NEX Token Creation and Neon Exchange Project Creation Conditions: Explanatory Note & Governance Terms

1. Neon Exchange AG ("**Neon Exchange AG**") intends to conduct a smart-contract based public fundraiser for the development of the Neon exchange platform (the "**Project**") as further described in the Neon exchange platform whitepaper (the "**Whitepaper**") available on https://neonexchange.org/pdfs/whitepaper_v2.pdf, as amended from time to time, at Neon AG's sole discretion. These Governance Terms (the "**Governance Terms**"), which may be amended from time to time at Neon AG's sole discretion, govern the creation and allocation of Neon AG's cryptographic tokens ("**NEX Tokens**") by one or several smart contract software codes (together, the "**Smart Contract System**") created by Neon AG and operating on the NEO blockchain as well as the contribution by third party individuals and entities (each a "**User**") to such Smart Contract System regardless of whether the contribution was made in a public pre-allocation (the "**Pre-Allocation**") or in a public crowd contribution (the "**Crowd Contribution**", and together with the Pre-Allocation, the "**Public Contributions**"), and regardless of whether the contribution was made directly to the Smart Contract System or via third parties.

I. Crowd Contribution Principles

2. By transferring NEO ("NEO") or Gas ("GAS) to the Smart Contract System, creating NEX Tokens, and by accepting such NEX Tokens, the User understands and accepts that he/ she makes a contribution into a Smart Contract System ("**Contribution**") from the NEX Browser Extension ("**Extension**") for the development of the Project as further described in the Whitepaper The information contained in the Whitepaper and on the Project Website are of descriptive nature only, are not binding and do not form part of the Governance Terms as set forth hereinafter.

3. The User understands and accepts that while the individuals and entities assigned to this task, including Neon Exchange AG, will make reasonable efforts to develop and complete the Project, **it is possible that such development may fail and User's NEX Tokens become useless and/or valueless due to technical, commercial, regulatory or any other reasons** (see also Section 8 regarding Risks). The User is aware that the Project and the Smart Contract System are still under development and that – in particular due to regulatory reasons – its functionality may undergo substantial changes and modifications throughout the future development process.

4. The NEX tokens will be available immediately after a buyer's action is processed by the token sale smart contract on the NEO network.

5. The User is also aware of the risk that even if all or parts of the Project are successfully developed and released in full or in parts, due to a lack of public interest, the Project could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or other reasons. **The User therefore understands and accepts that the transfer of NEO or GAS to the Smart Contract System, the creation of NEX Tokens by the Smart Contract System and/or and the acceptance of NEX Tokens carry significant financial, regulatory and/or reputational risks, including the complete loss of value of created NEX Tokens (if any), and attributed features of the Project**.

6. As the creation of the NEX Tokens, the final allocation of NEX Tokens as well as the assignment of the execution of the Project to Neon Exchange AG will be smart contract based, the User understands and accepts that the terms and conditions applicable thereon will be set forth in the Smart Contract System code existing on the NEO blockchain at the address specified on: https://github.com/neonexchange/nex-token. The address will be accessible before the start of the Contribution Period to allow for public review. **To the extent the terms contained herein or in any other document or communication contradict the ones set forth in the Smart Contract System, the terms of the Smart Contract System prevail. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to Neon Exchange AG, the publisher of these terms, developer of the Smart Contract System and/or any other person and/or affiliates involved with the deployment of the Smart Contract System and the setting up of the Project beyond those set forth in the Smart Contract System.**

7. By transferring NEO or GAS to the Smart Contract System, creating NEX Tokens, and/or accepting NEX Tokens, the User expressly agrees to all of the terms and conditions set forth in the Smart Contract System code existing on the NEO blockchain (at the addresses set forth under para. 7) and in this document (together the "**Terms**"), which is incorporated by reference herein. **The User further confirms to have carefully reviewed the Smart Contract System code, its functions and the terms and conditions set forth in this document and to fully understand the risks and costs associated with the creation of NEX Tokens and contributing into a Smart Contract System for the development of the Project.**

8. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Smart Contract System.

