



AmmoCrypt

Cryptocurrency of a Higher Caliber™

Terms and Conditions

Version 1.3

January 15, 2024

(Prior Versions are Obsolete)

IMPORTANT: These AmmoCrypt Token Terms of Sale and Service jointly govern AmmoCrypt Tokens and the Site Services (each as defined below). By purchasing or receiving AmmoCrypt Tokens (by any means), transferring or selling AmmoCrypt Tokens, or accessing or using any of the Site Services, you acknowledge that you have read, understand, and completely agree to be bound by these Terms and agree that these Terms may be amended, changed, or updated by AmmoCrypt at any time and without prior notice to you.

ARTICLE I: DEFINITIONS

In these Terms and all documents incorporated herein by reference, the following capitalized words have specific meanings which are defined within this Article. If the word appears in an uncapitalized manner, then the accepted literary definition shall apply.

(a) “Affiliate” means, in relation to either Party, a direct or indirect subsidiary of the Party, a holding company of the Party, and any other subsidiary of that holding company. In the event of AmmoCrypt, Affiliate also includes any legal entity that is more than 25% beneficially owned by AmmoCrypt or an Affiliate. In the event the Party is a natural person, Affiliate includes any spouse, sibling, parent, or legal entity that is more than 25% beneficially owned by the Party or any Affiliate.

(b) “AML” means anti-money laundering, including, all Laws applicable to the Parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, Fiat, or Digital Tokens, including the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, terrorism, or Economic Sanctions violations, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing.

(c) “AmmoCrypt” means collectively, Lavarient Holdings, Ltd., AmmoCrypt Holdings, LLC., and any Affiliates and Associates thereof.

(d) “AmmoCrypt Physical Reserves” or “Physical Reserves” or “Crypt” means the quantity of Ammunition that is owned by AmmoCrypt and managed by a Custodian against which AmmoCrypt Token holders may exercise drawing rights for physical delivery of Ammunition through the permanent relinquishment of their AmmoCrypt Tokens.

(e) “AmmoCrypt Token” means any digital asset issued by AmmoCrypt.

(f) “AmmoCrypt Kaliber Token” means any AmmoCrypt Token that represents and is backed by one (1) round of physical ammunition of the corresponding caliber that is Readily Deliverable from the AmmoCrypt Physical Reserve.

(g) “AmmoCrypt Utility Token” means an AmmoCrypt Token that has no asset backing but is used to perform certain useful and desirable functions within the AmmoCrypt Ecosystem. The “YEET Token” is type of AmmoCrypt Utility Token.

(h) “Ammunition” means small arms ammunition that is held by the AmmoCrypt Physical Reserves against which AmmoCrypt Kaliber Tokens may be issued.

(i) **“Anti-Corruption”** means all Laws applicable to each Party prohibiting corruption or bribery of Government Officials, kickbacks, inducements, and other related forms of commercial corruption or bribery.

(j) **“Associates”** means AmmoCrypt and each and every one of its Affiliates and Custodians and each of AmmoCrypt's and its Affiliates' and Custodians' shareholders, directors, officers, Affiliates, employees, contractors, agents, partners, insurers, and attorneys.

(k) **“CCL”** means the Commerce Control List of the US Department of Commerce Bureau of Industrial Security.

(l) **“Consumptive Asset”** means a type of asset that is intended to be consumed during its typical use. Ammunition is an example of a Consumptive Asset, as it is “consumed” during the act of firing a weapon.

(m) **“Controlling Person”** means any natural Person who owns more than a 25 percent interest in any Person or Affiliate.

(n) **“Copyrights”** has the meaning set out in Article XX.2 of these Terms.

(o) **“Crypt”** has the same meaning as “AmmoCrypt Physical Reserves”.

(p) **“Custodian”** means the custodian(s) who have been contracted for management of the AmmoCrypt Physical Reserves.

(q) **“CRS”** means the common reporting standard or the Standard for Automatic Exchange of Financial Account Information.

(r) **“CTF”** means counter-terrorist financing.

(s) **“Defense Article”** means any item or technical data that is specifically designed, developed, configured, adapted, or modified for a military, missile, satellite, or other controlled use listed on the USML.

(t) **“Digital Tokens”** means a digital representation of value that functions as (i) a medium of exchange; (ii) a unit of account; (iii) a store of value, and/or (iv) other similar digital representations of rights or assets, which is neither issued nor guaranteed by any country or jurisdiction, typically including blockchain-based assets or rights including sovereign cryptocurrency or virtual currency such as AmmoCrypt Tokens.

(u) **“Digital Tokens Address”** means an alphanumeric identifier that represents a potential destination for a Digital Tokens transfer, which typically is associated with a user's Digital Tokens Wallet. This definition also includes any registered domain name address (i.e., blockchain or

Ethereum Name System, or similar) used to reduce the Digital Tokens Address to a convenient human-readable form.

(v) “Digital Tokens Wallet” means a software application, hardware device, or other mechanism that provides a means for holding, storing, and transferring Digital Tokens, including a user’s Digital Tokens Address, Digital Tokens balance, and cryptographic keys.

(w) “Economic Sanctions” means financial sanctions, trade embargoes, export or import controls, anti-boycott, and restrictive trade measures enacted, administered, enforced, or penalized by any applicable Laws, including those relating to AmmoCrypt or trade in Ammunition or Defense Articles.

(x) “Export Permit” means a specific type of Government Approval authorizing the export of CCL or Defense Articles from their origin country to a foreign country of end-use.

(y) “FATCA” means the United States Foreign Account Tax Compliance Act, as enacted by Title V, Subtitle A of the Hiring Incentives to Restore Employment Act, P.L 111-147 (2010), as amended.

(z) “FATF” means the Financial Action Task Force.

(aa) “Fiat” means the money or currency of any country or jurisdiction that is designated as legal tender, and circulated, customarily used, and accepted as a medium of exchange in the country or jurisdiction of issuance.

(bb) “FinCEN” means the Financial Crimes Enforcement Network of the U.S. Department of the Treasury.

(cc) “FRA” means the Financial Reporting Authority of the Cayman Islands; the FRA is the financial intelligence unit with the responsibility of receiving, requesting, analyzing and disseminating financial information concerning the proceeds of criminal conduct, money laundering and the financing of terrorism.

(dd) “Government” means any national, federal, state, municipal, local, or foreign branch of government, including any department, agency, subdivision, bureau, commission, court, tribunal, arbitral body, or other governmental, government appointed, or quasi-governmental authority or component exercising executive, legislative, juridical, regulatory, or administrative powers, authority, or functions of or pertaining to a government instrumentality, including any parasternal company, or state-owned (majority or greater) or controlled business enterprise.

(ee) “Government Approval” means any authorization, license, permit, consent, approval, franchise, concession, lease, ruling, certification, exemption, exception, filing or waiver by or with any Government necessary to conduct the business of either Party or the execution, delivery and performance of the Site Services or any transaction entered into under these Terms.

(ff) “Government Official” means an officer or employee of any Government, a director, officer, or employee of any instrumentality of any Government, a candidate for public office, a political party or political party official, an officer or employee of a public international organization, and any Person who is acting in an official capacity for any of the foregoing, even if such Person is acting in that capacity temporarily and without compensation.

(gg) “Laws” means all laws, statutes, orders, regulations, rules, treaties, and/or official obligations or requirements enacted, promulgated, issued, ratified, enforced, or administered by any Government that apply to you or the Site.

(hh) “Losses” means, collectively, any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including attorneys’ fees or the costs of any claim or suit), including any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses.

(ii) “Marks” has the meaning set out in [Article XX.1](#) of these Terms.

(jj) “Non-Redeemable Token” means an AmmoCrypt Token that is restricted from use in Physical Delivery of Ammunition from the AmmoCrypt Physical Reserves. This can include, without limitation, AmmoCrypt Kaliber Tokens that were purchased with certain restrictions in a private sale and purchase agreement, or those that are vested, staked, or otherwise ineligible for transfer of redemption.

(kk) “OFAC” means Office of Foreign Assets Control of the U.S. Department of the Treasury.

