

MY PLACE X

Blockchain Technology as Global Accessible Address and Identity System.

TERMS AND CONDITIONS

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1 GENERAL

You must read this Terms and Conditions agreement (also the "Terms and Conditions", or just "Terms") in full before entering into this agreement by means of participating in the MY PLACE X Event as described below and/or making use of the Whitepaper and any and all information available on the website(s) of the MY PLACE X Event in its legal and factual entirety (also the "MY PLACE X") outlined in the Whitepaper (the "Whitepaper") located at <http://www.myplacex.io> ("Website"). This Terms and Conditions also apply to the Whitepaper and any and all information available on the Website. The contents of this Terms and Conditions outline the terms and conditions applicable to you as a MY PLACE X participator in connection with (i) your use of the Whitepaper and of any and all information available on the Website; and (ii) your participation in MY PLACE X, in each case in addition to any other terms and conditions that we may publish from time to time relating to the Whitepaper, the Website and MY PLACE X. This Terms and Conditions may be updated from time to time and will separately or within a single document be published as part of the latest version of the Whitepaper which shall be available on the Website and from the time of publishing of the update it automatically shall be binding to MY PLACE X participants. You shall be obliged to read in full the latest available version of the Whitepaper available on the Website prior to participating in MY PLACE X.

The information set forth in this Terms and Conditions may not be exhaustive and does not imply any elements of a contractual relationship. While we take reasonable care to ensure that all

information: (i) in the Whitepaper; and (ii) available on the Website (all the information in the Whitepaper and all information available on the Website hereinafter referred to as the "Available Information") is accurate and up to date, such material in no way constitutes professional advice. Individuals intending to participate in MY PLACE X should seek independent professional advice prior to acting on any of the Available Information.

2 MAJOR LEGAL ISSUES

MY PLACE X has used reasonable endeavours to approach the token generation event in a responsible and sensible manner. Given the legal uncertainty concerning blockchain technologies businesses and activities in a number of jurisdictions, MY PLACE X has spent time and resources to consider its business approach and where it proposes to operate now and in the future. As such, it is possible that MY PLACE X tokens (the "Tokens", or "MPXT Tokens") described in the Whitepaper may comprise a security in your jurisdiction or the offer for generation by MY PLACE X of the Tokens in your jurisdiction may be a regulated or prohibited activity. MY PLACE X accepts no responsibility or liability to you in these or any other circumstances. You are strongly advised to take independent legal advice in respect of the legality in your jurisdiction of your participation in MY PLACE X and acquisition of Tokens.

Our Company Spot-X. Limited, Seychelles, Registered Number: 207231, Registered Address: Suite 15, 1st Floor, Oliaji Trade Centre, Francis Rachel Street, P.O.Box 1004, Victoria, Mahe, Seychelles, is a corporation duly organized, validly existing and in good standing under the laws of Seychelles and has all the necessary powers and authority to own, lease and operate its properties and carry on its business as currently being conducted. Spot-X is a software company that develops the My Place X software and system.

The execution, delivery and performance by the Company of all activities in relation to MY PLACE X is within the legal authorities of the Company.

To the best knowledge of the Company, the performance and consummation of the transactions contemplated by this MY PLACE X Event do not and will not violate any material judgement, statute, rule or regulation applicable to the Company.

No consents or approvals are required in connection with the performance of this activities other than any qualifications or filings under applicable securities laws.

Having been structured under Seychelles law MY PLACE X will use reasonable commercial endeavours to comply with all regulations and, to the reasonably practicable extent, with the regulations of other jurisdictions that it is able to. However, due to the current uncertain state of regulation relating to blockchain technology and token regulations across the world, MY PLACE X cannot guarantee the legality of MY PLACE X or the future business platform to be developed as envisaged by the Available Information or MY PLACE X ability to develop, structure and license any future Token functionality in every jurisdiction. However MY PLACE X will use its reasonable commercial endeavours to be responsive and compliant in the face of any regulatory inquiry.

