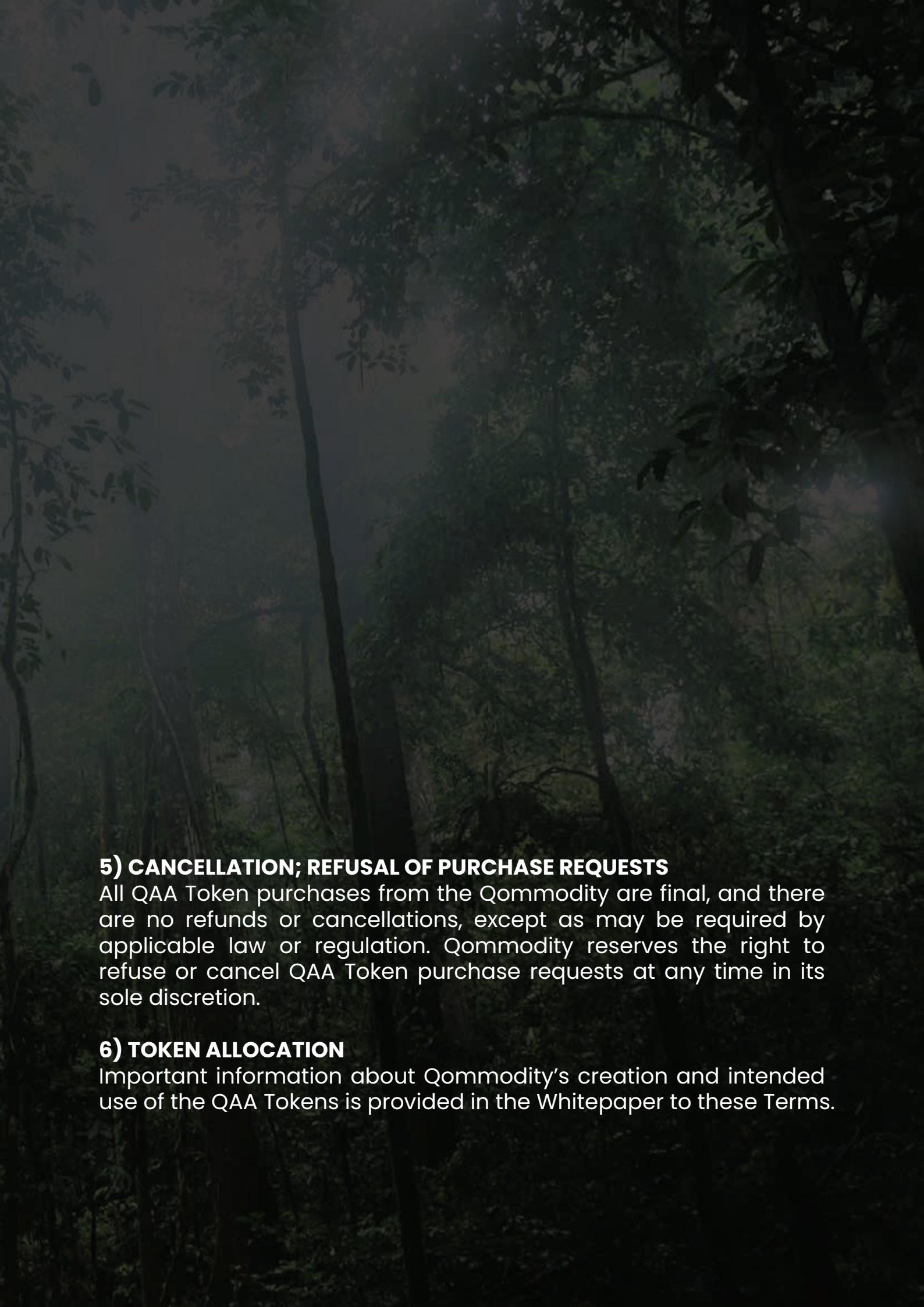
The Board of directors of Tandem Liber Holdings and its shareholders ultimately will provide a unilateral guarantee equal to one B-Class Share in Tandem Liber Holdings for one QAA Token. This Guarantee will be specified in a separate document constituting that – under circumstances - each QAA Token can be converted into one B-class shares of Tandem Liber Holdings.