9. By transferring NEO or GAS to the Smart Contract System, creating NEX Tokens, by accepting such NEX Tokens or by any other act undertaken between the parties in connection with the contributions, no form of partnership, joint venture or any similar relationship between the Users and Neon Exchange AG and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the Project is created.

10. The User acknowledges and understands that Neon Exchange AG may at its discretion at any time change the name of the NEX Tokens and/or its symbol. Neon Exchange AG shall use all reasonable efforts to ensure that such change of name and/or symbol will not adversely affect the rights of the User or the NEX Tokens held by the Users.

II. NEX Token Creation Function

Usage License and Staking Rewards

11. NEX Tokens are only for use in connection with the Project under the terms of the Smart Contract System and only constitute a transferable representation of attributed functions specified in the Smart Contract System.

12. Ownership of NEX Tokens carries no rights express or implied other than the limited right to use NEX Tokens as a means to enable usage of and interaction within the Neon Exchange Platform, if and to the extent successfully completed and deployed, and the right to claim a share of fees generated by the Neon Exchange as set forth below.

13. NEX Token is a security token, which enables users to claim a profit share of the Neon Exchange ("**Staking Rewards**"). Holders of NEX Tokens can claim their Staking Rewards through a staking process to benefit directly from the use of the Neon Exchange. To stake their tokens, users send their NEX Tokens to the smart contract via a stake method that records the starting block and the amount sent by the user. The user can then make periodic claims on the contract to retrieve their share of NEX profits since staking began. Users can commit to staking their tokens for longer periods of time to receive a larger proportion of fees. The base rate of fee share will be 25%, if the user stakes their NEX Tokens for one day, increasing linearly up to 75% if a user is willing to stake for two years.

14. **Example for Calculation of Staking Rewards**: A user owns 1000 NEX Tokens, and the Neon Exchange has generated fees in tokens equivalent to 100 million dollars at market value since they last made a claim. If User has staked NEX Tokens at the two-year staking rate of 75%, the User would be eligible for a claim worth $100'000'000 $*$ 1000/50'000'000 $*$ 0.75 = $1500. The claim can be received in one of the following ways:

- The user claims a direct cut of fees across each token on the exchange, so if NEX is trading NEO, GAS, NEX, and RPX, the user would receive a share of each of these assets.

- The user claims an equivalent amount in one preferred asset type. Here NEX will do the conversion automatically using its trade features and corresponding fee structure.

III. No Ownership, Revenue or Governance Rights

15. User understands and accepts that **NEX Tokens do not represent or constitute any ownership rights or stake, shares or security or equivalent rights nor any rights to receive future revenues, shares or any other form of participation or governance rights in or relating to the Neon Exchange AG.** The NEX Tokens do not create or confer any enforceable contractual or other obligations against any party (including Neon Exchange AG, its team members or other developers, auditors, contractors or founders associated with the NEX Tokens, the Project and/or Neon Exchange AG).

16. In addition, the User understands and accepts that he/she has no right to claim as holder of NEX Tokens any intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the Project and/or Neon Exchange AG.

IV. Contribution

17. **Public Contribution Periods:** There are two Public Contribution periods, a Pre-Allocation period (**Pre-Allocation Period**) and a Crowd Contribution period (**Crowd Contribution Period**, together, the **Public Contribution Periods**). The Pre-Allocation Period has started on 8/29/2018 and has ended on 9/2/2018. The Crowd Contribution Period starts on 9/3/2018 at 18:00h UTC and runs for 2 weeks or until the Maximum Contribution Amount, as defined below, has been reached, whichever occurs earlier

(**Crowd Contribution Period**). The Crowd Contribution period consists of 2 rounds. Round 1, limited to an equivalent contribution of $1'000, starts at 9/3/2018 18:00 UTC and ends 9/7/2018 18:00 UTC. Round 2, limited to an equivalent contribution of $9'000, starts at 9/10/2018 18:00 UTC and ends 9/14/2018 18:00 UTC.