(ll) “Person” includes an individual, association, partnership, corporation, company, other body corporate, trust, estate, and any form of organization, group, or entity (whether or not having separate legal personality).

(mm) “Personal Information” has the meaning set out in the Privacy Policy.

(nn) “Physical Delivery” means the optional, user-initiated act of exchanging the appropriate quantity of AmmoCrypt Kaliber and Utility Tokens to create a unique, non-marketable, transaction-specific non-fungible token (“NFT”) that is then exchanged within the AmmoCrypt Ecosystem for the specified quantity of Ammunition from the AmmoCrypt Physical Reserve.

(oo) “Prohibited Jurisdiction” means any of: Cuba, Democratic People’s Republic of Korea (North Korea), Iran, Russia, Syria, Venezuela, or Crimea (a region of Ukraine annexed by the Russian Federation).

(pp) “Prohibited Person” means a citizen or resident of, Government or Government Official of, or Person in or subject to the jurisdiction of, any Prohibited Jurisdiction; and any Sanctioned Person.

(qq) “Prohibited Use” has the meaning set out in Article X of these Terms.

(rr) “Readily Deliverable” means that portion of the AmmoCrypt Physical Reserve meeting any of the following conditions: (i) Is physically in the custody of the AmmoCrypt or its Custodian(s). (ii) Is in the possession of a common carrier (trucking company, steamship line, etc.) as evidenced by a bill of lading showing AmmoCrypt’s Custodian as consignee and is fully insured against loss or damage while in transit. (iii) Is under contract for delivery within 90 days from a supplier. (iv) Is otherwise considered serviceable and available for sale (IE: is not subject to damage, recall, or from lots otherwise not meeting acceptance criteria).

(ss) “Sanctions List” means the “Specially Designated Nationals and Blocked Persons” (“SDN”) List and the Non-SDN List, including the “Sectoral Sanctions Identifications List”, published by OFAC; the Section 311 Special Measures for Jurisdictions, Financial Institutions, or International Transactions of Primary Money Laundering Concern published by FinCEN; and, any other foreign terrorist organization or other sanctioned, restricted, or debarred party list published by the FRA, FIAU, or under Economic Sanctions, AML, or CTF Laws of or by Governments of Malta, the United States and the United Nations.

(tt) “Sanctioned Person” refers to any Person or Digital Tokens Address that is: (i) specifically listed in any Sanctions List; (ii) directly or indirectly owned 50 percent or more by any Person or group of Persons in the aggregate, or a Digital Tokens Wallet associated with such Person or Persons, referred to in any Sanctions List, or Government or Government Official of any Prohibited Jurisdiction; or (iii) that is subject to any Government Approval or otherwise sanctioned, restricted, or penalized under applicable Economic Sanctions, AML, or CTF Laws.

(uu) “Tax Information Exchange Laws” means Laws relating to the exchange of information relating to taxes between Governments, including FATCA and CRS.

(vv) “Terms” means these Terms and Conditions of Sale and Service, as they may be changed, amended, or updated from time to time, including any documents incorporated therein by reference.

(ww) “United States” or “U.S.” means the states of the United States and the District of Columbia.

(xx) “U.S. Account” means any account that is held by one or more U.S. Persons or non-U.S. entities that have one or more Controlling Persons who is a U.S. Person.

(yy) “U.S. Citizen or U.S. Resident” includes any U.S. citizen, U.S. lawful permanent resident, individual who meets the “substantial presence” test described in section 7701(b)(3) of the U.S.

Internal Revenue Code of 1986 (as amended), protected individual under section 1324b(a)(3) of the U.S. Immigration and Nationality Act, or individual who holds a passport issued by the United States Government.

(zz) “U.S. Financial Institution” means any U.S. Person and any of its affiliates, branches, offices, or agents incorporated, organized, or located in the United States that is engaged in the business of: (i) accepting deposits; (ii) making, granting, transferring, holding, or brokering remittances, loans, or credits; or (iii) purchasing or selling foreign exchange, securities, commodity futures or options, or procuring purchases and sellers thereof, whether as principal or agent, and this term applies to affiliates, branches, offices, and agencies of any foreign financial institution that are located in the United States or Territory or Insular Possession of the United States, but not such foreign financial institution’s affiliates, branches, offices, or agencies located outside the United States and Territory or Insular Possession of the United States.

(aaa) “USML” means United States Munitions List which acts to designate categories and types of equipment as defense articles and associated technical data.

(bbb) “U.S. Person” means a U.S. Citizen or U.S. Resident; a corporation, partnership, or other entity established or organized in or under the Laws of the United States; any estate of a decedent who was a U.S. Citizen or U.S. Resident; any trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust, and (ii) one or more United States Persons have the authority to control all substantial decisions of the trust; any Person organized or incorporated outside the United States in which any of the foregoing, whether singularly or in the aggregate, directly or indirectly (i) holds a 50 percent or greater equity interest by votes or value, (ii) holds a majority of seats or memberships on the board of directors of the entity, or (iii) authorizes, establishes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of the Person.

(ccc) “User Verification Token” or “UVT” means a type of AmmoCrypt Token that is issued to authorized Ecosystem users upon passing “*know your customer*” procedures. The UVT contains a unique encrypted string and is locked to the user’s Digital Tokens Wallet, so that it cannot be used by any other parties other than the user to whom it was issued. The UVT is used to sign certain Ecosystem transactions as a higher-security alternative to username/password combinations.

(ddd) “YEET Token” means a type of AmmoCrypt Utility Token with certain utility features that users may find desirable to perform within the AmmoCrypt Ecosystem; including the minting of new AmmoCrypt Kaliber Tokens, taking physical delivery of Ammunition, among other functions.

(eee) “you” or “your” means the user.

(fff) “Virus” means any computer programming script or code with a purpose to, effect of or that could be reasonably be expected to: (i) cause any unplanned interruption of the operation of a website or computer systems, (ii) unauthorized use of a website or computer systems, (iii)

altering, destroying, or inhibiting the use of a website, software or computer systems; or (iv) block access to, or prevent the use or accessibility of a website or computer systems.

ARTICLE II: APPLICABILITY OF THESE TERMS

II.1 These Terms apply to any and all users of ***AmmoCrypt.io***, as well as any other subdomains, websites, distributed, mobile, or Web3 applications (“Apps”), data feeds, advanced programming interfaces (“API”) provided by AmmoCrypt (collectively, the “Site”). You should read these Terms carefully to determine which provisions apply to you.

II.2 These Terms will continue to apply to you in respect to all services on the Site. By accessing or interacting with the Site, purchasing an AmmoCrypt Token through the Site, transferring AmmoCrypt Tokens into or out of an Digital Tokens Wallet, or seeking to redeem any of the AmmoCrypt Tokens through the Site for Physical Delivery (collectively or individually, the “Site Services”), the user (referred to herein as “you” or “your”) agrees to these Terms and that any purchaser or other transferee of the AmmoCrypt Tokens of the user shall be subject to these Terms.

II.3 By purchasing or acquiring an AmmoCrypt Token in any way other than through the Site (for example, though a centralized or decentralized exchange), the purchaser (also referred to herein as “you” or “your”) also agrees to these Terms and that any subsequent purchaser or other transferee of the AmmoCrypt Tokens of the user shall be subject to these Terms.

ARTICLE III: MODIFICATIONS AND AMENDMENTS TO THESE TERMS

III.1 These Terms and any documents incorporated herein may be amended, changed, or updated by AmmoCrypt at any time and without prior notice to you. No consent of any Person is required for AmmoCrypt to issue any modification or amendment to these Terms or any documents incorporated herein.

III.2 In the event that you do not agree to the resulting terms and conditions contained within any modifications or amendments to these Terms or any documents incorporated herein, your sole remedy is to discontinue use of the Site and Site Services, sell or liquidate your holdings of AmmoCrypt Tokens via any means available to you, and close any account you may have with AmmoCrypt.

ARTICLE IV: GENERAL GRANT OF LICENSE TO USE SITE AND SITE SERVICES

IV.1 If you (a) have a Digital Tokens Wallet, (b) are not a Prohibited Person, (c) do not operate your Digital Tokens Wallet for the benefit of a Prohibited Person, and (d) comply with these Terms, AmmoCrypt grants you the limited right to use the Site Services. The right to use the Site Services is a personal, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited license, and it is subject to the limitations and obligations in these Terms.