Under this Guarantee it is up to the joint discretion of Qommodity and Tandem liber Holdings whether to maintain the QAA Tokens after the exchange to B-Class shares as digitalized blockchain share or member register of Tandem Liber Holdings, whereby Qommodity will act as custodial company on behalf of the exchanged QAA Tokens and approved registrar of the digitalized blockchain share register of Tandem Liber Holdings. Details to be specified if and when required.

RIGHTS

Purchase, ownership, receipt, or possession of QAA Tokens carries no rights, express or implied, other than the right to use QAA Tokens as a Voucher as described above. In particular, you understand and accept that QAA Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future shares of revenue, intellectual property rights or any other form of participation in or relating to the Project and/or Qommodity and/or its corporate affiliates, other than any rights relating to the Voucher as described above, subject to limitations and conditions in these Terms.

QAA Tokens will be listed and QAA Token holders may trade their tokens acquired through the QAA Token sale through an exchange or through private sales. The Project and/or Qommodity and/or its corporate affiliates are no Party in any sale, private or through an exchange, other than the QAA Token sale, and do not accept any responsibility or liability whatsoever, nor on the corporate level, either on the private level.



5) CANCELLATION; REFUSAL OF PURCHASE REQUESTS
All QAA Token purchases from the Qommodity are final, and there are no refunds or cancellations, except as may be required by applicable law or regulation. Qommodity reserves the right to refuse or cancel QAA Token purchase requests at any time in its sole discretion.

6) TOKEN ALLOCATION
Important information about Qommodity's creation and intended use of the QAA Tokens is provided in the Whitepaper to these Terms.

7) ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that there are risks associated with purchasing QAA Tokens, owning QAA Tokens and using QAA, as disclosed and explained to these Terms and the Whitepaper.

YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING QAA TOKENS AND OWNING QAA TOKENS INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN THESE TERMS.

7.1) Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error, or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of QAA Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such QAA Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your QAA Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store QAA Tokens in, including your own failure to properly maintain or use, is yours to bear.

7.2) Risks Associated with the BSC Protocol

Because QAA Tokens and the platform are based on the BSC protocol, any malfunction, breakdown, or abandonment of the BSC protocol may have a material adverse effect on the platform or QAA Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the QAA Tokens and the platform, including the utility of the QAA Tokens, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. Such digital wallet or vault may also result in the loss of your QAA Tokens. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving QAA Tokens, including, for instance, if you provide the wrong address as the QAA Token Receipt Address, or providing an address that is not BSC compatible, may result in the loss of your QAA Tokens.

7.3) Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the BSC protocol, the QAA Tokens are susceptible to attacks by miners in the course of validating QAA Token transactions on the BSC blockchain, including, but not limited, to double-spend attacks, majority mining power attacks and selfish-mining attacks. Any successful attacks present a risk to the platform and the QAA Tokens, including, but not limited to, accurate execution and recording of transactions involving QAA Tokens.

7.4) Risk of Hacking & Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or the QAA Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of Qommodity team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and the QAA Tokens, including the utility of the QAA Tokens.

7.5) Risks Associated with Markets for QAA Tokens

The QAA Tokens are intended to be used solely within the platform, but the Company will support secondary trading or external valuation of QAA Tokens. Secondary trading of QAA Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to QAA Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

7.6) Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private that will compensate your loss.

7.7) Risks Associated with Uncertain Regulations & Enforcement Actions

The regulatory status of tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the platform and the QAA Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and the QAA Tokens. Regulatory actions could negatively impact the platform and the QAA Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the QAA Tokens constitutes unlawful activity or that the QAA Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. Qommodity may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

7.8) Risks Arising from Taxation

The tax characterization of QAA Tokens is uncertain. You must seek your own tax advice in connection with purchasing QAA Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

7.9) Risk of Competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate products and/or services that are materially similar to the what the QAA Token represents and the Project intends to deliver. The platform may compete with these alternatives, which could negatively impact the platform and QAA Tokens.

7.10) Risk of Insufficient Interest in the platform or Distributed Applications

It is possible that the platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed platforms (such as the platform) more generally. Such a lack of use or interest could negatively impact the development of the platform and therefore the potential utility of the QAA Tokens.

