

# Terms and Conditions of the GODZ Crowd Sale Campaign



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The following Terms and Conditions (“Terms”) govern the sale of the cryptographic Token (“GODZ”) – the Token that is required to run the Godzillion distributed application (“Godzillion Decentralized Application”) on the Ethereum open source software platform, to purchasers of GODZ (“Purchasers” collectively, and “Purchaser” individually).

The Godzillion Decentralized Application is being developed primarily by a founder team -- many of whom will be receiving gifts of GODZ in acknowledgement of their dedication. The Godzillion Decentralized Application will continue to be developed by some of the founder team of developers, as well as by other developers who will be under a more formalized contracting or employment relationship. The group of developers and other personnel that is now, or will be, employed by, or contracted with, Mifuturofinanciero SpA (“mifuturo”) is termed the “Godzillion Team.”

**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 GODZ carries no rights, express or implied. Purchases of GODZ are non-refundable. Purchasers should have no expectation of influence over governance of the Godzillion Decentralized Application.

By participating in the sale of GODZ, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing GODZ 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 GODZ in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold mifuturo, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of mifuturo or our parent or affiliates, now or in the future and any other member of the Godzillion Team (collectively the “mifuturo Parties”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of GODZ.

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

Purchases of GODZ, the Godzillion Decentralized Application’s Token, 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), ether (ETH), and blockchain-based software systems.

While the Godzillion Team will provide general guidelines for users to use and store GODZ before the Godzillion Decentralized Application becomes operational, Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Godzillion Team will be available to assist Purchasers of GODZ during and after the sale, mifuturo will not be responsible for lost ETH or GODZ resulting from actions taken by, or omitted by Purchasers. Note that GODZ Purchasers should take great care to write down their wallet password and not lose it so as to be sure that they will be able to access their GODZ when it becomes available after the Crowd Sale.

**If you do not have such experience or expertise, then you should not purchase GODZ or participate in the Crowd Sale of GODZ.**

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

Cryptographic tokens that possess value in public markets, such as ETH, have frequently demonstrated extreme fluctuations in price over short periods of time, and might continue to do so in the future. A Purchaser of GODZ should be prepared to expect similar fluctuations, both down and up, in the price of GODZ denominated in ETH or United States dollars (“USD”) or other fiat money of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. mifuturo cannot and does not guarantee market liquidity for GODZ and therefore there may be periods of time in which GODZ 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 GODZ may be markedly different in different countries and this would likely be reflected in significant price discrepancies.

By purchasing GODZ, you expressly acknowledge and represent that you fully understand that GODZ may experience volatility in pricing and will not seek to hold any of the mifuturo Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the sale of GODZ.

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

The purchase of GODZ carries with it a number of risks. Prior to purchasing GODZ, 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 GODZ. By purchasing GODZ, and to the extent permitted by law, you are agreeing not to hold any of the mifuturo Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of GODZ, including losses associated with the risks set forth below.

## 1 What is Godzillion, the Decentralized Application?

A functional global micro finance market for Startups; voted, executed and recorded in the Ethereum Blockchain. Godzillion's design includes a Token that operates with the Smart Contract Architecture. This Token is named GODZ and allows Godzillion users to vote on Startups and earn rewards for voting. The GODZ Token enables the Startup market to link with ETH and to swap Startups Tokens. Because Godzillion is a decentralized application, all the records and settlement details are executed in accord with Ethereum practices, and are added to the Ethereum blockchain.

## 2 Overview of Crowd Sale of GODZ

The Godzillion Decentralized Application requires, for proper operation, and comprehensive utilization, a cryptographic Token called GODZ. mifuturo will produce and market a quantity of GODZ in a sale event called the Crowd Sale, to be conducted on its web site at <https://www.godzillion.io> ("the Crowd Sale"). Purchasers in the Crowd Sale will acquire GODZ in exchange for ETH at predefined sale prices over a period of thirty (30) days.

Purchasers of GODZ in the Crowd Sale will be awarded cryptographic receipts in the form of deposits in an "Ethereum private wallet" that will enable them to claim their purchase once the product has been developed and is ready for delivery.

## 3 Creation and Sale of GODZ

300,000,000 GODZ will be created (Tokens ERC20) at Godzillion's Token Crowdfunding Campaign (TCC) on the Ethereum Blockchain.