The Tokens are functional utility tokens designed for use only on the MY PLACE X business platform that is yet to be fully developed and which will be strictly used as an intermediary marketplace venue for users by means of providing users with a platform where they could sell their

goods in exchange for Tokens, noting that such intermediary platform will not be used as money exchange, financial market or in any other ways involve use of fiat currencies. The Tokens are not securities or any other financial instruments. MY PLACE X is not taking any steps during the token generation event to make the Tokens exchangeable on any regulated or unregulated or primary or secondary market. In the event that you acquire Tokens they cannot be refunded or exchanged. MY PLACE X does not recommend acquisition of Tokens for speculative and/or investment purposes. Tokens do not entitle you to any equity, governance, voting or similar right or entitlement in MY PLACE X or in any of its affiliated companies. Tokens are sold as digital products, similar to downloadable software, digital music and the like. MY PLACE X does not recommend that you acquire Tokens unless you have prior experience with cryptographic tokens, blockchain-based software unless you have taken independent professional advice.

MY PLACE X may choose to make the Available Information accessible in a number of different languages. In the event of any conflict between the English version of the Available Information and any foreign language version, the English language version will prevail.

BY PARTICIPATING IN MY PLACE X YOU ALSO UNDERSTAND AND IRREVOCABLY AGREE WITH THE FOLLOWING

PLEASE NOTE THAT THESE TERMS AND CONDITIONS AGREEMENT CONSTITUTE AN INTEGRAL PART OF THE SPOT-X/MY PLACE X EVENT AND ITS WHITEPAPER, AND BY PARTICIPATING IN THE SPOT-X/MY PLACE X EVENT YOU FULLY AND IRREVOCABLY ACCEPT AND AGREE TO BE BOUND BY TERMS OF THE WHITEPAPER AND THE SET OUT BELOW TERMS AND CONDITIONS.

PLEASE NOTE THAT DUE TO BUSINESS RISKS ASSOCIATED WITH THE MY PLACE X TOKEN GENERATION EVENT YOU MAY LOSE ALL YOUR ASSETS THAT YOU SPEND ACQUIRING MPXT TOKENS. IN THE EVENT THAT YOU ACQUIRE TOKENS, YOUR TOKENS CANNOT BE REFUNDED OR EXCHANGED.

THERE IS NO GUARANTEE THAT THE UTILITY OF THE MPXT TOKENS OR THE PROJECT DESCRIBED IN MY PLACE X WHITEPAPER WILL BE DELIVERED.

YOU ARE WAIVING YOUR RIGHTS BY AGREEING TO THESE TERMS AND CONDITIONS AND PARTICIPATING IN MY PLACE X. BY PARTICIPATING IN MY PLACE X EVENT YOU AGREE TO HAVE NO RECOURSE, CLAIM, ACTION, JUDGEMENT OR REMEDY AGAINST MY PLACE X IF THE UTILITY OF THE MPXT TOKENS OR IF THE PROJECT DESCRIBED IN THE WHITEPAPER IS NOT DELIVERED OR REALISED.

IF YOU ARE UNCERTAIN AS TO ANYTHING IN THE WHITEPAPER OR YOU ARE NOT PREPARED TO LOSE ALL YOUR ASSETS THAT YOU SPEND ACQUIRING MPXT TOKENS. WE STRONGLY URGE YOU NOT TO ACQUIRE ANY MPXT TOKENS.

WE RECOMMEND YOU CONSULT LEGAL, FINANCIAL, TAX AND OTHER PROFESSIONAL ADVISORS OR EXPERTS FOR FURTHER GUIDANCE BEFORE PARTICIPATING IN MY PLACE X OUTLINED IN THE WHITEPAPER. YOU ARE STRONGLY ADVISED TO TAKE INDEPENDENT LEGAL ADVICE IN RESPECT OF THE LEGALITY IN YOUR JURISDICTION OF YOUR PARTICIPATION IN MY PLACE X BECAUSE BY PARTICIPATING IN SPOT-X MY PLACE X EVENT YOU

UNCONDITIONALLY INDEMNIFY AND HOLD HARMLESS MY PLACE X WITH REGARD TO ANY HARM AND/OR LOSSES.