7.11) Risks Associated with the Development and Maintenance of the platform

The platform is continuously under development and may undergo significant changes over time. Although Qommodity intends for the QAA Tokens and platform to function as one might expect and intends to take commercially reasonable steps toward those ends, Qommodity may have to make changes to the specifications of the QAA Tokens or platform for any number of legitimate reasons, especially related to achieve the Project outcome. This could create the risk that the QAA Tokens or platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite the Qommodity's good faith efforts to develop the platform, it is still possible that the platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the platform and QAA Tokens.

7.12) Risk of an Unfavorable Fluctuation of BNB or BTC

If the value of the accepted crypto fluctuates unfavorably during or after the Privat Sale, Qommodity team may not be able to fund the Project sufficiently or may not be able to develop or maintain the platform in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of crypto, including but not limited to uncertainties created by the lack of resolution to the bitcoin scaling debate, the possibility of a so-called "Hard Fork" of bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

7.13) Risk of Dissolution of Qommodity or platform

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of crypto (or other cryptographic and fiat currencies), decrease in the QAA Tokens intended use of achieving Project outcome, the failure of commercial relationships, or intellectual property ownership challenges, the Project might not achieve its intended outcome.

7.14) Risks Arising from Lack of Governance Rights

Because QAA Tokens confer no governance rights of any kind with respect to the platform or Qommodity, all decisions involving Qommodity's activities or Qommodity itself will be made by Qommodity at its sole discretion, including, but not limited to, decisions to discontinue the Project, to create and sell more QAA Tokens, or to sell or liquidate Qommodity. These decisions could adversely affect the Project outcome and therefore the outcome of the QAA Tokens you own.

7.15) Unanticipated Risks

Cryptographic tokens such as the QAA Tokens are a relatively new technology in a mostly unregulated environment. In addition to the risks with such a technology, there are other risks associated with your purchase, possession, and use of the QAA Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed within and outside of these Terms.

8) Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold QAA Tokens purchased from Qommodity, 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 QAA Tokens. Qommodity is not responsible for any losses, costs or expenses relating to lost access credentials.

9) Personal Information KYC/AML

Qommodity may determine, in its sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling QAA Tokens to you. You agree to provide Qommodity such information promptly upon request. You acknowledge that Qommodity may refuse to sell QAA Tokens to you until you provide such requested information and Qommodity has determined that it is permissible to sell you QAA Tokens under applicable laws or regulations.

10) Taxes

Any amounts that you pay for QAA Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of QAA 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. Qommodity is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of QAA Tokens.

11) Purchaser Representations & Warranties

By sending any kind of coin to purchase QAA Tokens from Qommodity, you represent and warrant that you are responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of QAA Tokens.

You have read and understood these Terms:

YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING QAA TOKENS AND OWNING QAA TOKENS INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN THESE TERMS;

You have a sufficient understanding of technical and business matters, cryptographic tokens, token storage mechanisms (such as token wallets) and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the QAA Tokens;

You understand the restrictions and risks associated with the creation of QAA Tokens as set forth herein, acknowledges and assumes all such risks;

You have obtained sufficient information about the QAA Tokens and Qommodity to make an informed decision to purchase the QAA Tokens;

You understand that the QAA Tokens confer only the right to what the Voucher represents and confer no other rights of any form with respect to the platform or Qommodity, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

You are purchasing QAA Tokens solely for the purpose of receiving the rights of a Voucher that entitles you to an Equal portion of the Project outcome, and it is the Project outcome that you would like to promote, being aware of the commercial risks associated with Qommodity, the platform and you are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;

Your purchase of QAA Tokens complies with applicable laws and regulations you are subject to, including, but not limited to: (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the QAA Tokens and entering into contracts with Qommodity; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained;

You will comply with any applicable tax obligations you are subject to arising from your purchase of QAA Tokens;

If you are purchasing QAA Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that 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 & such entity, jointly);

You are not resident or domiciled in the United States of America or purchasing QAA Tokens from a location in the United States of America;

You are not resident or domiciled in the Singapore or purchasing QAA Tokens from a location in Singapore;

