



TERMS OF USE

These terms of use are entered into by and between you and Anchor AG with its principal place of business located at Bahnhofstrasse 21, 6300 Zug, Switzerland (“Company,” “Anchor,” “we,” “our,” or “us”), and they govern your access to and use of our online wallet (the “wallet”), including any content, functionality, and services offered by the company, whether as a guest or a registered user.

Acceptance of Terms of Use

Please read the Terms carefully before you use the Anchor. By using the Anchor, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. By creating a Digital Tokens Wallet for Anchor tokens or by using any of the Services, you acknowledge that you have read, understand, and that you agree to these Terms of Use.

Your continued use of our services will be conclusively deemed acceptance of any changes to these Terms of Use. You agree that changes to these Terms and Conditions may be changed without notice. At all times, you are bound by the then-current version of these Terms of Use and all applicable laws. Please review these Terms of Use periodically for changes.

Governing Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to any choice of law or conflict of law provisions. You consent to the exclusive

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conclusion, binding effect, amendment and termination shall be resolved by a three-person Arbitral Tribunal in accordance with the International Arbitration Rules of the Zurich Chamber of Commerce.

No Class Action Matters: All parties agree that any Dispute against the other party shall be filed in our respective individual capacities and not as a plaintiff or class member in any purported class, consolidated or representative proceeding or as an association. In addition, all parties agree that Disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator shall not have the power to vary these provisions.

Restriction of Use

You agree that the Company is allowed to, restrict or end your use of and access to any services we offer under some circumstances and without prior individual notice to you. The most notable example is by requiring registration.

Some of the reasons for such termination may include, but are not limited to,

- (a) a breach or violation or suspected breach or violation of these Terms and Conditions or other incorporated terms or guidelines
- (b) a request by law enforcement or another government agency
- (c) our decision to discontinue or change our services or wallet
- (d) technical or security issues,
- (e) fraudulent or illegal activities. All terminations will be made in our sole discretion and you agree that Anchor will not be liable for any termination of your use of or access to Anchor.

Refunds

Purchase of Anchor Tokens from the Company is final upon receipt of money from the purchaser and there will be no refunds or cancellations except as specifically provided in these terms. Preferendum reserves the right to cancel any Anchor token purchase at the Company's sole discretion for any reason.

In the case of a cancellation of a transaction, Anchor will issue a refund to you in the same form that the payment was made from, if possible. That includes sending the money to the same wallet or bank account the funds were sent from. Any applicable fees will be deducted from the total sum

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The specific uses we list below are representative of the Terms but are not exhaustive. If you have a question about your intended use and are not sure if it is prohibited, please use the contact form found on the website of the Company (<https://theanchor.io/>).

By using the services and purchasing Anchor tokens you confirm that you will not use Anchor Tokens or any of other services offered by the company for any of the following:

Fraud: Any activity that has the goal of defrauding the Anchor system, any of its users or any other person or to provide inaccurate, misleading or otherwise false information.

Unlawful Activity: Any activity which would cause a violation or assist in the violation of any laws, statutes, regulations, programs, or ordinances that are in use in relevant countries.

Abuse of Other Users: Any activity that interferes with other individuals or entities in terms of their ability to use the services of the Company. Also, any activities that harass, stalk, threaten, extort, defame, abuse or cause other types of infringement or violation of the legal rights of others (including, but not limited to their rights to privacy, intellectual property, or publicity).

Collecting Information Without Consent: Any activity that would harvest or collect information from the website of the company about other users without proper consent.

Severability

Notwithstanding anything contained herein to the contrary, the remaining provisions of these Terms of Use shall survive the event of any of these terms being found invalid, unenforceable or illegal. Any unenforceable term shall be severed and deleted by the company upon realization and after a reasonable period of adjustment while the remaining provisions shall remain in force.

Representations and Warranty

By purchasing Anchor tokens and in connection with the purchase of those tokens, you represent the following to Anchor AG:

- 1 You have read the Terms of Use of the Anchor system and you have gathered enough information to be able to make informed decisions about purchasing Anchor tokens.
- 2 You have read and understood the Company's White Paper as it is presented at <https://theanchor.io/anchor-whitepaper>.

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conditions, obligations, affirmations, representations and warranties set forth in these Terms of Use and to abide by and comply with these Terms of Use.

- 5 You expressly understand and agree that your use of the Service is at your sole risk.
- 6 You also acknowledge and accept that the cost of transacting on such technologies can vary at any time. Transaction cost can cause an impact to the cost of activities on the Ethereum blockchain. You accept that Anchor, AG or any related person or company cannot be held liable for increased costs of transacting.
- 7 You understand and accept that holding Anchor tokens only gives you the rights explained in the White Paper and that holding of Anchor tokens doesn't confer any other rights with respect to the Company. That includes, but is not limited to, any ownership, distribution, redemption, liquidation, proprietary, or other financial or legal rights.
- 8 Your purchase of Anchor Tokens has to remain within the uses or purposes that are provided in these Terms of Use and the White Paper and you will not intend any other uses for Anchor tokens.
- 9 You have sufficient understanding of the laws of your jurisdiction as far as any connection with purchasing or using Anchor tokens goes.
- 10 You take full responsibility in assuring us that your purchase or beneficial holding of Anchor tokens will not cause any violations of applicable laws in your jurisdiction.
- 11 You guarantee that you will comply with any and all applicable tax obligations that are related to all relevant jurisdiction and come from your purchase of Anchor Tokens.

Expansion and Contraction Phases

Anchor uses a dual-token system to control the supply-demand ratio in order to stabilize the currency as it has been described in the White Paper. By entering the network you agree and warrant that you have understood these phases and the following rules.

- 1 During the contraction phase, holders of Anchor tokens will be given a chance to trade in their tokens for Anchor's utility token called "Dock Token"
- 2 Those who decide to purchase Dock Tokens during the auction will receive special discounts based on the speed of their reaction and the volume they purchase. The table with corresponding information can be found in Anchor's White Paper under the Terms and Conditions During the Contraction Phase Sale subheading

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- 6 Users that are more active in the community will have an increased chance of getting airdropped Anchor Tokens
- 7 The criteria to determine the probabilities are outlined in the White Paper.

Entire Agreement

These Terms of Use and any additional documents that include Terms, rules, policies or conditions of participation that the Company may post constitute the entire agreement with respect to the Service and supersede any prior agreements. Any rights not expressly granted under this Agreement are reserved.

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