

**RealToken Technologies, Inc.**

**Terms of Service**

Effective Date: February 15, 2019

PLEASE READ THESE TERMS AND CONDITIONS OF USE ("SITE TERMS") CAREFULLY. THESE SITE TERMS AND OTHER AGREEMENTS ON THE SITES GOVERN YOUR USE OF OUR WEBSITE, PLATFORM, OR MOBILE APPLICATION (THE "SITES"), AND ALSO INCLUDE IMPORTANT DISCLOSURES AND REGULATORY INFORMATION THAT ARE ASSOCIATED WITH THE SERVICES AVAILABLE ON THE SITES, ALL OF WHICH ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS, SO PLEASE READ THEM CAREFULLY.

BY ACCESSING OR USING THE SITES, YOU REPRESENT THAT (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE SITE TERMS, (B) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH REALTOKEN, AND (C) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE REGISTERED USER, AND TO BIND THAT ENTITY TO THE SITE TERMS. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE REGISTERED USER WHEN YOU SUBMIT YOUR REGISTRATION INFORMATION ON THE SITES. YOU AGREE TO BE BOUND BY THE SITE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. YOUR ACCESS TO AND USE OF THE SITES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ABIDE BY EACH OF THE SITE TERMS SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THESE SITE TERMS, DO NOT USE OUR WEBSITE, PLATFORM, OR MOBILE APPLICATION.

These Site Terms apply solely to your access to, and use of, the website, platform, or mobile application, owned and operated by RealToken Technologies, Inc., a Delaware corporation ("RealToken," "we" or "our"), located at [www.realt.co](http://www.realt.co) and any other sites or mobile applications operated by RealToken which link to these Site Terms (the "Sites") and our online services (the Services). These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with RealToken, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Sites on behalf of any entity, you represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to be responsible to RealToken for any violations of these Site Terms.

RealToken reserves the right to change or modify any of these Site Terms or any policy or guideline of the Sites, at any time and in its sole discretion. If RealToken makes changes to these Site Terms, we will provide notice of such changes, such as by posting a notice on the Sites or updating the "Last Updated" date, which may be listed on the Sites. Your continued use of our Sites following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Site Terms and applicable policies whenever you access the Sites and at least every thirty (30) days to make sure that you understand the terms and conditions that will apply to you and your use of the Sites. If you do not agree to the amended terms, you must stop using the Sites

## 1. Services; Securities Offerings

Among the Services, this Sites present information regarding potential investments in limited liability company membership interests (**Interests**) of various series of RealTokens (each, a **Series**). These Series Interests, which are securities under U.S. securities laws, will be represented by cryptographic digital tokens (**RealToken**), which are a new series of Ethereum blockchain-based smart contract digital tokens meeting the ERC-20 standard as modified to meet transfer restriction requirements under applicable U.S. securities laws.

By participating in a RealTokens Series offering through the Sites you agree and understand that each RealTokens Series offering has its own terms, rules and risks and it is your responsibility to carefully review all terms, rules, risk factors and Series offering documents and decide on your own if you agree to them.

RealToken will allow you the opportunity to designate investment opportunities in which you would like to participate. However, your decision to participate in a Series offering of RealToken does not mean that you will be permitted to participate in such offering. Our decisions to permit your participation are subject to, among other things, demonstration to our satisfaction that you meet legal requirements for participation, consent of relevant third parties, execution of definitive documentation, and our discretion. We make no representation or warranty that the potential transaction you have identified will take place, or that if it takes place that you will be allowed to participate. If you are offered the opportunity to participate in a transaction, you will be required to sign additional documentation. RealToken management decisions are final in all matters relating to the Sites, Services, investments and other activities related to the Sites.

The securities associated with any Series offering of RealToken in which you participate will be governed by the terms and conditions set forth in the applicable investment documents related to the specific Series offering provided to you. You may need to complete several steps to purchase RealToken in a specific Series offering including, but not limited to, (i) completing RealToken's user registration process, which includes you providing identification and qualification information to RealToken, (ii) entering into Series offering agreements with the specific Series, (iii) funding one or more investments in fiat currency or a specified cryptocurrency, (iv) confirming an intention to move forward with participation in the Series offering at the closing, if required by the Series; (v) creating a digital asset wallet with a third party, and (vii) providing other information to RealToken or the Series Manager or taking other action as requested throughout the Series offering process.