People will be able to buy 210,000,000 GODZ with ETH. The process will be executed with a Swap Smart Contract, which receives ETH and delivers GODZ to the ETH sender. A participant must send ether to the account after the start of the crowdfunding period (specified as the block number). Sending ETH to the designated address, they create Godzillion Tokens (GODZ) at the rate of 2,000 GODZ per 1 ETH. Crowdfunding ends when the pre-identified end block is created, or when the amount of ETH sent to the account reaches the maximum.

Another pool of 45,000,000 GODZ will be directly allocated to early contributors who have worked to develop the ideas, implementations, and supporting structures of the Godzillion project up to the time of the Crowd Sale. The size of this pool is 15% of the Total Quantity of GODZ.

A second pool of 45,000,000 GODZ will be directly allocated to the Godzillion Stiftung (Foundation) for payment of future expenses to be determined in its sole discretion. The size of this pool is 15% of the Total Quantity of GODZ.

## 4 Growth Rate of GODZ

300,000,000 GODZ will be created only once. The expected growth rate is 0%.

## 5 Timing of Sale

The Crowd Sale will begin at 22:00 GMT on Tuesday August 25, 2017.

(00:00 Midnight Central European Summer Time on Wednesday August 26, 2017)

The Crowd Sale will run for thirty (30) days and will end at 21:59:59 GMT on September 24, 2017.

mifuturo reserves the right to change the date when the Crowd Sale will begin and further reserves the right to extend the sale duration for any reason, including the unavailability of the website [www.godzillion.io](http://www.godzillion.io) or other unforeseen security or procedural issues. Though it does not currently anticipate doing so, mifuturo also reserves the right to shorten the sale duration for any reason.

## 6 Pricing and Initial Discount on Price of GODZ

As the crowdfunding of the Godzillion Project and the corresponding token creation process are organized around smart contracts running on Ethereum, participants willing to support development of the Godzillion Project can do so by sending ETH to the designated address. By doing so they create Godzillion Tokens (GODZ) at the rate of 2,000 GODZ per 1 ETH.

Purchasers will send ETH to the Godzillion Swap Smart Contract in order to receive GODZ. The amount of GODZ send back depends of the ETH sent. The purchase price is set during the total time frame of the campaign period. The purchase price is 2,000 GODZ per 1 ETH sent, (0.0005 ETH per 1 GODZ).

mifuturo reserves the right to change the duration of any affected discounting period for any reason, including the unavailability of the website [www.godzillion.io](http://www.godzillion.io) or other unforeseen procedural or security issues.

## 7 Disclosure of Purchases

In the spirit of openness, and to enable GODZ Purchasers to have as much information as possible to guide their decision-making process, mifuturo has developed an GODZ purchase mechanism that enables purchases to be tracked on the Ethereum blockchain.

Each Purchaser has the option to calculate the total number of GODZ sold to enable the Purchaser to develop an understanding of the size of the existing GODZ pool at the time of their GODZ purchase. mifuturo will make all purchases publicly visible on the Ethereum blockchain at a following address published on [www.godzillion.io](http://www.godzillion.io).

## 8 Purchase of GODZ from the GODZ Store on the godzillion.io Website

mifuturo will maintain a store interface, which can be used to purchase GODZ. The store interface will be available on the Godzillion Project website ([www.godzillion.io](http://www.godzillion.io)). Instructions for purchasing GODZ with ETH using the store interface will be embedded and available for review on the Godzillion website during the duration of the Crowd Sale.

Failure to follow these instructions may limit, delay, or prevent a Purchaser from obtaining GODZ. Any questions about these instructions should be directed to [helpdesk@godzillion.io](mailto:helpdesk@godzillion.io).

## 9 Obligation to Determine If Purchaser Can Purchase GODZ in Purchaser's Jurisdiction

The Crowd Sale constitutes the sale of a legal software product. This product sale is conducted by mifuturo, a Chilean company. It is the responsibility of each potential Purchaser of GODZ to determine if the Purchaser can legally purchase GODZ in the Purchaser's jurisdiction.