MPXT TOKENS ARE NOT SHARES OR SECURITIES OF ANY TYPE. THEY DO NOT ENTITLE YOU TO ANY OWNERSHIP OR OTHER INTEREST IN MY PLACE X. THEY ARE MERELY A MEANS BY WHICH YOU MAY BE ABLE TO USE SERVICES AND PRODUCTS ON A PLATFORM THAT IS YET TO BE DEVELOPED. THERE IS NO GUARANTEE THAT THE PLATFORM WILL ACTUALLY BE DEVELOPED.

2.1 Restrictions

Citizens, nationals, residents (tax or otherwise), green card holders and/or Restricted Persons of any Restricted Jurisdiction are not permitted to participate and are expressly prohibited from participating in MY PLACE X.

The term "Restricted Jurisdiction" means and includes: the United States of America and any and all of its satellite states; or any other jurisdiction which prohibits or requires any supervision oversight licensing regulatory compliance legal compliance and/or prior approval from any regulatory (or similar) authority or body or from any monetary or securities body or authority for:

- (a) the possession, dissemination or communication of the Available Information; and/or
- (b) the participation in MY PLACE X and/or the acquisition of the MPXT Tokens and/or the offer for Generation of the Tokens or any similar activity or product.

The term "Restricted Persons" refers to any firm, MY PLACE X, partnership, trust, corporation, entity, government, state or agency of a state or any other incorporated or unincorporated body or association, association or partnership (whether or not having separate legal personality) that is established and/or lawfully existing under the laws of a Restricted Jurisdiction (including in the case of United States of America, under the federal laws of the United States of America or under the laws of any of its States).

The Tokens are not intended to constitute, and shall not constitute, investment instruments, equities or securities (of any nature whatsoever) in any jurisdiction. The Whitepaper does not constitute a prospectus or offer document of any sort and the Available Information is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. MY PLACE X does not provide any opinion or any advice to acquire, sell, or otherwise transact with Tokens and the presentation, publication or communication of all or any part of the Available Information shall not form the basis of, or be relied upon in connection with, any contract or investment decision.

2.2 No Advice

No part of the Available Information should be considered to be business, legal, financial or tax advice regarding MY PLACE X, the Tokens or any of the matters to which all or any part of the Available Information relates. You should consult your own legal, financial, tax or other professional advisor regarding the Available Information. You should be aware that you may be required to bear the economic risks of any acquisition of Tokens for an indefinite period of time.

2.3 Limitation of Liability

In no event shall MY PLACE X, its owners, beneficiaries or any current or former employees, officers, directors, partners, trustees, representative, agents, advisors, contractors, or volunteers of MY PLACE X (hereinafter the "MY PLACE X Representatives") be responsible or accountable or liable in any way whatsoever to any acquirer of Tokens for any loss of profits or otherwise or for any lost savings or for any incidental direct indirect special or consequential damages in each case arising out of or from or in connection with:

- (i) any failure by MY PLACE X or any of its affiliated companies to deliver or realize all or any part of the project or the platform or the membership network or the Token features described in or envisaged by the Available Information;
 - (ii) your use or inability to use at any time the services or the products or the platform or the membership network or Tokens offered by MY PLACE X;
 - (iii) the breach of any of these Terms by MY PLACE X or by MY PLACE X Representatives or by you or by any third party;
 - (iv) any security risk or security breach or security threat or security attack or any theft or loss of data including but not limited to hacker attacks, losses of password, losses of private keys, or anything similar;
 - (v) mistakes or errors in code, text, or images involved in MY PLACE X or in any of the Available Information; or
 - (vi) any information contained in or omitted from the Available Information;
 - (vii) any expectation promise representation or warranty arising (or purportedly arising) from the Available Information;
 - (viii) the volatility in pricing of Tokens in any countries and/or on any exchange or market (regulated, unregulated, primary, secondary or otherwise);
 - (ix) the acquire, use, Generation, re-Generation, redemption or otherwise of the Tokens; or
 - (x) your failure to properly secure any private key to a wallet containing Tokens,
- (collectively, the "Excluded Liability Matters").