18. **Maximum Contribution Amount:** The maximum contribution amount for the Crowd Contribution (**Maximum Contribution Amount** or **Hard Cap**) will be the equivalent of USD 25'000'000. The User understands that if contributions are received after the Hard Cap was reached, the NEO and GAS will be refunded to the NEO address from which it was sent from.

19. **User Registration:** In order to qualify for participation in the TGE the User has to pass Know Your Customer procedures. Depending on the total contribution of the User, different Know Your Customer documents are required. For a contribution of up to 1'000 USD the User has to provide his Name, Address and an ID of a document verifying his identity such as national ID, Passport or Driver's license. For a contribution of up to 10'000 USD the User has to provide additional information including a copy of the identification document and a self-portrait.

20. **Accepted Funds**: Contribution into the Smart Contract System during the Crowd Contribution will only be possible in NEO or GAS. Contributions on FIAT currencies will not be possible.

21. **Personal Minimum Contribution Limits:** The minimum transfer amount of NEO and GAS into the Smart Contract System is 1 NEO ("**Minimum Transfer Amount**") or 0.000000001 GAS. If a transfer of less than the Minimum Transfer Amount will be made, it will be recorded as a donation and the relevant transfer may neither claim the allocation of NEX Tokens, nor a refund of the transfer. As long as the Minimum Transfer Amount is 1 NEO or 0.00000001 GAS, the User will receive NEX even if his Effective Contribution is below 1 NEO or 0.000000001 GAS.

22. **Personal Maximum Contribution Limits:** The maximum contribution amount ("**Maximum Transfer Amount**") will be the equivalent of 1'000$ or 10'000$ in NEO or GAS respectively depending on participation in round 1 or round 1 and 2 of the TGE. If the User sends a transaction that exceeds the Maximum Transfer Amount, the transaction will fail and the NEO and GAS in that transaction will be returned.

23. **Total NEX Supply:** The total NEX supply will be 50'000'000 NEX ("**Total NEX Supply**"). No additional NEX will be created.

24. **Token Pools:** The amount of 50'000'000 will be distributed to the different Pools during the Contribution Period.

- **Pool A consists of 50% of the Total NEX Tokens Supply**. Pool A is intended to be created by the Smart Contract System at the end of the Contribution Period for Users having made Contributions during the Contribution Period.

- **Pool B consists of 4% of the Total NEX Tokens Supply**. After the end of the Contribution Period, Pool B will be allocated to Neon Exchange AG as an operational fund to be used for the Project.

- **Pool C consists of 21.5% of the Total NEX Tokens Supply**. After the end of the Contribution Period, Pool C will be allocated to managers, founders, partners, developers, early supporters and/or advisors of the Project.

- **Pool D consists of 24.5% of the Total NEX Tokens Supply**: Pool D is intended to be created by the Smart Contract System at the end of the Contribution Period for Users having supported the Project prior to the start of the Contribution Period ("Strategic Partners").

25. **Means of Contribution:** The user understands and accepts that all Contributions must be made through the NEX Extension. Any contributions made through sources other than the Extension will not be valid any may result in the loss of funds transferred.

26. **Creation Rate and Bonus System:** The amount of NEX Tokens allocated for every Contribution of NEO or GAS will depend on a 10-day moving average exchange rate between NEO/GAS and USD which will be locked in shortly before the start of the Contribution Period on a best effort basis. The exchange Rate will be available at: neonexchange.org.