IV.2 Nothing in these Terms gives you any license (other than as set out in this Article), right, title, or ownership of, in, or to the Site, any of the Site Services, the Copyrights or the Marks. AmmoCrypt may suspend or terminate the provision of Site Services to you or freeze or terminate your ability to Transfer AmmoCrypt Tokens, as required by applicable Laws or where AmmoCrypt determines that you have violated, breached, or acted inconsistent with any of these Terms.

ARTICLE V: GENERAL RESTRICTIONS AND ADVISORIES ON USE OF SITE AND SITE SERVICES

V.1 Only eligible Persons are permitted to access or use the Site Services. Any Person that is not eligible that utilizes the Site Services or that accesses the Site will be in breach of these Terms and may have any Fiat, Digital Tokens, funds, proceeds or other property, confiscated by AmmoCrypt, in addition to other remedies that may be available to AmmoCrypt.

V.2 The access or use of AmmoCrypt Tokens, the Site, and/or any of the Site Services is void where such access or use is prohibited by, would constitute a violation of, or would be subject to penalties under applicable Laws.

V.3 Every Prohibited Person is strictly prohibited from directly or indirectly holding or owning AmmoCrypt Tokens in any way or otherwise transacting on or using any AmmoCrypt Tokens, the Site Services or the Site.

V.4 No Digital Tokens Wallet may be operated for and no order or transaction in AmmoCrypt Tokens or in a Digital Tokens Wallet may be for the financial or other benefit of a Prohibited Person.

V.5 The AmmoCrypt Tokens and Site Services are complex and carry a high level of risk and are not appropriate for persons who do not possess the appropriate level of knowledge and experience to deal in them. AmmoCrypt has not assessed the suitability of the AmmoCrypt Tokens or Site Services for you, or any group of users. Under no circumstances should any comment or statement which may be made by AmmoCrypt or any of its Associates toward you be considered as investment or legal advice and should not be relied upon as such.

ARTICLE VI:

ENTIRE AGREEMENT AND DOCUMENTS INCORPORATED BY REFERENCE

VI.1 These Terms, together with the current versions of any documents incorporated by reference, constitute the entire agreement and understanding with respect to your holdings of AmmoCrypt Tokens and the access or use of any Site Services.

VI.2 The current versions of the following documents are incorporated into these Terms by reference: the *AmmoCrypt Token Risk Disclosure Statement*; the *Privacy Policy*; the *Government Information Requests Policy*; the *AmmoCrypt Physical Delivery Policy*. Each document incorporated by reference may be amended, changed, or updated by AmmoCrypt at any time and without prior notice to you.

VI.3 All transactions involving the redemption of AmmoCrypt Tokens for Physical Delivery of Ammunition may be subject to fees, taxes, and shipping charges levied by AmmoCrypt or others as set out and updated in the *AmmoCrypt Physical Delivery Policy*, or as otherwise agreed between you and AmmoCrypt.

ARTICLE VII: DOCUMENT ORDER OF PRECEDENCE

VII.1 In the event of any conflict between these Terms and any other pages, policies, terms, conditions, licenses, limitations, or obligations contained within or on this Site, these Terms shall prevail.

VII.2 Notwithstanding the foregoing, in the event you purchased AmmoCrypt Tokens directly via a private sale with AmmoCrypt, the terms of the Private Token Sale and Purchase Agreement (“SPA”) may contain certain provisions in conflict with these Terms. In such cases, the terms within the SPA shall take precedence over these Terms for the period contained within the respective SPA, or until you sell or otherwise transfer your AmmoCrypt Tokens.

ARTICLE VIII: YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to AmmoCrypt on each day on which you acquire or hold AmmoCrypt Tokens, or utilize or access the Site or the Site Services, in each case with reference to the facts and circumstances existing at such date, as follows:

(a) that, if you are an individual user, you are 18 years of age or older and that you have the capacity to contract under applicable Laws;

(b) that, if you are registering to use or using the Site on behalf of a legal entity, (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) is not insolvent, in receivership, or has filed or is contemplating filing for Bankruptcy or similar protections from creditors available to it within any jurisdiction where it legally operates; and (iii) you, and any individuals utilizing the services on behalf of the legal entity are duly authorized by such legal entity to act on its behalf;

(c) that you understand the risks associated with using the Site, that you are not prohibited or restricted from using the Site by [Article V](#) or any other provisions of these Terms, and that you are not otherwise prohibited by applicable Laws from using, or acting for the benefit of another Person that is prohibited or restricted from using the Site;

(d) that you have had the opportunity to seek legal, accounting, taxation and other professional advice regarding these Terms and the Site Services;

(e) that you will not use the Site or any Site Services in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or to further, any breach of applicable AML Laws or CTF Laws, or to deal in any unlawful Digital Tokens, Fiat, property, funds, or proceeds;

(f) that you will not trade or otherwise transact on the Site or use any Site Services with anything other than Fiat, funds, or Digital Tokens that have been legally obtained by you, that belong to you, and that are free and clear of all liens, claims, and/or encumbrances;

(g) that you are currently in compliance with, and must, at your own cost and expense, comply with all Laws that relate to or affect the Site Services conducted under these Terms, including AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, Tax Information Exchange Laws or other tax Laws;

(h) that you consent to any and all tax and information reporting under AML Laws, CTF Laws, Anti-Corruption Laws, Economic Sanctions Laws, Tax Information Exchange Laws or other tax Laws as AmmoCrypt may reasonably determine;

(i) that neither you nor any of your Affiliates shall use any Digital Tokens, Fiat, property, proceeds or funds subject to the Site Services of the Site directly or indirectly (i) on behalf of or for the benefit of a Prohibited Person or any Person subject to the jurisdiction of a Prohibited Jurisdiction, except where authorized under any Government Approval or not restricted by applicable Laws; (ii) in violation of or as prohibited, restricted, or penalized under applicable Economic Sanctions Laws; or (iii) in any way that would violate, be inconsistent with, penalized under, or cause the omission of filing of any report required under applicable AML Laws, CTF Laws, or Economic Sanctions Laws;

(j) that you have not (i) violated; (ii) been fined, debarred, sanctioned, the subject of Economic Sanctions-related restrictions, or otherwise penalized under; (iii) received any oral or written notice from any Government concerning actual or possible violation by you under; or (iv)

received any other report that you are the subject or target of sanctions, restrictions, penalties, or enforcement action or investigation under, any applicable Laws, including AML Laws, CTF Laws, Anti-Corruption Laws, or Economic Sanctions Laws;

(k) that neither you nor any of your Affiliates is: (i) itself or owned (beneficially or of record) or controlled by a Sanctioned Person; (ii) involved in any transaction, transfer, or conduct, whether or not by using or receiving the Site Services from any AmmoCrypt Tokens Wallet or Digital Tokens Address, that is likely to result in you or your Affiliates, shareholders, directors, officers, employees, agents, or partners becoming a Sanctioned Person; (iii) residing or domiciled in, or transferring Digital Tokens, Fiat, funds, or property to, from, or through any Digital Tokens Wallet, Digital Tokens Address or engaging in any transaction on the Site from a Prohibited Jurisdiction; (iv) a Government or Government Official of a Prohibited Jurisdiction or (v) otherwise a Prohibited Person;

(l) that neither you or any of your Affiliate's, shareholders, directors, officers, employees, agents, or partners has directly or indirectly offered, promised, given, or authorized any payment, or offered, promised, given, or authorized the giving of anything else of value, including any Digital Tokens or Fiat, to a Government Official or individual employed by another entity in the private sector in violation of any applicable Anti-Corruption Laws;

(m) that you will promptly comply with all information requests received from AmmoCrypt in the course of, directly or indirectly relating to, or arising from your activities on the Site or use of any Site Services. This specifically includes, but is not limited to, information requests associated with ongoing transaction monitoring, ongoing KYC, AML and Sanctions screening;

(n) that you will not falsify any Site or Site Services registration, or administration details provided to AmmoCrypt;