The Available Information (including the Website and the Whitepaper) and the Tokens are provided on an "as is" basis and without any representations or warranties of any kind, either express or implied. You assume all responsibility and risk with respect to your use of the Available Information and acquiring of any number of Tokens and their use. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, you hereby irrevocably and unconditionally waive: (i) all and any claims (whether actual or contingent and whether as an employee, office holder, trustee, agent, principal or in any other capacity whatsoever or howsoever arising) including, without limitation, claims for or relating to the Excluded Liability Matters, any payment or repayment of the assets exchanged for Tokens, indemnity or otherwise that you may have against MY PLACE X or against any of MY PLACE X Representatives; and (ii) release and discharge MY PLACE X and all of MY PLACE X Representatives from any and all liability (of whatsoever nature or howsoever arising) it or they may have to you. If for any reason you hereafter bring or commence any action or legal proceeding in respect of any claim purported to be released and discharged pursuant to this paragraph or these Terms and Conditions, or otherwise attempt to pursue any such claim against MY PLACE X or any MY PLACE X Representative then you hereby irrevocably and unconditionally undertake to indemnify, and keep indemnified MY PLACE X and all MY PLACE X Representatives fully on demand from and against:

(a) all liabilities or losses suffered by MY PLACE X or any MY PLACE X Representative; and

(b) all reasonable costs, charges and reasonable expenses (including without limitation reasonable legal costs and expenses) reasonably and properly incurred by MY PLACE X or any MY PLACE X Representative,

in each case by reason of or in connection with the bringing or commencement of such action or pursuit of such claim by you.

If any provision or part-provision of this Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Terms and Conditions shall not affect the validity and enforceability of the rest of this Terms and Conditions.

2.4 No Representation & Warranties by Spot-X

Notwithstanding any other provision of these Terms or any statement made expressly or impliedly in the Available Information, MY PLACE X does not make or purport to make, and hereby disclaims, any representation warranty undertaking or covenant in any form whatsoever to any entity or person, including any representation warranty undertaking or covenant in relation to the truth, accuracy and completeness of any of the information set out in the Available Information.

By participating in My Place X, you represent and warrant that by who ever accesses and/or accepts possession or communication of all or any part of the Available Information, you represent and warrant (and shall be deemed to represent and warrant) to MY PLACE X on the date of such access or on the latest date on which you retain possession of all or any part of the Available Information as follows:

(a) you are over 18 (eighteen) years of age;

(b) you agree and acknowledge that the Tokens do not constitute shares or equities or securities or financial instruments or investments in any form in any jurisdiction;

(c) you agree and acknowledge that the Available Information (including the Whitepaper and the Website) does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and you are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of the Available Information;

(d) you agree and acknowledge that no regulatory authority has examined or approved of the Available Information, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of all or any part of the Available Information to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

(e) you agree and acknowledge that the Available Information, the undertaking and/or the completion of MY PLACE X, or future trading of the Tokens on any exchange or market (regulated, unregulated, primary, secondary or otherwise), shall not be construed, interpreted or deemed by you as an indication of the merits of MY PLACE X, the Tokens, MY PLACE X or the Available Information;

(f) the distribution or dissemination of the Available Information any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to MY PLACE X;

(g) you agree and acknowledge that in the case where you wish to acquire any Tokens, the Tokens are not to be construed, interpreted, classified or treated as:

(i) any kind of currency or commodity;

(ii) debentures, stocks or shares issued by any person or entity (whether MY PLACE X or otherwise);

(iii) rights, options or derivatives in respect of such debentures, stocks or shares;

(iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;

(v) units in a collective investment scheme;

(vi) units in a business trust;

(vii) derivatives of units in a business trust;

(viii) any other security or class of securities; or

(ix) any type of investment;

(h) you are fully aware of and understand that you are not eligible to acquire any Tokens or access the Available Information if you are a citizen, national, resident (tax or otherwise) and/or green card holder of a Restricted Jurisdiction or if you are a Restricted Person as defined above;

(i) you have a decent degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;

(j) you are fully aware and understand that in the case where you wish to acquire any Tokens, there are risks associated with: (A) MY PLACE X and its business and operations; (B) the Tokens; (C) MY PLACE X; and (D) relying or acting on all or any part of the Available Information;

(k) you agree and acknowledge that MY PLACE X is not liable for any direct indirect special incidental consequential or other losses of any kind in tort contract or otherwise (including but not limited to loss of revenue income or profits or loss of use or data or loss of reputation or loss of any economic or other opportunity of whatsoever nature or howsoever arising) arising out of or in connection with any acceptance of or reliance on the Available Information or any part thereof by you; and

(l) all of the above representations and warranties are true, complete, accurate and not misleading from the time of your last access to and/or possession of (as the case may be) the Available Information.

3 FORWARD-LOOKING STATEMENTS

All statements contained in the Available Information, statements made in any press releases or in any place accessible by the public and oral statements that may be made by MY PLACE X or MY PLACE X Representatives (as the case may be), that are not statements of historical fact, constitute "forward looking statements". Some of these statements can be identified by forward-looking terms such as "aim", "target", "anticipate", "believe", "could", "estimate", "expect", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "would", "will" or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding MY PLACE X financial position, business strategies, plans and prospects and the future prospects of the industry which MY PLACE X is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to MY PLACE X revenue profitability and growth, expected revenue profitability and growth, prospects, future plans, other expected industry trends and other matters discussed in the Available Information regarding MY PLACE X are matters that are not historic facts, but only estimations and predictions. MY PLACE X makes no representation or warranty on having made any predictions or estimates or expectations on the basis of any formula, any mathematical or scientific modelling or forecast, or having made any due and proper enquiries or having undertaken any independent research or studies or otherwise. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of MY PLACE X to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

(a) changes in legal political social economic and stock or cryptocurrency market conditions and the regulatory environment in the countries in which MY PLACE X conducts its business and/or its operations;

- (b) the risk that MY PLACE X may be unable or execute or implement its business strategies and future plans;
- (c) changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- (d) changes in the anticipated growth strategies and expected internal growth of MY PLACE X;
- (e) changes in the availability and fees payable to MY PLACE X in connection with its business and operations;
- (f) changes in the availability and salaries of employees who are required by MY PLACE X to operate its business and operations;
- (g) changes in preferences of customers of MY PLACE X;
- (h) changes in competitive conditions under which MY PLACE X operates, and the ability of MY PLACE X to compete under such conditions;
- (i) changes in the future capital needs of MY PLACE X and the availability of financing and capital to fund such needs;
- (j) war or acts of international or domestic terrorism;
- (k) occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of MY PLACE X;
- (l) other factors beyond the control of MY PLACE X; and
- (m) any risk and uncertainties associated with MY PLACE X and its business and operations, the Tokens, MY PLACE X and reliance on all or any part of the Available Information.

All forward-looking statements made by or attributable to MY PLACE X or MY PLACE X Representatives are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of MY PLACE X to be materially different from that expected, expressed or implied by the forward-looking statements in the Available Information, undue reliance must not be placed on these statements.