You have obtained independent legal advice with respect to same before accepting these Terms, and in accepting these Terms, and or you further represent and warrant to Qommodity that you have been so advised to obtain independent legal advice, and that prior to accepting these Terms you have obtained independent legal advice, or have, in your discretion, knowingly and willingly elected not to do so;

You are not a citizen or resident of a geographic area in which access to, use of or the acceptance of delivery of the QAA Tokens is prohibited by applicable law, decree, regulation, treaty or administrative act, and if your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately act in such a way that you comply with the applicable law, decree, regulation, treaty or administrative act;

If you are registering to buy QAA Tokens 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;

You warrant to Qommodity that none of the funds being used to purchase the QAA Tokens are to your knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities, and the funds being used to purchase the QAA Tokens which will be advanced by you under these Terms will not represent proceeds of crime for the purposes of the Proceeds of Crime like Money Laundering and Terrorist Financing;

You acknowledge that Qommodity may in the future be required by law to disclose your name and other information relating to these Terms, on a confidential basis, pursuant to the local laws, and to the best of the your knowledge, none of the funds to be provided by you to Qommodity are being tendered on behalf of a person or entity who has not been identified to you, and you will promptly notify Qommodity if you discover that any of such representations cease to be true, and will promptly provide Qommodity with all necessary information in connection therewith.

11.1) Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Qommodity & its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Qommodity Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of QAA Tokens; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these . Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 11 and Section 13. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Qommodity.

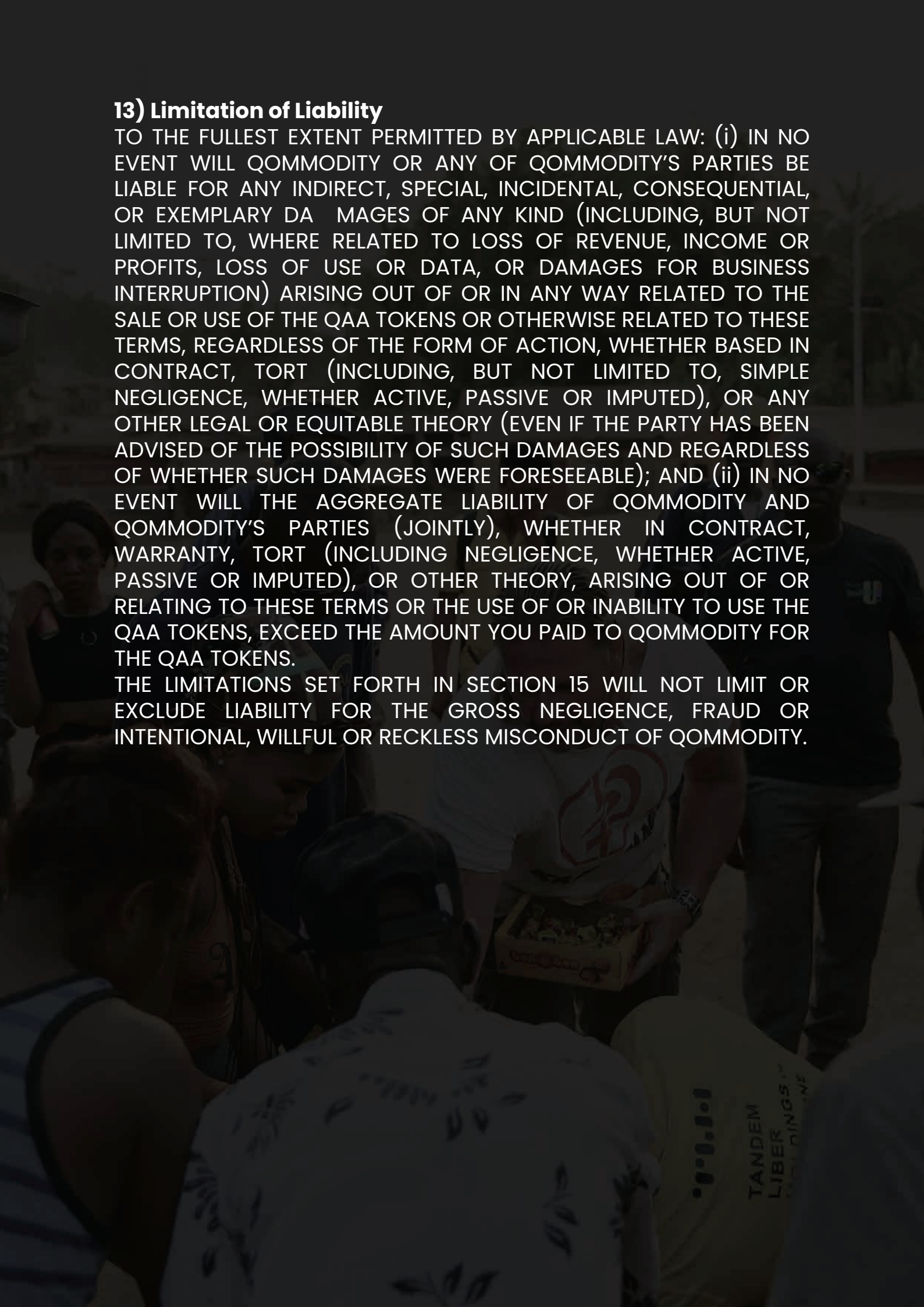
12) Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY QOMMODITY: (i) THE QAA TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND QOMMODITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE QAA TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT; (ii) QOMMODITY DOES NOT REPRESENT OR WARRANT THAT THE QAA TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE QAA TOKENS WILL BE CORRECTED; AND (iii) QOMMODITY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE QAA TOKENS OR THE DELIVERY MECHANISM FOR QAA TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS

13) Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT WILL QOMMODITY OR ANY OF QOMMODITY'S PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DA MAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE QAA TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), 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 (ii) IN NO EVENT WILL THE AGGREGATE LIABILITY OF QOMMODITY AND QOMMODITY'S PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE QAA TOKENS, EXCEED THE AMOUNT YOU PAID TO QOMMODITY FOR THE QAA TOKENS.

THE LIMITATIONS SET FORTH IN SECTION 15 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF QOMMODITY.



14) Release

To the fullest extent permitted by applicable law, you release Qommodity and Qommodity's Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and Qommodity and Qommodity's Parties. You expressly waive any rights you may have under any other statute or common law principles 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.

15) Obligations

All QAA Tokens sold in the QAA Token Sale will be blocked for sale to prevent in your interest a possible disruption in the market with a maximum vesting period from 60 to 120 days. Qommodity reserves the right to burn QAA Tokens from wallets that violate our Terms and Conditions.

16) Dispute Resolution; Arbitration

Arbitration: Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either you or Qommodity seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, Disputes arising out of or in connection with these Terms, or in respect of any legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the England & Wales courts pursuant to England & Wales Laws and Rules. The place of arbitration will be by London, United Kingdom. Without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, all No Class Arbitrations, Class Actions or Representative Actions: Any Dispute arising out of or related to these Terms is personal to you and Qommodity and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