(o) that you will not falsify or materially omit any information or provide misleading or inaccurate information requested by AmmoCrypt in the course of, directly or indirectly relating to, or arising from your activities on the Site or use of any Site Services, including at registration or during administration or other due diligence processes, and that if any information provided to AmmoCrypt becomes incorrect or outdated, including information relating to your ownership, you will promptly provide corrected information to AmmoCrypt;

(p) that you shall employ reasonable anti-Virus, anti-malware and other software and techniques to protect you and your Digital Tokens Wallet from being the victim of a hack or of other malicious actions, so as to protect the integrity of your Digital Tokens Wallet and to keep such Digital Tokens Wallet and the access to the Site from your account out of the reach of other Persons;

(q) that you shall not introduce or transmit any Virus into the Site or AmmoCrypt and its Affiliates' computer systems;

(r) that you acknowledge and agree that the drawing rights granted to you by virtue of AmmoCrypt Token holdings are not segregated assets held in your name or for your benefit but reflected only in the books and records of AmmoCrypt until such time as a valid Physical Delivery request is received from you and successfully processed by AmmoCrypt (including payment of all fees, taxes, and charges associated with such Physical Delivery);

(s) that you acknowledge and agree that any instructions received or undertaken that have been signed by your wallet's valid private keys are deemed to be valid, binding, and conclusive regardless of whether there is any error resulting from an instruction made by you or on your behalf, any error resulting, directly or indirectly, from fraud or the duplication of any instruction made by you or on your behalf or the malfunction of any device or compromise of credentials used by you to deliver instructions, and that AmmoCrypt may act upon those instructions without any liability or responsibility attaching to it;

(t) that you will accurately and promptly report all income associated with your activity on the Site pursuant to applicable Laws and pay all taxes thereon; and

(u) that you will accurately and promptly inform AmmoCrypt if you know or have reason to know whether any of the foregoing representations or warranties no longer is correct or becomes incorrect.

ARTICLE IX: AMMOCRYPT'S KNOW YOUR CUSTOMER POLICIES

IX.1 AmmoCrypt is committed to providing safe, compliant, and reputable Site Services and to identify, detect, prevent, and report on money laundering, terrorist financing, and other improper activities under applicable AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws.

IX.2 AmmoCrypt performs a comprehensive and thorough user due diligence process and ongoing analysis and reporting. By agreeing to these Terms, you shall affirmatively certify that you are not a Prohibited Person, that you are not utilizing a Digital Tokens Wallet for the benefit of a Prohibited Person and must provide promptly all information requested and necessary to satisfy due diligence requirements and obligations pursuant to applicable Laws and the compliance policies or procedures of AmmoCrypt or any of its Affiliates.

IX.3 You agree to provide promptly any documentation, information, or records requested by AmmoCrypt at any time, including a self-certification permitting the determination of tax residence and status under Tax Information Exchange Laws. Such information may include self-certifications as to Controlling Persons and beneficial ownership of one or more legal entities.

IX.4 AmmoCrypt may retain certain information, documentation, and records on file pursuant to applicable Laws and its contractual relationships, and AmmoCrypt hereby expressly reserves

the right to keep such information, documentation, and records. Additionally, AmmoCrypt monitors for and assesses suspicious or sanctionable transactions under applicable AML, CTF, Anti-Corruption, and Economic Sanctions Laws. Our policies apply to all Digital Tokens, Fiat, and other funds or property being purchased or exchanged on or through the Site, or by you or your Affiliates.

IX.5 AmmoCrypt reserves the right to bar transactions from or to, to undertake enhanced due diligence, or to suspend or terminate the Site Services, or the creation or administration of any Digital Tokens Wallet for or with, any user for any reason (or for no reason) at any time, including the provisions of any portion of these Terms, subject to any limitations imposed by applicable Laws.

IX.6 In lieu of refusing registration, access or transfer of your AmmoCrypt Tokens, AmmoCrypt may, in its sole discretion, perform enhanced due diligence procedures. At all times, you may be subject to enhanced due diligence procedures in your use of the Site and any Site Service. If you decline to provide requested due diligence information or otherwise do not reply timely or substantively with the documentation or data requested, AmmoCrypt has the absolute discretion to suspend or terminate Site Services to you immediately.

ARTICLE X: PROHIBITED USES

X.1 So long as you use the Site or Site Services, or hold any AmmoCrypt Token, you may not, under any circumstances:

(a) use the Site or any Site Services in order to disguise the origin or nature of illicit proceeds of, or to further, any breach of applicable Laws, or to transact or deal in any contraband Digital Tokens, Fiat, funds, property, or proceeds;

(b) use the Site or any Site Services if any applicable Laws, including AML Laws, CTF Laws, Anti-Corruption Laws, and Economic Sanctions Laws, prohibit, penalize, sanction, or expose AmmoCrypt to liability for any Site Services furnished or offered to you or your Digital Tokens Wallet under these Terms;

(c) use the Site or any Site Services to evade taxes under the Laws of the Cayman Islands, the United States, or any other jurisdiction(s) applicable to you or the Site;

(d) purchase or redeem AmmoCrypt Tokens, or otherwise transact on the Site, or use any Site Services, with anything other than Fiat or Digital Tokens that have been legally obtained by you and that belong to you;

- (e)** trade using misleading or inaccurate information presented to the Site or to AmmoCrypt, or perpetrate, induce, or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach;
- (f)** use the Site or any Site Services to engage in conduct that is detrimental to AmmoCrypt, including but not limited to by engaging in any “sybil attack”, “DoS attack” or “griefing attack” or theft of any Digital Tokens, or upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property or interfere with the Site or any Digital Tokens;
- (g)** engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities;
- (h)** participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of any AmmoCrypt Token;
- (i)** falsify any account, Site registration, exchange, or administration details provided to AmmoCrypt or any of its Associates, impersonate another Person or misrepresent your affiliation with a Person;
- (j)** falsify or materially omit any information or provide misleading or inaccurate information requested by AmmoCrypt or any of its Associates, including at Site registration or during the course of administering any Site Services to you;
- (k)** access the Site or use any Site Services utilizing any virtual private network, proxy service, or any other third-party service, network, or product with the effect of disguising your IP address or location, or access the Site or use any Site Services from, or being subject to, the jurisdiction of any Prohibited Jurisdiction or Government or Government Official thereof;
- (l)** utilize a Digital Tokens Wallet, any Site Services or the Site for the financial or other benefit of a Prohibited Person; or
- (m)** violate, promote, or cause a violation of, or conspire or attempt to violate these Terms or applicable Laws.

X.2 Any use as described in this Article shall constitute a “Prohibited Use”. If AmmoCrypt determines or suspects that you have engaged in any Prohibited Use, AmmoCrypt may address such Prohibited Use through an appropriate sanction, in its sole and absolute discretion. Such sanction may include making a report to any Government, law enforcement, or other authorities, without providing any notice to you about any such report; confiscation of any Fiat, funds, property, proceeds, or Digital Tokens in any Digital Tokens Wallet that you have on the Site; and, suspending or terminating your access to any Site Services or Fiat, funds, property, or Digital Tokens from any Digital Tokens Wallet.

X.3 AmmoCrypt may, at its sole and absolute discretion, seize and deliver your property to any applicable Government, law enforcement, or other authorities where circumstances warrant or in accordance with Laws.

X.4 In addition to the foregoing, should your actions or inaction result in loss being suffered by AmmoCrypt or any of its Associates, you shall pay an amount to AmmoCrypt, or the Associate, to render AmmoCrypt or the Associate whole, including the amount of taxes or penalties that might be imposed on AmmoCrypt or the Associate resulting from your Prohibited Use.

ARTICLE XI: SALE AND PURCHASE OF AMMOCRYPT TOKENS

XI.1 AmmoCrypt may make AmmoCrypt Tokens available for purchase through the Site periodically. AmmoCrypt shall be free to determine the format of sale, participation restrictions, and offering price.

XI.2 Purchases of AmmoCrypt Tokens may, from time to time, be restricted to “Accredited Investors” as defined within the US Securities Act of 1933, or limited to residents or citizens of certain countries or regions. AmmoCrypt will advise you of the particular restrictions related to each sales offering and may, at your option, inform you when direct sales opportunities appropriate to you are available.