27. **Creation and Allocation of NEX Tokens:** The creation and allocation of NEX Tokens of Pool A by the Smart Contract System are initiated by the User sending an amount of NEO to the Smart Contract System, located on the NEO blockchain at the addresses set forth under para. 7, which triggers a smart contract operation. The Smart Contract System creates the NEX Tokens in an amount corresponding to the user's effective contribution and allocates them to the User's wallet address from where the NEO or GAS were sent from. The **user therefore shall ensure to make his/her Contribution using a NEO address to which the Smart Contract System can send back NEX Tokens and which the user controls. If the user loses the private key associated with the contribution address, they lose control of the NEX Tokens that have been created. Issuance of NEX Tokens are triggered by the User and made by the Smart Contract System on the blockchain according to the allocation information in the Smart Contract System.**

28. **No Refund:** The User understands and accepts that all Contributions are final and may not be reversed. **Contributions are non-refundable**. Any contributions that do not entitle the User to NEX Tokens (e.g. due to the amount of contributions exceeding the Maximum Contribution Amount) will be automatically sent back to the User's wallet address from where the NEO or GAS were sent from. Subject to the above, by contributing to the Project, the User acknowledges that he/she has no right to request a refund for any reason, and that he/she will not receive money or other compensation for any NEX Tokens that is not used or remains unused. Neon Exchange AG shall not be liable for any losses caused by the User attempting to contribute from an exchange, smart contract, or other non-standard single access address.

29. **Ensure to use the original Smart Contracts:** Only the Smart Contract(s) existing at the addresses set forth under para. 7 will issue NEX Tokens during the Contribution Period. The address of the Smart Contract(s) will be available at: https://github.com/ neonexchange/nex-token.. To the extent that any third-party website, service or smart-contract offers NEX Tokens during the Contribution Period or facilitates the allocation or transfer of NEX Tokens in any way during the Contribution Period, the User understands

and accepts that such third-party websites or services are not authorised by Neon Exchange AG and have no relationship in any way with the Project.

30. The NEX tokens will be available immediately after a buyer's action is processed by the token sale smart contract on the NEO network.

31. **Contribution Freeze / Abort**: During the Contribution Period, Neon Exchange AG may at any time stop the contribution period for security reasons. As long as such contribution freeze is upheld or if the Contribution Period is aborted, no further Contribution will be possible.

V.   Pre-Allocation of NEX Tokens

32. The User understands and accepts that up 50% of the total amount of NEX Tokens will not be allocated to participants of the token generating event but as set forth below:

- **4% of the Total NEX Tokens Supply (Pool B)** will be released to Neon Exchange AG. The NEX Tokens of Pool B shall be used on the Project as marketing incentives, network effect, rewards, future key roles, airdrops, and to develop the Neon Exchange business and reach in the exchange industry.

- **21.5% of the Total NEX Tokens Supply (Pool C)** will be released to founders, partners, developers, early supporters and/or advisors of the Project.

- **24.5% of the Total NEX Tokens Supply (Pool D)** will be released to Strategic Partners.

VI.   Representation and Warranties of User

33. By transferring NEO or GAS to the Smart Contract System, creating NEX tokens, and/or by accepting NEX Tokens, the User represents and warrants that:

▪   the User is not a citizen or resident of a country whose legislation conflicts with the present allocation of NEX Tokens and/or the Project in general;

▪   the User is not a citizen or resident of the US, Algeria, Bolivia, Vietnam, Indonesia, Kyrgyzstan, Lebanon, Morocco, Namibia, Nepal, Pakistan, Ecuador, Myanmar, Ivory Coast, Cuba, Iran, North Korea, Syria.

▪   the User is not a resident of, citizen of or located in a geographic area that is subject to UN-, US-, EU-, Swiss or any other sovereign country's sanctions or embargoes;

▪   the User is not being listed, or associated with any person or entity being listed, on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Organizations;

▪   all information provided within any KYC-procedure linked to his or her Contribution is true and accurate and that the User does not act on behalf of any third party.