## 10 Acceptance of Terms and Conditions of the GODZ Sale

As a first step in the purchase process, mifuturo will present the Purchaser with these Terms, and associated documents, along with a checkbox. By clicking the checkbox, the Purchaser: (i) consents and agrees to the Terms and the GODZ Product Purchase Agreement; (ii) represents and warrants that the Purchaser is legally permitted to purchase GODZ in the Purchaser's jurisdiction and is legally permitted to receive products of Chilean origin; (iii) represents and warrants that the Purchaser is of a sufficient age to legally purchase GODZ or has received permission from a legal guardian who has reviewed and agreed to these Terms; (iv) represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of GODZ as set forth below; (v) represents and warrants that Purchaser is not exchanging ether (ETH) for GODZ for the purpose of speculative investment; (vi) represents and warrants that the Purchaser is acquiring GODZ for the use of the Godzillion decentralized application services or the purchase of tokens specific to forthcoming decentralized applications on the Ethereum Platform, or to facilitate development, testing, deployment and operation of Godzillion decentralized application on the Ethereum Platform; and (vii) represents and warrants that the Purchaser has an understanding of the usage and intricacies of cryptographic tokens, like ETH, and blockchain-based software systems.

## 11 Purchaser's Loss of the Purchase Password Will Cause the Loss of the Purchased GODZ

As part of the purchase process, and in order to purchase GODZ, the Purchaser will need to provide a password (the "Purchase Password"). The Purchase Password will be used to load the unique address and private key to the Purchaser's Ethereum account (which will store the purchased GODZ) into a wallet in the EtherBrowser when the system is operational.

Purchaser must keep the Purchase Password safe and not share it in any way or with anybody. The Purchase Password is essential for accessing the Purchaser's GODZ. Purchaser's loss of the Purchase Password will cause the loss of the purchased GODZ. Unauthorized access by any party to a Purchaser's Purchase Password along with access to the downloaded wallet, will enable that unauthorized party to access the purchased GODZ and the GODZ will be lost.

By purchasing GODZ, and to the extent permitted by applicable law, the Purchaser agrees not to hold any of the mifuturo Parties liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to, Purchaser's failure to properly secure and keep private the Purchase Password.

## 12 Receipt of GODZ and the Purchase Email

As part of the purchase process, and in order to purchase GODZ, a Purchaser will need to provide an email address (the "Purchase Email"). The Purchase Email will be used to email the Purchaser a confirmation with the purchased GODZ.

By purchasing GODZ, and to the extent permitted by applicable law, the Purchaser agrees not to hold any of the mifuturo Parties liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to, Purchaser's failure to properly secure his Ethereum wallet or delete the Purchase Email.

### **13 Purchaser's Loss of the Purchase Wallet Will Cause the Loss of the Purchased GODZ**

As part of the purchase process, the Purchaser will need a Purchase Ethereum Wallet. The Purchase Ethereum Wallet will be used as the Purchaser's Ethereum account which will store the purchased GODZ.

Purchaser must keep the Purchase Ethereum Wallet safe and not share it in any way with anybody. Purchaser must make copies of the Purchase Ethereum Wallet and securely store backup copies of the Purchase wallet in multiple locations. The Purchase Ethereum Wallet is essential for accessing the Purchaser's GODZ. Purchaser's loss of the Purchase Ethereum Wallet will cause the loss of the purchased GODZ. Unauthorized access by any party to a Purchaser's Purchase Ethereum Wallet along with access to the Purchase Password, will enable that unauthorized party to access the purchased GODZ and the GODZ will be lost.

By purchasing GODZ, and to the extent permitted by applicable law, the Purchaser agrees not to hold any of the mifuturo Parties liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to, Purchaser's failure to properly store, secure and keep private the Purchase Ethereum Wallet.

### **14 GODZ Will Only Be Available For Sale on the Godzillion Website**

mifuturo will only sell GODZ through the Godzillion website, available at [www.godzillion.io](https://www.godzillion.io). To the extent that any third-party website or service offers GODZ for sale during the Crowd Sale or facilitates the sale or transfer of GODZ in any way during the Crowd Sale or at any time up to the release of the GODZ, such third-party websites or services are not sanctioned by mifuturo or its parents and affiliates and have no relationship in any way with the mifuturo Parties. As a result, mifuturo prohibits the use of these third-party websites or services for the purchase of GODZ prior to the end of the Crowd Sale.

Purchasers should take great care that the site used to purchase GODZ has the following universal resource locator ("URL"):

<https://www.godzillion.io>

Please ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") as depicted in the image above and that the domain name is correct.

By purchasing GODZ, and to the extent permitted by applicable law, the Purchaser agrees not hold any of the mifuturo Parties liable for losses incurred by any person, entity, corporation, or group individuals or groups who uses a third-party service to purchase GODZ.

The only official and authorized GODZ sale website URL is <https://www.godzillion.io>

### **15 Limitations on the Purchase of GODZ**

In the interest of fairness and inclusiveness, mifuturo will apply certain limitations on the sale of GODZ.