XI.3 Purchases of AmmoCrypt Tokens may be subject to minimum purchase and other requirements and to settlement conditions imposed by AmmoCrypt, whether or not set forth on the Site at the time of purchase. In addition, all sales are subject to these Terms. AmmoCrypt may, at its option accept payment in Digital Tokens (for example, Bitcoin, Ethereum), stablecoins or approved Fiat. AmmoCrypt or any of its Affiliates may purchase and resell AmmoCrypt Tokens for its own account.

XI.4 AmmoCrypt Tokens may be used, kept, or exchanged online wherever parties are willing to accept AmmoCrypt Tokens, or redeemed for associated specific drawing right interests in AmmoCrypt Physical Reserves, all subject to the limitations in these Terms. AmmoCrypt makes no representations or warranties that it will continue to sell new AmmoCrypt Tokens on comparable terms or on any terms in the future. AmmoCrypt Tokens may be issued by AmmoCrypt on multiple blockchains in its sole discretion, and AmmoCrypt Tokens trading on one blockchain may not be readily exchangeable for AmmoCrypt Tokens trading on a different blockchain.

XI.5 In order to purchase AmmoCrypt Tokens directly from AmmoCrypt or redeem AmmoCrypt Tokens for Physical Delivery through the Site, you must be a verified customer of AmmoCrypt. No exceptions will be made to this provision. The right to have AmmoCrypt Tokens redeemed or issued is a contractual right personal to you. We may also refuse to issue or sell AmmoCrypt

Tokens to, or redeem AmmoCrypt Tokens from, a verified customer in the event of any circumstances in violation of these Terms, including, circumstances in which AmmoCrypt believes that the purchase or Physical Delivery of AmmoCrypt Tokens would be contrary to Law or would otherwise expose AmmoCrypt to legal liability.

XI.6 AmmoCrypt Tokens are or may be issued on various decentralized and open-source blockchains and protocols. Blockchains and protocols can sometimes experience events called “forks” where an alternative version of a blockchain or protocol is created. Where forks occur, it is possible that multiple versions of a Digital Token available on such blockchain or protocol could be created, for example, one on each fork. Due to the nature of AmmoCrypt Tokens, if a fork creates two or more Digital Tokens which purport to be AmmoCrypt Tokens, it is only possible for one of those Digital Tokens to be a AmmoCrypt Token. As a result, in the event of a fork only the Digital Tokens on the blockchain or protocol that AmmoCrypt or its Affiliate announces on its website as being supported by AmmoCrypt or such Affiliate are AmmoCrypt Tokens. Any other Digital Tokens resulting from the fork are not AmmoCrypt Tokens.

XI.7 AmmoCrypt is under no obligation to support any particular blockchain or protocol, any forked version of any particular blockchain or protocol or any Digital Tokens resulting from a fork of a blockchain. Where a blockchain or protocol on which AmmoCrypt Tokens are issued is forked, AmmoCrypt may elect to suspend Services temporarily or for an extended period on little or no notice. AmmoCrypt will determine, at its sole discretion, whether to support a particular fork of a blockchain or protocol or whether to cease support for all version of a particular blockchain or protocol. Where AmmoCrypt determines to cease support for a particular blockchain or protocol, you will take all actions reasonably necessary to effectuate the migration of your AmmoCrypt Token to a supported blockchain or protocol identified by AmmoCrypt. AmmoCrypt assumes no liability or responsibility whatsoever arising out of or relating to any personal failure to effectuate such migration of your AmmoCrypt Token to another blockchain or protocol identified by AmmoCrypt.

XI.8 AmmoCrypt assumes no liability or responsibility whatsoever for any losses or other issues that might arise from AmmoCrypt electing to support or not support a particular blockchain or protocol, any forked version of any blockchain or protocol or any Digital Tokens resulting from a fork of a blockchain or protocol.

XI.9 It is also possible that a third-party could create a Digital Token which claims to be an alternative version of AmmoCrypt Tokens, such as by “wrapping” or “bridging” AmmoCrypt Tokens. These Digital Tokens are not AmmoCrypt Tokens and are not issued or supported by AmmoCrypt, nor can they be used to access any Site Services.

ARTICLE XII: AMMOCRYPT KALIBER TOKENS

XII.1 Each AmmoCrypt Kaliber Token represents a drawing right of one (1) round of Ammunition from the AmmoCrypt Physical Reserves that, when combined with the appropriate quantity of AmmoCrypt YEET Tokens, may be redeemed exclusively within the AmmoCrypt Ecosystem in exchange for the appropriate quantity and caliber of Ammunition.

XII.2 Possession of AmmoCrypt Kaliber Tokens does not confer upon you rights of ownership of any portion of the Physical Reserves, nor does it guarantee that you will be able to take Physical Delivery of Ammunition.

XII.3 The associated specific drawing right in the AmmoCrypt Physical Reserves represented by each AmmoCrypt Kaliber Token shall transfer to you upon your receipt of the corresponding AmmoCrypt Kaliber Token. Likewise, your interest in the associated specific drawing right terminates upon your disposition (whether by sale, transfer, redeeming, donating, or burning) of the corresponding AmmoCrypt Kaliber Token. In the event that you reside in a location where local laws prohibit your taking Physical Delivery of Ammunition, the drawing right shall be temporarily suspended for the period you are in possession of the AmmoCrypt Kaliber Tokens and shall resume automatically upon your disposition of such tokens.

XII.4 AmmoCrypt Kaliber Tokens are created within the AmmoCrypt Ecosystem when Ammunition is transferred to the Physical Reserves (Refer to [Article XV](#) below) and are initially issued to the party that transferred the Ammunition to the Physical Reserves in exchange for the Ammunition.

XII.5 When a user completes a successful Physical Delivery request via the AmmoCrypt Ecosystem, the Kaliber Tokens associated with the transaction are “burned” (permanently destroyed) and the appropriate quantity of Ammunition is withdrawn from the Physical Reserves and processed for shipment to the user.

XII.6 AmmoCrypt Kaliber Tokens Consumptive Assets in nature. Once redeemed for Physical Delivery, the Kaliber Tokens cannot be re-issued and the transaction cannot be reversed.

ARTICLE XIII: AMMOCRYPT YEET TOKENS

XIII.1 AmmoCrypt YEET Tokens (“YEET Tokens”) are the native Utility Tokens within the AmmoCrypt Ecosystem. YEET Tokens are required for users to interact with certain Ecosystem features, including the minting of Kaliber Tokens, taking Physical Delivery of Ammunition, and deploying new calibers and sub-types of Ammunition as Kaliber Tokens. There is no corresponding asset backing any YEET Tokens, as their economic value is derived solely from the market value of the functional utility they provide.

XIII.2 By initiating any Ecosystem transaction that requires YEET, you agree as follows:

(a) that you had the opportunity to review the amount of YEET required for the desired Ecosystem transaction prior to initiating such transaction (such information is available online at ammocrypt.io or directly at AmmoCrypt’s Web3 application), and you agree to such charge;

(b) that in addition to AmmoCrypt tokens, your desired Ecosystem transaction may require payment of gas fees in the native blockchain utility token. You agree to pay any such gas fees, as required and understand that your transaction may be delayed or not process as intended without sufficient gas paid by you in the blockchain’s native utility token;

(c) that certain desired Ecosystem transactions require that you have previously undergone “*Know Your Customer*” procedures and may require an additional User Verification Token to be issued to your Digital Tokens Address prior to initiating your desired Ecosystem transaction. (Please refer to [Article XIV](#) below for more information);

(d) that a portion of the YEET that are used for processing your desired Ecosystem transaction will be recycled to the AmmoCrypt Community Wallet for future sale and Ecosystem expansion, with the remaining portion “burned” (i.e. permanently destroyed). The ratio portion of YEET recycled to those burned is initially 90% recycled to 10% burned but may be changed by AmmoCrypt at any time and for any reason.

(e) that all Ecosystem transactions are irreversible and no refunds of YEET can be given once your Ecosystem transaction is confirmed by the blockchain.