- the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and NEO (NEO), and blockchain-based software systems;

- the User has carefully reviewed the code of the Smart Contract System located on the NEO blockchain at the addresses set forth under para. 4 and fully understands and accepts the functions implemented therein;

- the User is legally permitted to transfer NEO or GAS to the Smart Contract System and/or otherwise (financially) support the Project, as well as create and obtain NEX Tokens in the User's jurisdiction;

- User will contribute NEO or GAS from the NEX Extension. User understands and accepts that contributing NEO or GAS from a wallet or wallet service provider that does not technically support NEX Tokens may have the result that User will not gain access to his NEX Tokens;

- the User is legally permitted to receive software and contributing to the Smart Contract System for the development of the Project;

- the User is of a sufficient age to legally create and obtain NEX Tokens;

- the User will take sole responsibility for any restrictions and risks associated with the creation of NEX Tokens by the Smart Contract System as set forth below;

- the User is not submitting NEO or GAS to the Smart Contract System and/or otherwise supported the Project to obtain NEX Tokens for the purpose of speculative investment;

- the User is not obtaining or using NEX Tokens for any illegal purposes;

- the User is receiving the functionality of the NEX Tokens issued by the Smart Contract System (and triggered by Neon Exchange AG) primarily to support the development, testing, deployment and operation of the Project, being aware of the commercial risks associated with the Project;

- the User understands that participation on the contribution does not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction;

- the User understands that submitting NEO or GAS to the Smart Contract System, creating NEX Tokens, accepting NEX Tokens and the development of the Project carries significant financial, regulatory, and reputational risks as further set forth in section 5;

- the User understands that the User has no right against any other party to request any refund of NEO or GAS submitted to the Smart Contract System for the allocation and distribution of the NEX Tokens under any circumstance; and

- the User understands that with regards to NEX Tokens, no market liquidity (including the existence of a marketplace where NEX Tokens can be transferred) may be

guaranteed and the value of NEX Tokens (if any) may over time experience extreme volatility or depreciate in full.

VII.   Neon Exchange Project Execution

34. The User understands and accepts that the development and execution of the Project will be assigned to Neon Exchange AG, by releasing the amount of contributed NEO and GAS by the Smart Contract System to the wallet of Neon Exchange AG. Neon Exchange AG has the right to engage subcontractors to perform the entire or partial development and execution of the Project. The scope of the development work will be triggered by the amount of Contributions received during the Contribution Period.

35. The User understands and accepts that for the purpose of the development and execution of the Project, Neon Exchange AG receives the full amount of NEO and GAS transferred to the Smart Contract System during the Contribution Period. This amount covers expenses, charges and other costs that may arise by Neon Exchange AG and/or its subcontractors as part of the development and execution of the Project. It remains at Neon Exchange AG sole discretion to decide how to allocate the funds in order to develop and execute the Project.

36. Neon Exchange AG shall further have the right to assign the entire Neon Exchange AG Project, including the Contributions received for its development, to a third party.

37. The User understands and accepts that the creation of NEX Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction. Thus, the User understands and accepts that he/she will have no influence over governance on the Project.

38. The User understands and accepts that the Project will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release.

39. Audit of the Smart Contract System

40. The Smart Contract System has been, on a reasonable effort basis, audited and approved by technical experts. The technical experts have confirmed that the Smart Contract System has, with regard to both accuracy and security, been programmed according to the current state of the art.

41. However, the User understands and accepts that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, the User understands and accepts that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and the NEX Tokens are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of NEO and GAS, other (financial) support of the Project and/or NEX Tokens.

VIII. Risks

42. The User understands and accepts the risks in connection with making a Contribution to the Project and/or transferring NEO or GAS to the Smart Contract System and creating NEX Tokens as exemplary set forth above and hereinafter. In particular, but not concluding, the User understands the inherent risks listed hereinafter:

- **Risk of Software Weaknesses**: The User understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the NEO blockchain) is still in an early development stage and unproven. The User understands and accepts that there is no warranty that the process for creating NEX Tokens will be uninterrupted or error-free and acknowledges that there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of NEO and GAS, other (financial) support of the Project and/or NEX Tokens. The User understands and accepts that the Smart Contract System and/or underlying protocols and/or any other software involved may either delay and/or not execute a Contribution due to the overall Contribution volume, mining attacks and/or similar events.

- **Regulatory Risk**: The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the Project, including its termination and the loss of NEX Tokens for the User.

- **Risk of Abandonment / Lack of Success**: The User understands and accepts that the creation of the NEX Tokens and the development of the Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the Project is partially or fully developed and launched, the User will receive any benefits through the NEX Tokens held by him.