In order to give as many interested parties as possible the opportunity to purchase GODZ in the Crowd Sale, mifuturo will restrict any single entity, person, corporation, or group from controlling more than 15% of the total GODZ sold by the end of the Crowd Sale. The purpose of this limitation is to ensure broad, global participation in the Genesis Sale.

Any individual, group, corporation, company, entity, or groups of legally connected entities (e.g., multiple entities with the same owner, or multiple entities in which one owns one or more of the others, or multiple entities who have entered into a joint venture) wishing to purchase more than 45,000,000 GODZ must contact mifuturo directly at [largepurchases@godzillion.io](mailto:largepurchases@godzillion.io) to clear the purchase.

When using the Crowd Sale web site for purchasing GODZ, each Purchaser agrees that, to the best of the Purchaser's knowledge, and after all necessary inquiries, the Purchaser will not cause any entity, person, group, company, corporation, or group of associated entities to control more than 45,000,000 GODZ.

### **16 mifuturo Will Not Purchase GODZ During Crowd Sale.**

mifuturo warrants that it will not purchase GODZ in its own sale. Furthermore, mifuturo warrants that it will not purchase GODZ from any third party, or acquire GODZ in any manner, or acquire future control of GODZ during the period of the Crowd Sale.

### **17 Certain Risks Associated with the Purchase of GODZ**

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

### **17.1 Risk of Dissolution of The Godzillion Project Due To a Diminishment in the Value of the GODZ Sale Revenue**

All Purchasers are paying ETH to purchase GODZ. In the past few months the price of ETH in United States dollars has been relatively volatile. It is possible that the value of ETH will drop significantly in the future, depriving mifuturo of sufficient resources to continue to operate. In order to guard against this risk, mifuturo intends to periodically convert proceeds from the sale of GODZ into fiat currencies instead of ETH.

### **17.2 Risk of Losing Access to GODZ Due to Loss of a Wallet File or Password**

As noted above, GODZ will be stored in a Ethereum Wallet, which can only be accessed with a password selected by the Purchaser. If a Purchaser of GODZ does not maintain an accurate record of the Purchaser's password or loses the Ethereum Wallet private key, this will lead to the loss of GODZ.

As a result, Purchasers must safely store their password and the Ethereum Wallet Password in one or more backup locations that are well separated from the primary location. Additionally, the password and the wallet should never be stored together.

In order to access one's GODZ, the password that the Purchaser entered are required; loss of the Ethereum Wallet password, or leakage/theft, will lead to the loss of a Purchaser's GODZ.

### **17.3 Risk of Unauthorized Access to a Downloaded Wallet**

Any third party that gains access to the Purchaser's Purchase Ethereum Wallet password will be able to access the wallet. To guard against any improper access to the wallet, the Purchaser should select a highly secure Purchase Password for the Purchaser's GODZ Ethereum Wallet.

Purchaser must take care not to respond to any inquiry regarding their purchase of GODZ, including but not limited to, email requests purportedly coming from the [godzillion.io](http://godzillion.io) or similar looking domain.

### **17.4 Risk of Regulatory Action in One or More Jurisdictions**

Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. The Godzillion Decentralized Application and GODZ could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of mifuturo to continue to develop the Godzillion Decentralized Application.

### **17.5 Risk of Alternative, Unofficial Godzillion Networks**

Following the Crowd Sale, and the development of the initial version of the Godzillion Protocol and User Clients (i.e., version 1.0), it is possible that alternative unofficial Godzillion-based networks could be established, which utilize the same open source code and open source protocol underlying The Ethereum Platform. The official Godzillion Decentralized Application may compete with these alternative, unofficial Godzillion-based networks, which could potentially negatively impact the Godzillion Decentralized Application and GODZ. mifuturo may gain a competitive advantage being the party that developed the Godzillion Decentralized Application, but such advantages are far from absolute.

### **17.6 Risk of Insufficient Interest in the Godzillion Decentralized Application**

It is possible that the Godzillion Decentralized Application will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of Startups. Such a lack of interest could impact the development of the Godzillion Decentralized Application and potential uses of GODZ. mifuturo has contracted with developers to help build the Godzillion Decentralized Application and is working with other third-party developers around the world to create awareness and interest in the Godzillion Decentralized Application. However, it cannot predict the success of its own development efforts nor the efforts of other third parties.