XIII.3 The price charged by AmmoCrypt (in YEET) for processing transactions with any of the AmmoCrypt smart contracts may be changed at any time, for any reason, at AmmoCrypt’s sole discretion. Current costs are displayed online at ammocrypt.io and on the AmmoCrypt Web3 app.

ARTICLE XIV: USER VERIFICATION TOKENS

XIV.1 AmmoCrypt User Verification Tokens (“UVT”) are a type of non-fungible token that is issued to your specific Digital Tokens Wallet when you successfully complete “*know your customer*” procedures with AmmoCrypt. The UVT is non-transferrable from the Digital Token Wallet to which it was issued and contains no personally identifiable information. The data within the UVT is encrypted and can only be read by AmmoCrypt.

XIV.2 In order to perform the following Ecosystem activities, your Digital Tokens Wallet from which you sign your Ecosystem transactions must also contain a valid UVT:

(a) Purchasing AmmoCrypt Tokens from the Ecosystem direct (primary) sales smart contracts.

(b) Redeeming AmmoCrypt Tokens for Physical Delivery.

XIV.3 For the avoidance of doubt, the purchase, sale, and trade of AmmoCrypt Tokens on the open secondary market does NOT require a UVT. But if you wish to wish to redeem your AmmoCrypt Tokens (however obtained) for Physical Delivery, a UVT is required.

XIV.4 The UVT is valid for a maximum of three (3) years from the date of issuance but may be shorter based upon the expiration date of the documents used during KYC procedures. Upon expiration of the UVT, a new UVT must be obtained to continue to use Ecosystem smart contacts that require the presence of a UVT.

XIV.5 UVT's are ***non-transferrable*** from the Digital Tokens Wallet to which they were issued. If your Digital Tokens Address changes prior to the expiration of your UVT, you will need to have a new UVT issued to you. The process for completing this is available at *ammocrypt.io* and via the AmmoCrypt Web3 app.

XIV.6 Issuance or re-issuance of a UVT involves the payment of fees, payable in YEET. In addition, blockchain gas fees may be attributable to the UVT creation and transfer. You must have sufficient native blockchain tokens for the payment of gas fees attributable to you for the creation of the UVT.

XIV.7 Your Digital Tokens Wallet used for interaction with AmmoCrypt must be capable of accepting and storing non-fungible tokens ("NFT's"), as the UVT is a type of NFT. Please consult with your wallet provider to see if your Digital Tokens Wallet is NFT compatible. Several free Digital Tokens Wallet solutions are available and are widely used by the digital assets community. *Note that AmmoCrypt does not recommend or endorse any Digital Tokens Wallet solution as this should be based solely upon your use case, risk profile, comfort, and experience level with digital assets and is a decision solely up to you.*

**ARTICLE XV:
THE AMMOCRYPT PHYSICAL RESERVES**

XV.1 AmmoCrypt maintains Physical Reserves of Ammunition to cover the potential exercise of the sum total of drawing rights granted to AmmoCrypt Kaliber Token holders. Ammunition within the Physical Reserves is owned by AmmoCrypt, with the AmmoCrypt Kaliber Token holder possessing a drawing right against the Physical Reserves based upon the quantity of AmmoCrypt Kaliber Tokens.

XV.2 AmmoCrypt may issue AmmoCrypt Tokens up the Physical Reserve balance or each caliber at any time, at its sole discretion such that the quantity of redeemable tokens does not exceed the Reserve balance.

XV.3 Tokens that are restricted from Physical Delivery (“Non-Redeemable Tokens”) do not count toward the redeemable token balance and thus do not incur a requirement to have an equivalent balance in the Physical Reserves.

XV.4 The Physical Reserve balance includes that portion of the AmmoCrypt Physical Reserves that is Readily Deliverable.

XV.5 The AmmoCrypt Physical Reserve balances for each Kaliber Token are reported on-chain. Links to the appropriate on-chain data AmmoCrypt Physical Reserve information may be viewed online at the Site, subject to the Site’s availability.

XV.6 AmmoCrypt reports proof of reserves monthly as of the last day of each calendar month, on the later of the following: (i) on the first Friday after the end of each calendar month, or (ii) on the 5th of the following month. Monthly proof of reserves are prepared by AmmoCrypt. Third-party audits of Physical Reserves are performed at least annually.

XV.7 AmmoCrypt has contracted with the Custodian who holds the AmmoCrypt Physical Reserves on behalf of AmmoCrypt. The Custodian maintains insurance regarding its business in such amount and on such terms and conditions as it considers appropriate, which is not expected to cover the full replacement cost of AmmoCrypt Physical Reserves.

XV.8 There is a risk that some or all the AmmoCrypt Physical Reserves held by the Custodian could be lost, damaged or stolen or that access to some or all of the AmmoCrypt Physical Reserves could also be restricted by Government legal action. Upon the occurrence of such events, the ability of a token holder to exercise their drawing rights may be limited. Upon the occurrence of any such events, the provisions of Force Majeure in [Article XXIII](#) shall apply.

XV.9 The Physical Reserves are held in one or more secured locations that are not publicly accessible. Neither AmmoCrypt nor the Custodian permit visitors, including AmmoCrypt Kaliber Token holders or their representatives, access to inspect or view the Physical Reserves.

ARTICLE XVI: REDEMPTIONS OF AMMOCRYPT TOKENS AND PHYSICAL DELIVERY

XVI.1 *This section is for reference only. Physical Delivery shall not be available until the conclusion of the ICO.* Verified customers of AmmoCrypt who hold (i) the appropriate quantity of AmmoCrypt Kaliber Tokens, (ii) AmmoCrypt YEET Tokens, and (iii) a valid User Verification Token (“UVT”) may redeem such tokens for the Physical Delivery of Ammunition from the AmmoCrypt Physical Reserves subject to conditions (e.g., minimum quantities and increments), fees in accordance with the [AmmoCrypt Physical Delivery Policy](#) in effect at the time of initiating the Physical Delivery transaction.

XVI.2 By electing to initiate a Physical Delivery Transaction for Ammunition, the AmmoCrypt Token holder affirms that they are lawfully entitled to receive and possess physical ammunition in the jurisdiction of their intended delivery and that they are the intended end-user of the ammunition. This is in addition to all other representations and warranties made by the user in Article VIII of these Terms, as well as any other representations and warranties made by the user in the AmmoCrypt Physical Delivery Policy.

XVI.3 AmmoCrypt will make commercially reasonable efforts to process a verified customer request for Physical Delivery. However, AmmoCrypt does not guarantee any particular service levels or processing timeframes and accepts no liability for processing delays regardless of whether such delays are inside of AmmoCrypt's control. AmmoCrypt reserves the right to delay the Physical Delivery or purchase of AmmoCrypt Tokens if the delay is necessitated by the illiquidity or unavailability or loss of any AmmoCrypt Physical Reserves backing the AmmoCrypt Tokens or as otherwise required by Laws or demanded or lawfully requested by any Government.

XVI.4 An AmmoCrypt Token holder who has requested Physical Delivery can elect to receive physical delivery of their Ammunition at a place of their choosing, provided that all fees, taxes (as applicable), and shipping charges are paid in advance by the AmmoCrypt Token Holder. Such delivery will be made by shipping providers in accordance with the AmmoCrypt Physical Delivery Policy.

XVI.5 Physical Delivery may not be available to all AmmoCrypt Token Holders in all locations. The laws of certain locations may require that Physical Delivery be facilitated through a licensed intermediary. Costs, of any, for such facilitation shall be in addition to other Physical Delivery costs paid by the Token Holder. Shipping to the non-contiguous USA (e.g., Alaska, Hawaii, and certain US Territories) may incur significant additional freight forwarding and consolidation expenses, or be altogether unavailable.

XVI.6 Physical Deliveries intended for export from the USA shall be subject to US and international export, import, and transfer controls. The AmmoCrypt Token holder agrees that such export transactions are subject to additional fees, higher minimum delivery quantities, and potentially extensive licensing and permitting delays. Physical Deliveries intended for export from the USA will be managed by an AmmoCrypt Associate who is duly registered to conduct such export. The AmmoCrypt Token holder agrees to cooperate with AmmoCrypt throughout the licensing process and further agrees to provide any documents, certifications, or other permits required in the country of export and/or end-use.