- **Risk Associated with other Applications**: The User understands and accepts that the Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which NEX Tokens will have no intrinsic value.

- **Risk of Loss of Private Key**: The User understands and accepts that NEX Tokens can only be accessed by using a NEO wallet with a combination of User's account information (address) and private key or password. The User understands and accepts that if his private key or password gets lost or stolen, the NEX Tokens associated with the User's account (address) will be unrecoverable and will be permanently lost.

- **Risk of Theft**: The User understands and accepts that the Smart Contract System concept, the underlying software application and software platform (i.e. the NEO blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of NEX Tokens, other (financial) support of the Project, or NEO, impacting the ability to develop the Project.

- **Risk of NEO Attacks**: The User understands and accepts that, as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to attacks, including but not limited to denial of service attacks, exploits of consensus nodes, and byzantine attacks on the consensus nodes. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of NEX Tokens transactions, and expected proper execution and sequencing of contract computations.

- **Risk of Incompatible Wallet Service:** The User understands and accepts that the wallet used for the Contribution has to be technically compatible with the NEX Tokens. The failure to assure this may have the result that User will not gain access to his/her NEX Tokens.

- **Risk of Lack of Consensus:** The User understands and accepts that the network of nodes will be ultimately in control of the Smart Contract System and that there is no warranty or assurance that the network of nodes will allocate the NEX Tokens to the Users as proposed by these Terms. The User further understands that a majority of these nodes could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System. Such a scenario could lead to NEX Tokens losing intrinsic value.

- **Risk of Depreciation:** The User understands and accepts that with regard to NEX Tokens no market liquidity may be guaranteed and that the value of NEX Tokens over time may experience extreme volatility or depreciate in full.

IX.   Taxation

43. The User bears the sole responsibility to determine if his/her Contribution to the Project and/or to the Smart Contract System for the development of the Project, the transfer of NEO or GAS to the Smart Contract System, the creation, acceptance, ownership or use of NEX Tokens, the potential appreciation or depreciation in the value of NEX Tokens over time (if any), or the allocation of NEX Tokens and/or any other action or transaction related to the Project has tax implications for him/her.

44. By creating, holding, or using NEX Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of NEX Tokens or any other action or transaction related to the Project.

X.   No Warranty

45. The User understands and expressly accepts that there is no warranty whatsoever on NEX Tokens, the Smart Contract System and/or the success of the Project, expressed or implied, to the extent permitted by law, and that the Smart Contract System is used and NEX Tokens are created and obtained at the sole risk of the User on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose.

XI. No Liability

46. The User acknowledges and agrees that, to the extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of the NEX Tokens, the Smart Contract System and/or Neon Exchange AG liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, NEX Tokens or the Smart Contract System 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 developers, auditors contractors or founders of the Smart Contract System, the Neon Exchange AG and/or the Project shall not 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 the inability to use of the Smart Contract System, the Project and/or the Neon Exchange.

47. The User further specifically acknowledges that developers, auditors, contractors or founders of the Neon Exchange AG, Smart Contract System and/or the Project are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, including other creators of Neon Exchange AG, and that the risk of creating, holding and using NEX Tokens rests entirely with the User.

48. By creating, holding or using NEX Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation, ownership or use of NEX Tokens or any other action or transaction related to the Project.

XII. Miscellaneous

49. The User agrees that if any portion of these Terms 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, which shall continue to be in full force and effect.

50. The Terms govern the creation, allocation, ownership and use of NEX Tokens and supersede any public statements about the launch of Neon Exchange and/or the Smart Contract System made by anyone in the past, present and future.

The applicable law is Liechtenstein law. Any dispute arising out of or in connection with the creation of the NEX Tokens and the development and execution of the Project shall be finally settled by the ordinary courts of the registered domicile of the defendant.

To the fullest extent permitted by law, the User waives the right to participate in a class action lawsuit or a class-wide arbitration against Neon Exchange AG or any individual involved with the creation of NEX Tokens.