The Series RealTokens offered on the Sites have not been registered under the Securities Act of 1933, as amended (the **Securities Act**) in reliance on the exempted provisions of Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder, and/or Regulation S. Securities sold through private placements are restricted and not publicly traded and are therefore illiquid. Neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved, passed upon or endorsed the merits of any securities offering on these Sites.

The Series RealTokens being offered are highly speculative in nature, involve a high degree of risk and should be purchased only by persons who can afford to lose their entire investment. There can be no assurance that RealToken's business objectives will be achieved or that a secondary market will ever develop for the Interests, whether via the RealToken Website, via third party registered broker-dealers or otherwise. Investing in private placements requires

high risk tolerance, low liquidity concerns, and long-term commitments. The Interests being sold are not FDIC insured, may lose value, and there is no bank or other guarantee.

## **2. Legality**

Use of the Sites in violation of applicable laws is expressly prohibited. You are solely responsible for verifying that your use of the Sites and consummation of transactions contemplated by the Sites are permitted in your jurisdiction and comply with all applicable laws, regulations, orders and court decisions. If you have any questions regarding legality in your jurisdiction, please consult your legal counsel. When you access, register for or use the Sites, you do so at your own risk, and you are solely responsible for complying with all applicable rules and regulations in connection with activities relating to the Sites.

## **3. No Financial Advice**

RealToken is not a registered broker-dealer, funding portal, or investment advisor and does not conduct any activity that would require such registration. None of the information contained on the Sites constitutes a recommendation by RealToken or its affiliates to buy or sell any securities or other assets. The information contained in the Sites has been prepared without reference to any particular user's investment requirements or financial situation. The Sites do not offer financial advice or recommend investments. We recommend that you consult with qualified professionals prior to making actual investments or financial decisions. Any information available through the Sites is not offered as financial advice and should not be the basis for actual financial activities. We are not liable for any reliance on information available through the Sites by you or anyone who you may inform of its contents.

## **4. Registration Data; Account Security; Privacy Policy; Digital Asset Wallet**

In order to use the Sites and the Services, you will be required to create a service account (**Account**) by registering on the RealToken website to become a registered user of the Sites and the Services. To register, you must provide your real name, address, phone number and email address, along with other information that may be required from time to time. The right to use the Sites and the Services is personal to you as the user or to the business you are registering for and is not transferable to any other person. As a user of our Sites and Services, you must comply with these Site Terms and our [Privacy Policy](#).

In consideration of your use of the Sites and the Services and by creating an Account, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("**Registration Data**"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to RealToken, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to RealToken.

By creating an Account, you represent and warrant that all Registration Data for the Account that you submit is truthful and accurate. You agree not to use the Account of another user. You are solely responsible for any and all use of your Account. You agree that sharing the

Services with another person or providing another person access to the Services through your Account breaches these Site Terms and may constitute fraud or theft, for which we reserve all rights and remedies. You agree not to authorize any other individual or entity other than your authorized agents, if any, to use the Sites or Services via your Account.

You are not obligated under law to provide us with any personally identifying information. However, if you do not provide the Registration Data or any other requested personally identifying information, you will not be able to use certain features of the Sites or the Services. RealToken will use your personally identifying information as set forth in the RealToken [Privacy Policy](#). You represent and warrant that you have reviewed the Privacy Policy and agree to its terms.

Prior to making a RealToken purchase through the Services, you will be prompted to provide information relating to your cryptocurrency/digital asset wallet (**Wallet**). If you do not have a Wallet, you will need to purchase a cold storage Wallet or set up an account with a cryptocurrency wallet provider chosen by you (<**Wallet Provider**). Your use of the Wallet will be subject to the terms of use agreement between you and such Wallet Provider.

In the event you do not have a Wallet or set up a Wallet or account with a cryptocurrency provider within (5) business days of purchasing RealTokens, RealToken reserves the right to enlist the Account into its “Walletless Wallet” option. For more information on what this feature is and entails, please refer to the following informational episode:

<https://realt.co/episode-7-on-the-road-to-web3-mass-adoption-realt-continues-to-innovate/>

## 5. Copyright and Limited License

Unless otherwise indicated in the Sites, the Sites and all content and other materials on the Sites, including, without limitation, the RealToken logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the “**Site Materials**”) are the proprietary property of RealToken or our licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Sites and electronically copy, (except where prohibited without a license) and print to hard copy portions of the Site Materials for your informational, non-commercial and personal use only. Such license is subject to these Site Terms and does not include: (a) any resale or commercial use of the Sites or the Site Materials therein; (b) the distribution, public performance or public display of any Site Materials; (c) modifying or otherwise making any derivative uses of the Sites and the Site Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Sites, the Site Materials or any information contained therein, except as expressly permitted on the Sites; or (f) any use of the Sites or the Site Materials other than for its intended purpose.