XVI.7 In all instances, Physically Delivery will only be available where permitted by law. In the event an export permit is denied by a licensing body or governmental authority, the Token holder may elect to appeal any such denial only if it agrees to bear AmmoCrypt's costs and expenses associated with such appeal.

XVI.8 The AmmoCrypt Token holder's sole remedy if Physical Delivery is unavailable to them, regardless of reason for such unavailability, is the sale of their AmmoCrypt Tokens on the

secondary market at prices determined in such market at such time of sale. AmmoCrypt shall not be required to offer a refund or any value (whether in Fiat, cryptocurrency, or any other consideration) in exchange for AmmoCrypt Tokens that are not available for Physical Delivery in a specific area or to a specific Token holder.

XVI.9 These Terms are general in nature. The detailed Physical Delivery policies and procedures, including when such Physical Deliveries will be made available, can be found in the [AmmoCrypt Physical Delivery Policy](#).

ARTICLE XVII: RISKS AND LIMITATIONS OF LIABILITY OF AMMOCRYPT TOKENS

XVII.1 *Important:* This Article is in addition to the AmmoCrypt Token [Risk Disclosure Statement](#). Trading of AmmoCrypt Tokens can be volatile, and markets shift quickly in terms of price, liquidity, market depth, and trading dynamics. The information presented on or through the Site is made available solely for general information purposes, and AmmoCrypt and its Associates do not warrant the accuracy, completeness, or usefulness of this information. You are solely responsible and liable for all activity on the Site and for your Digital Tokens Wallet on the Site; and, for knowing the correct status of your AmmoCrypt Tokens on the Site, even if presented incorrectly by the Site at any time. You acknowledge and agree to be fully responsible and liable for your actions and inactions on the Site and all gains and Losses sustained from your use of the Site and any of the Site Services; and to be fully responsible for safeguarding access to, and any information provided through, the Site and any of the Site Services, including, your Digital Tokens Wallet, Digital Tokens Address, private keys, usernames, passwords, and bank account details.

There is no guarantee against losses from AmmoCrypt Tokens or the use of AmmoCrypt Tokens.

XVII.2 While processing transactions in AmmoCrypt Tokens at the Site, AmmoCrypt may be required to share your user information with other contractual third parties, including financial institutions, or as required under applicable Laws or demanded upon a lawful request by any Government. You hereby irrevocably grant full permission and authority for AmmoCrypt to share this information with such contractual third parties, or as required under applicable Laws or demanded upon a lawful request by any Government, and release AmmoCrypt from any liability, error, mistake, or negligence related thereto. You accept all consequences of sending AmmoCrypt Tokens off Site, including to any third-party custodian, hardware wallet, or offline storage solution. ***You specifically understand and agree that if you elect to store your AmmoCrypt Tokens off Site, loss of your private key(s) or seed phrases may result in your token holdings being permanently and irreversibly inaccessible.***

XVII.3 AmmoCrypt Token transactions are not reversible. Once you send AmmoCrypt Tokens to an address, whether intentionally or by a fraudulent or accidental transaction, you accept the risk that you may lose access to, and any claim on, those AmmoCrypt Tokens indefinitely or permanently. You acknowledge that AmmoCrypt may delay or suspend Physical Delivery under

various circumstances, including in the event that AmmoCrypt determines that you have engaged in a Prohibited Use; when AmmoCrypt is directed to do so by any Government or court of competent jurisdiction over you or AmmoCrypt; if your Digital Tokens Wallet or other account or wallet is subject to pending litigation, investigation, or Government proceedings; or when AmmoCrypt believes that someone is attempting to gain unauthorized access to your Digital Tokens Wallet or other account or wallet. AmmoCrypt Tokens are not legal tender and are not backed by any Government. AmmoCrypt Tokens are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections or any similar protections in any jurisdiction.

**ARTICLE XVIII:
NO REPRESENTATIONS AND WARRANTIES BY AMMOCRYPT**

XVIII.1 AmmoCrypt makes no representations, warranties, covenants, or guarantees to you of any kind and, to the extent permitted by applicable Laws, AmmoCrypt expressly disclaims all representations, warranties, covenants or guarantees, express, implied or statutory, with respect to the Site and the Site Services. The Site and the Site Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.

XVIII.2 AmmoCrypt may also provide access to features or services that are identified as “beta” or pre-release. Without limiting the preceding sentences in this Article, you understand that such services are still in development, may have bugs or errors, may be incomplete, may materially change prior to a full commercial launch, or may never be released commercially.

**ARTICLE XIX:
LIMITATION OF LIABILITY AND RELEASE OF ASSOCIATES**

XIX.1 To the maximum extent permitted by applicable Law, you irrevocably agree and acknowledge that no Associate assumes any liability or responsibility for, and no Associate shall have any liability or responsibility for any Losses directly or indirectly arising out of or related to:

- (i) any breach by you of these Terms;
- (ii) the Site, and your use of it;
- (iii) the Site Services, and your use of any of them;
- (iv) any failure by you or any Affiliate of you to comply with applicable Laws;
- (v) any information available through the Site, whether originating from AmmoCrypt, its Associates or any other Person;

- (vi) the real or perceived value of any AmmoCrypt Tokens or other Digital Tokens traded or utilized on the Site, or the price of any AmmoCrypt Token or other Digital Token displayed on the Site at any time;
- (vii) any failure, delay, malfunction, interruption, or decision (including any decision by AmmoCrypt to vary or limit your use of the Site or Site Services) by AmmoCrypt in operating the Site or providing any Site Service;
- (viii) any stolen, lost, or unauthorized use of your Digital Tokens Wallet information, any breach of security or data breach related to your Digital Tokens Wallet information, or any criminal or other third-party act affecting AmmoCrypt or any Associate;
- (ix) AmmoCrypt electing to support or not support a particular blockchain or protocol, any forked version of any particular blockchain or protocol or any Digital Tokens resulting from a fork of a blockchain or protocol;
- (x) your failure to effectuate the migration of your AmmoCrypt Tokens to another blockchain or protocol when advised to do so by AmmoCrypt;
- (xi) any legal or regulatory inquiries, actions, suits, investigations, claims, fines, judgements, due to many legal and regulatory uncertainties surrounding blockchain and Digital Tokens, which could impede or limit your ability to continue the use and enjoyment of such assets and technologies; or
- (xii) any offer, representation, suggestion, statement, or claim made about AmmoCrypt, the Site, or any Site Service by any Associate.

XIX.2 You hereby agree to release the Associates from liability for all such Losses, and you shall indemnify, save, and hold the Associates harmless from and against all such Losses. To the maximum extent permitted by applicable Law, the foregoing limitations of liability, releases and indemnities shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, violation of law or regulation, or any other basis, even if the Associates have been advised of or should have known of the possibility of such Losses and damages, and without regard to the success or effectiveness of any other remedies.

ARTICLE XX: INTELLECTUAL PROPERTY

XX.1 The trademarks, service marks, and trade names, including both word marks and design marks (the Mark(s)”) are either (i) property of AmmoCrypt, or (ii) used by AmmoCrypt under license. You agree not to appropriate, copy, display, reverse engineer, or use the Marks or other content without express, prior, written permission from AmmoCrypt or the owner of the Marks.

XX.2 Unless otherwise indicated, all materials on the Site are either (i) property of AmmoCrypt or (ii) used by AmmoCrypt under license (“Copyrights”). You agree not to copy, display, or use the Copyrights or other content without express, prior, written permission from AmmoCrypt or the respective owner.

XX.3 You may link to the Site’s homepage or other pages, provided you do so in a way that does not, in AmmoCrypt’s opinion, damage or take advantage of AmmoCrypt’s reputation. You may not cause the Site or portions of it to be displayed on or by any other site (for example, framing, deep linking, or in-line linking), or otherwise take any action with respect to the materials on the Site that is inconsistent with any other provision of these Terms.

XX.4 AmmoCrypt may make certain API functionality available to you. When such API’s are made available, they shall be subject to specific licensing requirements that are in addition to these Terms.