These forward-looking statements are applicable only as of the later of the date of publication of the Whitepaper and the latest date that the Website has been updated. Neither MY PLACE X nor MY PLACE X Representatives nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of MY PLACE X will be as discussed in those forward-looking statements. The actual results, performance or achievements of MY PLACE X may differ materially from those anticipated in these forward-looking statements.

Nothing contained in the Available Information is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of MY PLACE X. Further, MY PLACE X disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before deciding to participate in MY

PLACE X. To the best of MY PLACE X knowledge and belief, all risk factors which are material to you in making an informed judgment to participate in MY PLACE X have been set out below. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of operations of MY PLACE X and the maintenance and level of usage of the Tokens could be materially and adversely affected. In such cases, the trading price of Tokens (in the case where they are listed on an exchange or market (regulated, unregulated, primary, secondary or otherwise)) could decline due to any of these considerations, uncertainties or material risks, and you may lose all or part of your Tokens or the economic value thereof.

4 RISKS OF MY PLACE X

There is no prior market for Tokens and MY PLACE X may not result in an active or liquid market for the Tokens. In the event that MY PLACE X ever decides to seek the approval for availability of the Tokens for trading on a cryptocurrency exchange or market, there is no assurance that such approval will be obtained. Furthermore, even if such approval is granted by a cryptocurrency exchange, there is no assurance that an active or liquid trading market for the Tokens will develop, or if developed, will be sustained after the Tokens have been made available for trading on such market. There is also no assurance that the market price of the Tokens will not decline below the original or issue Acquisition Price (the "Acquisition Price"). The Acquisition Price may not be indicative of the market price of the Tokens after they have been made available for trading on a market. A Token is not a currency issued by any central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit nor is it a commodity in the traditional sense of that word. MY PLACE X is not responsible for, nor does it pursue, the circulation and trading of Tokens on any market. Trading of Tokens will merely depend on the consensus on its value between the relevant market participants. No one is obliged to acquire any Token from any holder of the Token, including the acquirers, nor does anyone guarantee the liquidity or market price of Tokens to any extent at any time. Furthermore, Tokens may not be resold to acquirers who are citizens, nationals, residents (tax or otherwise) and/or green card holders of Restricted Jurisdictions or to Restricted Persons or to acquirers in any other jurisdiction where the acquisition of Tokens may be in violation of applicable laws. Accordingly, MY PLACE X cannot ensure that there will be any demand or market for Tokens, or that the Acquisition Price is indicative of the market price of Tokens after they have been made available for trading on any cryptocurrency exchange or market.

Future Generations or issuance of the Tokens could materially and adversely affect the market price of Tokens. Any future Generation or issuance of the Tokens would increase the supply of Tokens in the market and this may result in a downward price pressure on the Token. The Generation or distribution of a significant number of Tokens outside of MY PLACE X (including but not limited to the Generations of Tokens undertaken after the completion of the initial crowd Generation, issuance of Tokens to persons other than acquirers for purposes of community initiatives, business development, academic research, education and market expansion and issuance of Tokens as a reward to users of MY PLACE X business platform that is yet to be developed or otherwise), or the perception that such further Generations or issuance may occur, could adversely affect the trading price of the Tokens.

Negative publicity may materially and adversely affect the price of the Tokens. Negative publicity involving MY PLACE X, MY PLACE X that is yet to be developed, the Tokens or any of the key personnel of MY PLACE X and/or regulation of blockchain technologies, cryptocurrencies and/or

crowd Generations of tokens in any jurisdiction, may materially and adversely affect the market perception or market price of the Tokens, whether or not it is justified.