Any use of the Sites or the Site Materials other than as specifically authorized herein, without the prior written permission of RealToken, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Site Terms shall be construed as

conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

## 6. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, RealToken has adopted a policy of terminating access to the Sites, in appropriate circumstances and at RealToken's sole discretion, to subscribers or account holders, if any are allowed, who are deemed to be repeat infringers. RealToken may also at its sole discretion limit access to the Sites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## 7. Copyright Complaints

If you believe that anything on the Sites infringes upon any copyright which you own or control you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement:  
\_\_\_\_\_

Full Address of Designated Agent to Which Notification Should be Sent:\_\_\_\_\_

Telephone Number of Designated Agent: \_\_\_\_\_

Facsimile Number of Designated Agent: \_\_\_\_\_

E-Mail Address of Designated Agent: \_\_\_\_\_

Please see 17 U.S.C. 512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by RealToken or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

**Name of Designated Agent:**

Remy Jacobson

**Full Address of Designated Agent to Which Notification should be sent:**

980 N. Federal Hwy, Suite #110  
Boca Raton, FL 33432

**Telephone number of Designated Agent:**

(561) 283 – 8800

**Email Address of Designated Agent:**

[remy@realt.co](mailto:remy@realt.co)

## **8. Trademarks**

RealToken, the RealToken logo and any other product or service name or slogan contained in the Sites are trademarks of RealToken and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of RealToken or the applicable trademark holder. You may not use any metatags or any other “hidden text” utilizing “RealToken” or any other name, trademark or product or service name of RealToken without our prior written permission. In addition, the look and feel of the Sites, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of RealToken and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Sites are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by RealToken.

## **9. Hyperlinks**

You are granted a limited, non-exclusive right to create a text hyperlink to the Sites for noncommercial purposes, provided such link does not portray RealToken or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a RealToken logo or other proprietary graphic of RealToken to link to this Sites without the express written permission of RealToken. Further, you may not use, frame or utilize framing techniques to enclose any RealToken trademark, logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/design of any page or form contained on a page on the Sites without RealToken’s express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of RealToken or any third party.

RealToken makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party Web sites accessible by hyperlink from the Sites, or Web sites linking to the Sites. Such sites are not under the control of RealToken and RealToken is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. RealToken provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by RealToken of any site or any information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

## **10. Third-Party Content**

RealToken may provide third party content on the Sites and may provide links to Web pages and content of third parties (collectively, “Third-Party Content”) as a service to those

interested in this information. RealToken does not control, endorse or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that RealToken is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content contained therein at their own risk.

## **11. Third-Party Products and Services**

RealToken may provide or allow users to provide information about or links to third-party products or services on the Sites. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. RealToken is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-RealToken advertisers or third-party information on the Sites.

## **12. Feedback**

You acknowledge and agree that any questions, comments, suggestions, feedback, ideas, plans, notes, drawings, original or creative materials or other information or materials regarding the Sites, RealToken or RealToken's general products or services (the "Feedback") that are provided by you in the form of email or other submissions to RealToken, or any postings on the Sites, are (as between you and RealToken) non-confidential and shall become the sole property of RealToken. RealToken shall own, and you hereby assign to RealToken, all exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **13. User Content and Interactive Services or Areas**

The Sites may include interactive areas or services ("Interactive Areas"), such as forums, chat rooms or message boards, online hosting or storage services, or other areas or services in which you or other users create, post or store any content, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code or other items or materials on the Sites ("User Content"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to upload to, post, transmit, store, distribute, create or otherwise publish through the Sites any of the following:

- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities

exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;

- User Content that is unlawful, libelous, defamatory, pornographic, obscene, lewd, indecent, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, fraudulent, inflammatory, or otherwise objectionable;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Viruses, corrupted data or other harmful, disruptive or destructive files;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; and
- User Content that, in the sole judgment of RealToken, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Sites, or which may expose RealToken or its users to any harm or liability of any type.
- You further agree that you are solely responsible for your conduct while on the Sites, and you agree that you will not do any of the following in connection with the Site or its users:
  - Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
  - Use the Site or the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or that could damage, disable, overburden or impair the functioning of the Site in any manner;



- Stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;
- Cheat or utilize unauthorized exploits in connection with the Service;
- Send any unsolicited commercial messages;
- Use the Site or the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms of Use; or
- Circumvent or attempt to circumvent any filtering, security measures or other features RealToken may from time to time adopt to protect the Sites, its users or third parties.