XX.5 The Site may provide certain social media features that enable you to link, send communications, or display certain content from the Site. You may use these features solely as they are provided by AmmoCrypt.

XX.6 The Site and Site Services are protected by copyright, trademark, trade secret and other intellectual property or proprietary rights laws in various jurisdictions. All rights not expressly granted to you in these Terms are reserved by AmmoCrypt or its licensor(s). Except as expressly authorized by AmmoCrypt, you will not (i) license, sublicense, rent, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any Person all or any part of the Site or Site Services in any way; (ii) copy, modify, republish, distribute, or make derivative works based upon all or any part of Site or Site Services; (iii) “frame” or “mirror” all or any part of the Site or Site Services on any other server or wireless or Internet-based device; or (iv) reverse engineer or access all or any part of Site or its Site Services in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions, or graphics of all or any part of the Site or Site Services, or (c) copy any ideas, features, functions, or graphics of all or any part of the Site or Site Services.

XX.7 Artificial Intelligence Prohibition Notice. All Marks, Copyrights, or other content displayed on the Site or provided as part of the Site Services are intended for use by natural persons only. AmmoCrypt expressly prohibits access or use of the Marks, Copyrights, content, Site, or Site Services by “Artificial Intelligence” (“AI”) algorithms or models, for use in training, editing, or analysis by any AI text generating technology, or for use as inputs or development of any automated trading algorithm or program without the express written consent of AmmoCrypt, and payment AmmoCrypt of the required licensing fee accompanying such consent.

**ARTICLE XXI:
ASSIGNMENT AND THIRD-PARTY RIGHTS**

XXI.1 These Terms, and any of the rights, duties, and obligations contained or incorporated herein, are not assignable by you without prior written consent of AmmoCrypt. Any attempt by you to assign these Terms without written consent is void. However, the provisions of these Terms which expressly apply to the AmmoCrypt Tokens shall continue to apply to such tokens following their transfer by you.

XXI.2 These Terms, and any of the rights, duties, and obligations contained herein, are freely assignable by AmmoCrypt without notice or your consent.

XXI.3 Subject to the foregoing, these Terms, and any of the rights, duties, and obligations contained or incorporated herein, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal or legal representatives, successors and assigns of you and of AmmoCrypt.

XXI.4 None of the provisions of these Terms, or any of the rights, duties, and obligations contained or incorporated herein, are for the benefit of or enforceable by any creditors of you or AmmoCrypt or any other persons, except such as inure to a successor or assign in accordance herewith: and (ii) that the Associates and Affiliates of AmmoCrypt are intended third party beneficiaries of the rights and privileges expressly stated to apply to the Associates hereunder and shall be entitled to enforce such rights and privileges as if in direct privity under these Terms of Service, subject to the conditions and limitations hereof including those relating to the resolution of disputes.

ARTICLE XXII: NO ADVICE

XXII.1 AmmoCrypt does not provide any investment, portfolio management, legal, accounting, tax or other advice, or advice on trading techniques, models, algorithms, or any other strategies.

ARTICLE XXIII: FORCE MAJEURE

XXIII.1 AmmoCrypt is not responsible for damages caused by delay or failure to perform undertakings under these Terms, including failure to fulfil Physical Delivery requests from AmmoCrypt Token holders, when the delay or failure is due to fires; strikes; floods; power outages, acts of God or the state's enemies; acts of any Government or Government Official; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by suppliers or common carriers; acts or omissions of other Persons; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, AmmoCrypt is excused from all performance obligations under these Terms.

**ARTICLE XXIV:
HEADINGS**

XXIV.1 The headings and sub-headings in these Terms are for ease of reference only and are not to be considered in the construction or interpretation of any provision or provisions to which they refer.

**ARTICLE XXV:
SEVERABILITY**

XXV.1 If any provision of these Terms or part thereof, amended periodically, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision to the extent of its illegality, unenforceability, invalidity, or voidness, as may be, and everything else in these Terms continues in full force and effect.

**ARTICLE XXVI:
EXTENDED MEANINGS**

XXVI.1 Unless otherwise specified in these Terms, words importing the singular include the plural and vice versa and words importing gender include all genders. The word "include", "includes" or "including" will be interpreted on an inclusive basis and be deemed to be followed by the words "without limitation".

**ARTICLE XXVII:
NO WAIVER**

XXVII.1 Any failure by AmmoCrypt to exercise any of its rights, powers, or remedies under these Terms, or any delay by AmmoCrypt in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by AmmoCrypt does not prevent either from exercising any other rights, powers, or remedies. The remedies of AmmoCrypt are cumulative with and not exclusive of any other remedy conferred by the provisions of these Terms, or by law or equity.

XXVII.2 You agree that the remedies to which AmmoCrypt is entitled include (i) injunctions to prevent breaches of these Terms and to enforce specifically the terms and provisions hereof, and you waive the requirement of any posting of a bond in connection with such remedies, (ii) the right to recover the amount of any Losses by set off against any amounts that AmmoCrypt would otherwise be obligated to pay to you, and (iii) the right to seize and recover against any of

your AmmoCrypt Tokens, other Digital Tokens, Fiat or other funds, or your interests therein, that are held by AmmoCrypt or any of its Associates.

ARTICLE XXVIII: RESOLUTION OF DISPUTES

XXVIII.1 Any dispute, claim, controversy, or action arising out of or related to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) the operations and services of the Site, or (c) your access to or use of the Site Services at any time, shall be subject to exclusive original jurisdiction through binding arbitration in accordance with the rules of the International Chamber of Commerce that are entered into force on the date of the commencement of such proceeding. The place of arbitration shall be Georgetown, Cayman Islands and all proceedings shall be in the English language and decided by a panel of three (3) arbitrators. Each party shall be responsible for their own costs of Arbitration. For the avoidance of doubt, and without limiting the generality of the foregoing, this provision expressly applies to any claim, whether in tort, contract or otherwise, against AmmoCrypt.

XXVIII.2 You irrevocably and unconditionally agree and consent to the jurisdiction and venue of the Cayman Islands, and you waive any objections thereto, including under the doctrine of *forum non conveniens* or other similar doctrines.

XXVIII.3 You and AmmoCrypt agree that any Party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one Person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one AmmoCrypt Token user cannot and may not affect any other AmmoCrypt Token users.

XXVIII.4 JURY TRIAL WAIVER: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS OR ANY BREACH THEREOF, ANY USE OR ATTEMPTED USE OF THE SITE OR THE SITE SERVICES BY YOU, AND/OR ANY OTHER MATTER INVOLVING THE PARTIES.

ARTICLE XXIX: GOVERNING LAW

XXIX.1 These Terms shall be governed by and construed and enforced in accordance with the Laws of the Cayman Islands and shall be interpreted in all respects as a Cayman Islands contract. Any dispute, controversy, claim or action arising from or related to your access or use of the Site or these Terms likewise shall be governed by the Laws of the Cayman Islands, exclusive of choice-of-law principles.

ARTICLE XXX:
CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS

XXX.1 You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that AmmoCrypt may provide in connection with these Terms through publication on any part of the Site or to your authorized e-mail address on file with AmmoCrypt. Such notices shall be deemed effective and received by you on the date on which the notice is published on any part of the Site or on which the e-mail is sent to such authorized e-mail address. These Terms may be accepted electronically, and it is the intention of the Parties that such acceptance shall be deemed to be as valid as an original signature being applied to these Terms.

ARTICLE XXXI:
COMPLIANCE WITH SECURITIES LAWS

XXXI.1 AmmoCrypt Tokens have NOT been registered with any US Federal, State, or Local securities regulators, nor with any banking, insurance, commodities, futures, or other financial regulatory body in any jurisdiction. AmmoCrypt believes that AmmoCrypt Tokens, and the intended design of the AmmoCrypt ecosystem, falls outside of the statutory or interpreted regulatory definition of a “Security” within applicable US Securities Laws; however AmmoCrypt has not sought a formal determination of this belief from any financial regulatory agency in any jurisdiction. Cryptocurrency regulations are in a state of constant and rapid evolution. It is the intent of AmmoCrypt to comply with applicable and relevant regulations within the jurisdictions that we operate.