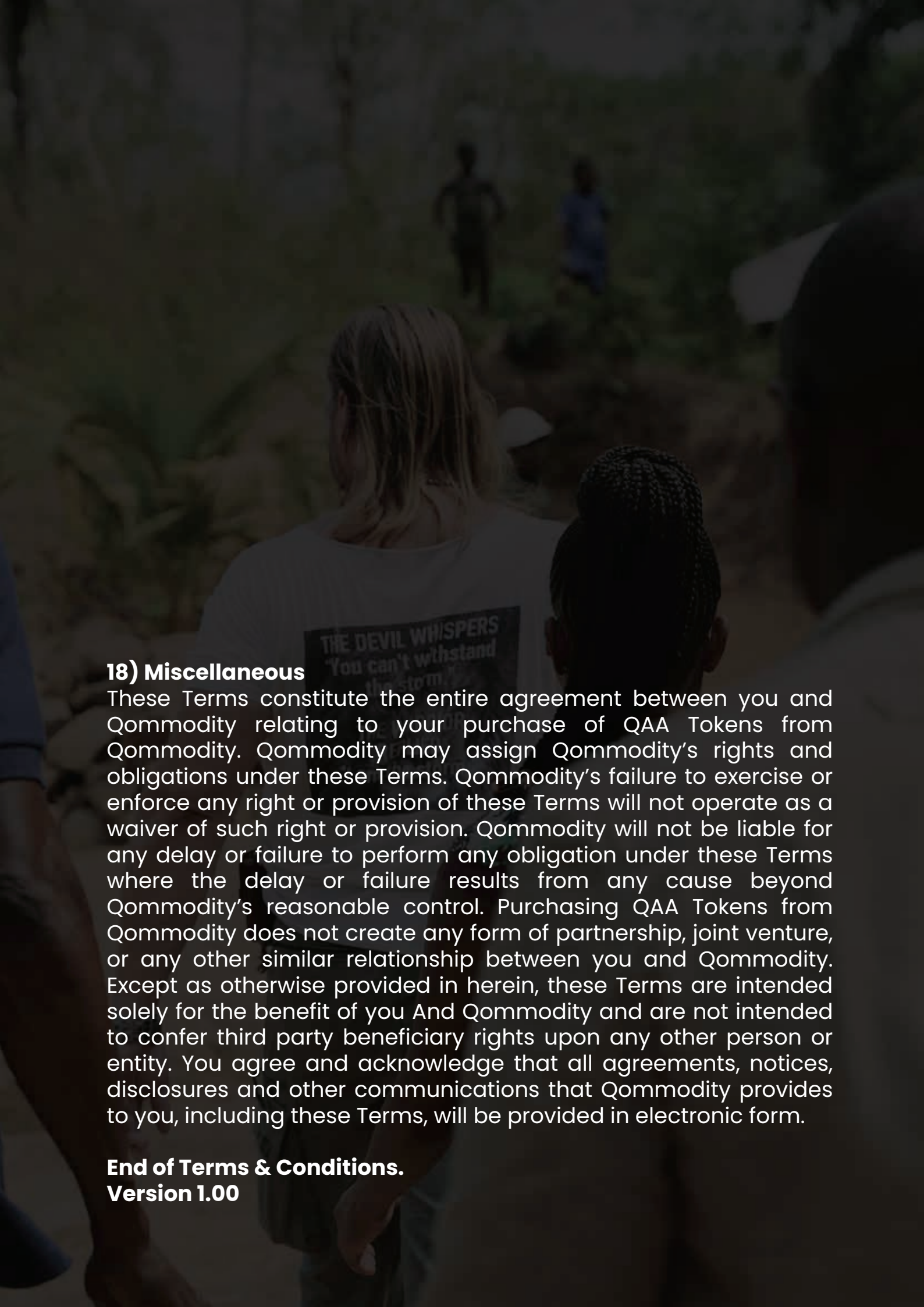
There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice; Informal Dispute Resolution: Each of you and Qommodity will notify the other party in writing of any arbitrable or small claims Dispute within 30 days of the date it arises, so that each of you and Qommodity can attempt in good faith to resolve the Dispute informally. Notice to Qommodity will be sent by e-mail to the Company at legal@qommodity.io. Notice to you will be by email to the email address provided to Qommodity. Your notice must include: (i) your name, postal address, email address & telephone number; (ii) a description in reasonable detail of the nature or basis of the Dispute; and (iii) the specific relief that you are seeking. If you and Qommodity cannot agree how to resolve the Dispute within 30 days after the date notice is received by the applicable party, then either you or Qommodity may, as appropriate and in accordance with this Section 17, commence an arbitration proceeding or, to the extent specifically provided for in Section 17, file a claim in court.

17) Governing Law & Venue

These Terms will be governed by and construed and enforced in accordance with the laws of England & Wales, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms that is not subject to arbitration will be resolved and governed through the courts of England & Wales.

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.



18) Miscellaneous

These Terms constitute the entire agreement between you and Qommodity relating to your purchase of QAA Tokens from Qommodity. Qommodity may assign Qommodity's rights and obligations under these Terms. Qommodity's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. Qommodity will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond Qommodity's reasonable control. Purchasing QAA Tokens from Qommodity does not create any form of partnership, joint venture, or any other similar relationship between you and Qommodity. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you And Qommodity and are not intended to confer third party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures and other communications that Qommodity provides to you, including these Terms, will be provided in electronic form.

End of Terms & Conditions.
Version 1.00