RealToken takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is RealToken liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. Enforcement of the user content or conduct rules set forth in these Site Terms is solely at RealToken's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Sites will not contain any content that is prohibited by such rules. As a provider of interactive services, RealToken is not liable for any statements, representations or User Content provided by its users in any public forum, personal home page or other Interactive Area. Although RealToken has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, RealToken reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Sites at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Sites at your sole cost and expense. Any use of the Interactive Areas or other portions of the Sites in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Sites.

## **14. Indemnification**

You agree to defend, indemnify and hold harmless RealToken, its affiliates, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Sites or your use of the Interactive Areas, including without limitation any actual or threatened suit, demand or claim made against RealToken and/or its affiliates, independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Site Terms or your violation of the rights of any third party.

## **15. Disclaimer**

Except as expressly provided to the contrary in a writing by RealToken, the sites, the site materials contained therein and the services provided on or in connection therewith (the “services”) are provided on an “as is” basis without warranties of any kind, either express or implied. RealToken disclaims all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the sites and the services, including the information, content and materials contained therein. RealToken does not represent or warrant that materials in the sites or the services are accurate, complete, reliable, current or error-free. RealToken does not represent or warrant that the sites or its servers are free of viruses or other harmful components.

RealToken is not responsible for typographical errors or omissions relating to pricing, text or photography. While RealToken attempts to make your access and use of the sites and the services safe, RealToken cannot and does not represent or warrant that the sites or its server(s) are free of viruses or other harmful components; therefore, you should use industry-recognized software to detect and disinfect viruses from any download.

## **16. Limitation of Liability**

In no event shall RealToken, its directors, members, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Sites, the Services, the content or the materials contained in or accessed through the Sites, including without limitation any damages caused by or resulting from reliance by user on any information obtained from RealToken, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to RealToken’s records, programs or services. In no event shall the aggregate liability of RealToken, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the sites or the services or to these site terms exceed any compensation you pay, if any, to RealToken for access to or use of the sites.

There are risks associated with using an internet based blockchain protocol (including the RealToken we may create for you implementing a customized ERC-20 standard), including but not limited to, risks relating to hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Account or the digital assets stored in your Wallet. You accept and acknowledge that RealToken will not be responsible for any communication failures, disruptions, errors, distortions, delays or third-party fraud you may experience caused by circumstances beyond our reasonable control.

REALTOKEN WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY DAMAGES ARISING FROM ANY DECISIONS OR ACTIONS MADE BY YOU BASED ON REALTOKEN SITES CONTENT OR INFORMATION ON REALTOKENS SERIES OFFERINGS OR THROUGH USE OF

CRYPTOCURRENCY OR REALTOKENS INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, INCORRECT CRYPTOCURRENCY WALLET ADDRESSES, BANK WIRE INFORMATION OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS, (C) CORRUPTED WALLET FILES, (D) UNAUTHORIZED ACCESS TO SITES OR SERVICES, (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF CYBER ATTACK AGAINST THE REALTOKEN SITES OR ANY ASSOCIATED SERVICES, INCLUDING THE REALTOKENS.

## **17. Modifications to the Sites**

RealToken reserves the right to change any and all content contained in the Sites and to modify, suspend or discontinue the Sites or any Services offered through the Sites or any features or functionality of the Sites or the Services at any time without notice and without obligation or liability to you.

## **18. Applicable Law and Venue**

These Site Terms and your use of the Sites shall be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be entirely performed within the State of Florida, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Site Terms shall be filed only in the state and federal courts located in Miami-Dade County, Florida and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

## **19. Termination**

Notwithstanding any of these Site Terms, RealToken reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites, and to block or prevent your future access to and use of the Sites.

## **20. Severability**

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.