### **17.7 Risk Associated With the Development of Other Platforms For Decentralized Applications**

mifuturo is one of several organizations, companies, and groups, attempting to build and deploy decentralized applications. It is possible that different technical paradigms than the ones being used in the current Ethereum Platform implementation are optimal. While mifuturo anticipates being a leader in the development of this technology, competition from these alternative platforms for decentralized applications may impact success of the Godzillion Project and the ability of mifuturo to operate in the future.

### **17.8 Risk that the Godzillion Decentralized Application, As Developed, Will Not Meet the Expectations of Purchaser**

The Purchaser recognizes that the Godzillion Decentralized Application is presently under development and may undergo significant changes before the total release. Purchaser acknowledges that any expectations regarding the form and functionality of the Godzillion Decentralized Application held by the Purchaser may not be met upon release of the Godzillion Decentralized Application,

for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Godzillion Decentralized Application.

#### **17.9 Risk that the Godzillion Decentralized Application May Never be Completed or Released**

Purchaser understands, that while the Godzillion Team will make reasonable efforts to complete the Godzillion software, it is possible that an official completed version of the Godzillion Decentralized Application may not be released and there may never be an operational Godzillion Decentralized Application.

#### **17.10 Risk of Theft**

Hackers or other groups or organizations may attempt to steal the ETH revenue from the Crowd Sale, thus potentially impacting the ability of mifuturo to develop the Godzillion Decentralized Application and operate Godzillion. To account for this risk, mifuturo has and will continue to implement comprehensive security precautions to safeguard the ETH obtained from the sale of GODZ.

Multi-factor security measures will be taken to protect ETH and GODZ including physical elements, Shamir's Secret Sharing Algorithm, 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.

#### **17.11 Risk of Security Weaknesses in the Godzillion Decentralized Application Core Infrastructure Software**

The Godzillion Decentralized Application rests on open-source software, and there is a risk that the Godzillion Team, or other third parties not directly affiliated with the mifuturo Parties, may introduce weaknesses or bugs into the core infrastructural elements of the Godzillion Decentralized Application causing the system to lose GODZ stored in one or more Purchaser accounts or other accounts or lose sums of other valued tokens issued on the Ethereum Platform.

mifuturo has taken steps to build, maintain, and secure the infrastructure of the Godzillion Decentralized Application, and will continue to do so after the Crowd Sale. For example, mifuturo intends to hire external consultants on a periodic basis to assess and audit the security of the Godzillion Decentralized Application and will work with cryptography and security experts to develop and employ best practices to audit the Decentralized Application.

#### **17.12 Risk of 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 the Godzillion Decentralized Application, which could result in the theft or loss of GODZ. To the extent possible, mifuturo intends to update the protocol underlying the Godzillion Decentralized Application to account for any advances in cryptography and to incorporate additional security measures, but cannot predict the future of cryptography or the success of any future security updates.

#### **17.13 Risk of a Ethereum Mining Attack**

As with other cryptocurrencies, the Ethereum blockchain used for the Godzillion Decentralized Application is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Godzillion Decentralized Application, expected proper execution and sequencing of GODZ and ETH transactions, and expected proper execution and sequencing of smart contract computations. Despite the efforts of the Godzillion Team, known or novel mining attacks may be successful.

#### **17.14 Risk of Rapid Adoption and Increased Demand for GODZ**

If the Godzillion Decentralized Application is rapidly adopted, the demand for GODZ could rise dramatically and at a pace that exceeds the rate with which GODZ holders can offer GODZ. Under such a scenario, the entire Godzillion Decentralized Application could become destabilized. In turn, this could dampen interest in the Godzillion Project and GODZ.

Instability in the demand for GODZ leading to oscillations and instability in the price of ETH as denominated in currencies that Godzillion-based businesses use to pay operating costs could result in Godzillion-based businesses being unable to continue to operate economically. This would represent losses to businesses or worst case, cause business to cease operations.

#### **17.15 Risk of Rapid Adoption and Insufficiency of Computational Application Processing Power on the Ethereum Network**

If the Godzillion Decentralized Application is rapidly adopted, the demand for transaction processing and distributed application computations could rise dramatically and at a pace that exceeds the rate with which Ethereum Blockchain miners can bring online additional mining power. Under such a scenario, the entire Godzillion Decentralized Application could become destabilized, due to the increased cost of running distributed applications. In turn, this could dampen interest in the Godzillion Project and GODZ.

Insufficiency of computational resources and an associated rise in the price of ETH could result in businesses being unable to acquire scarce computational resources to run their distributed applications. This would represent revenue losses to businesses or worst case, cause businesses to cease operations because such operations have become uneconomical due to distortions in the crypto-economy.