There is no assurance of any success of MY PLACE X or business platform that is yet to be fully developed as envisaged by the Available Information. The value of, and demand for, the Tokens hinges heavily on the performance of MY PLACE X and business platform that is yet to be developed and the continuous active engagement of its users and success of its contemplated business lines. There is no assurance that MY PLACE X will be successful or that its business platform that is yet to be developed will gain or continue to gain traction. While MY PLACE X has made every effort to provide a realistic estimate, there is also no assurance that the cryptocurrencies raised in MY PLACE X will be sufficient for the development of MY PLACE X business platform. For the foregoing or any other reason, the development of MY PLACE X business platform and launch of the anticipated Token functionality may not be completed and there is no assurance that it will be launched at all. As such, distributed Tokens may hold little or no worth or value and this would impact any trading price and/or use of the Tokens.

The funds raised in MY PLACE X are exposed to risks of theft. MY PLACE X will make every effort to ensure that the funds received from MY PLACE X will be securely held in a multi-signature wallet, which is a multi-signature address with access thereto by private keys held by reputable and trusted parties. Further, MY PLACE X may make every effort to ensure that the funds received by it from MY PLACE X will be securely held through the implementation of security measures. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on MY PLACE X website, in the smart contract(s) on which the multi-signature wallet and MY PLACE X relies, on the Ethereum blockchain or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if MY PLACE X is completed, MY PLACE X may not be able to receive the cryptocurrencies raised and MY PLACE X may not be able to use such funds for the development of MY PLACE X business platform. In such case, the launch of MY PLACE X business platform might be temporarily or permanently curtailed. As such, distributed Tokens may hold little worth or value and this would impact their trading price.

4.1 No Offer of Securities

The Whitepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. No person is bound to enter into any contract or binding legal commitment and no Ethereum or other form of consideration for participation in MY PLACE X is to be accepted on the basis of all or any part of the Available Information. Any agreement in relation to any Generation and acquire of Tokens is to be governed by the terms and conditions of such agreement and no other document. In the event of any inconsistencies between the terms and conditions of that agreement and the Available Information, those terms and conditions shall prevail. You are not eligible to acquire any Tokens in MY PLACE X if you are a citizen, resident (tax or otherwise) or green card holder of a Restricted Jurisdiction or you are a Restricted Person. No regulatory authority has examined or approved of any of the Available Information. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of the Available Information does not imply that the applicable laws, regulatory requirements or rules have been complied with.

5 RISKS RELATING TO MY PLACE X

MY PLACE X business platform that is yet to be developed.

Any events or circumstances which adversely affect MY PLACE X or any of its successor or affiliated operating entities may have a corresponding adverse effect on MY PLACE X business platform that is yet to be developed, including but not limited to the development, structuring and launch of MY PLACE X business platform. Such adverse effects would correspondingly have an impact on the utility, liquidity, and the trading price of the Tokens.

MY PLACE X may be materially and adversely affected if it fails to effectively manage its operations as its business develops and evolves, which would have a direct impact on its ability to develop, maintain or operate MY PLACE X business platform and/or develop, structure and/or license any Token functionality.

The industries in which MY PLACE X competes have grown rapidly over the past few years and continue to evolve in response to new technological advances, changing business models, shifting regulations and other factors. As a result of this constantly changing environment, MY PLACE X may face operational difficulties in adjusting to the changes, and the sustainability of MY PLACE X will depend on its ability to manage its operations, ensure that it hires qualified and competent employees, and provides proper training for its personnel. As its business evolves, MY PLACE X must also expand and adapt its operational infrastructure. MY PLACE X business will in part rely on its blockchain-based software systems or other related token storage mechanisms, blockchain technology and smart contract technology. All of these systems, tools, and skill sets represent complex, costly, and rapidly changing technical infrastructure. In order to demonstrate continued ability to effectively manage technical support infrastructure for MY PLACE X business platform that is yet to be developed and the future functionality of the Tokens, MY PLACE X will need to continue to upgrade and improve its data systems and other operational systems, procedures, and controls. These upgrades and improvements will require a dedication of resources and are likely to be complex and increasingly rely on hosted computer services from third parties that MY PLACE X does not or will not control. If MY PLACE X is unable to adapt its systems and organization in a timely, efficient, and cost-effective manner to accommodate changing circumstances, its business, financial condition and/or results of operations may be adversely affected. If the third parties whom MY PLACE X relies on are subject to a security breach or otherwise suffer disruptions that impact the services MY PLACE X uses, the integrity and availability of its internal information could be compromised, which may consequently cause the loss of confidential or proprietary information and/or economic loss. The loss of financial, labor or other resources, and any other adverse effect on MY PLACE X business, financial condition and/or operations, would have a direct adverse effect on MY PLACE X ability to develop maintain or operate MY PLACE X business platform and/or to develop, structure and/or license the anticipated Token functionality. Any adverse effects affecting MY PLACE X business or technology are likely to also adversely impact the utility and/or other qualities of the Tokens.