#### **18 All Purchases of GODZ Are Non-Refundable**

ALL PURCHASES OF GODZ ARE FINAL. PURCHASES OF GODZ ARE NON-REFUNDABLE. BY PURCHASING GODZ, THE PURCHASER ACKNOWLEDGES THAT NEITHER MIFUTURO NOR ANY OTHER OF THE MIFUTURO PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY GODZ THAT REMAINS UNUSED.

#### **19 Taxation of GODZ and Taxation Related to the Crowd Sale**

mifuturo makes no representations concerning the tax implications of the sale of GODZ or the possession or use of GODZ. The Purchaser bears the sole responsibility to determine if the purchase of GODZ with ETH or the potential appreciation or depreciation in the value of GODZ over time has tax implications for the Purchaser in the Purchaser's home jurisdiction.

Purchasing GODZ, and to the extent permitted by law, the Purchaser agrees not hold any of the mifuturo Parties liable for any tax liability associated with or arising from the purchase of GODZ.

#### **20 Privacy**

Although mifuturo requires that Purchasers provide an email address, mifuturo will not publish any identifying information related to an GODZ purchase, without the prior written consent of the Purchaser.

Purchasers may be contacted by email by mifuturo regarding a purchase. Such emails will be informational only. mifuturo will not request any information from Purchasers in an email.

#### **21 Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING GODZ AT THE PURCHASER'S SOLE RISK AND THAT GODZ IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NONE OF THE MIFUTURO PARTIES WARRANT THAT THE PROCESS FOR PURCHASING GODZ WILL BE UNINTERRUPTED OR ERROR-FREE.

#### **22 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, GODZ OR THE GODZILLION DECENTRALIZED APPLICATION 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 MIFUTURO 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, GODZ.

THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT MIFUTURO PARTIES ARE NOT LIABLE, AND THE PURCHASER AGREES NOT TO SEEK TO HOLD ANY OF THE MIFUTURO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF GODZ, AND THAT THE RISK OF PURCHASING AND USING GODZ RESTS ENTIRELY WITH THE PURCHASER.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE MIFUTURO PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO MIFUTURO FOR THE PURCHASE OF GODZ.

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 OF MIFUTURO.

### **23 Jurisdiction of the Sale**

The legal entity conducting the Crowd Sale, Mifuturofinanciero SpA, is organized in the Canton of Santiago, under the laws of Chile.

### **24 Dispute Resolution**

All disputes, controversies or claims arising out of, relating to, or in connection with the Terms, the breach thereof, or mifuturo's sale of GODZ or use of the Godzillion Decentralized Application shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) 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 Chile. If the Court determines that three arbitrators are necessary, then each party shall have 30 days to nominate an arbitrator of its 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 Chile. 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 Chile 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.

### **25 Force Majeure**

mifuturo 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.

### **26 Complete Agreement**

These Terms along with the GODZ Product Purchase Agreement, sets forth the entire understanding between each Purchaser and mifuturo with respect to the purchase and sale of GODZ.

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 GODZ and supersede any public statements about the Crowd Sale made by third parties or by Godzillion Team or individuals associated with any mifuturo Parties, past and present and during the Crowd Sale.

### **27 Severability**

The Purchaser and mifuturo agree that if any portion of these Terms or the GODZ Product Purchase 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 GODZ Product Purchase Agreement, which shall continue to be in full force and effect.

## **28 No Waiver**

The failure of mifuturo to require or enforce strict performance by the Purchaser of any provision of these Terms or the GODZ Product Purchase Agreement or mifuturo's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of mifuturo's right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by mifuturo of any provision, condition, or requirement of these Terms or the GODZ Product Purchase 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 mifuturo 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 mifuturo.

## **29 Updates to the Terms and Conditions of the GODZ Crowd Sale**

mifuturo reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms, at any time during the sale by posting the amended Terms on the Godzillion website (<https://www.godzillion.io>). Any Purchaser will be deemed to have accepted such changes by purchasing GODZ.

The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and mifuturo. 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 GODZ.

## **30 Cooperation with Legal Authorities**

mifuturo 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 Godzillion project — transparency — mifuturo will endeavor to publish any legal inquiries upon receipt.

## **31 Further Information**

For further information regarding the GODZ Crowd Sale, please contact [helpdesk@godzillion.io](mailto:helpdesk@godzillion.io).

Dated August 03, 2017