MY PLACE X may experience system failures, unplanned interruptions in its network or services, hardware or software defects, security breaches or other causes that could adversely affect MY PLACE X infrastructure network, and/or MY PLACE X business platform that is yet to be developed.

MY PLACE X is not able to anticipate when there would be occurrences of hacks, cyber-attacks, distributed denials of service or errors, vulnerabilities or defects in: MY PLACE X business

platform that is yet to be developed, in the smart contracts on which MY PLACE X or MY PLACE X business platform relies, or on the Ethereum or any other blockchain. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. MY PLACE X may not be able to detect such hacks, cyber-attacks, distributed denials of service errors vulnerabilities or defects in a timely manner, and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession. MY PLACE X network or services, which would include MY PLACE X business platform that is yet to be developed and, if successfully structured, developed, licensed and launched, the Token functionality, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond MY PLACE X control. There can be no assurance that cyber-attacks, such as distributed denials of service, will not be attempted in the future or that MY PLACE X security measures will be effective. MY PLACE X may be prone to attacks on its infrastructure intended to steal information about its technology, financial data or user information or take other actions that would be damaging to MY PLACE X and/or holders of the Tokens. Any significant breach of MY PLACE X security measures or other disruptions resulting in a compromise of the usability, stability, and security of MY PLACE X business platform that is yet to be developed may adversely affect the utility, liquidity and/or trading price of the Tokens. MY PLACE X may in the future be dependent in part on the location and data center facilities of third parties. MY PLACE X future infrastructure network may be established in whole or in part through servers which it owns and/or houses at the location facilities of third parties, and/or servers that it rents at data center facilities of third parties. If MY PLACE X is unable to renew its data facility leases on commercially reasonable terms or at all, MY PLACE X may be required to transfer its servers to a new data center facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third-party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorized access to the data in such servers. MY PLACE X and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures. General global market and economic conditions may have an adverse impact on MY PLACE X operating performance, results of operations and/or cash flows. MY PLACE X could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on MY PLACE X business, operations and financial condition, including decreases in revenue and operating cash flows, and inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle economic environment, MY PLACE X may experience the negative effects of a slowdown in trading and usage of MY PLACE X business platform that is yet to be developed and may delay or cancel the development, structuring, licensing and/or launch of the anticipated Token functionality. Suppliers on which MY PLACE X relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on MY PLACE X operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant, adverse impact on MY PLACE X business, financial condition and results of operations and hence, adversely affect MY PLACE X business platform that is yet to be developed and/or the ability to develop, structure, license and/or launch any Token functionality. Any such circumstances would then correspondingly negatively impact the utility or other qualities of the Tokens.

5.1 Spot-X, My Place X or the Tokens may be affected by newly implemented regulations.

Blockchain technologies are generally unregulated worldwide, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern blockchain technologies businesses and activities. MY PLACE X or the Tokens may be affected by newly implemented regulations relating to blockchain technologies businesses and activities, including having to take measures to comply with such regulations, or having to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost and may also require substantial modifications to MY PLACE X business platform that is yet to be developed and/or the anticipated Token functionality. This may impact the appeal or practicality or functionality of MY PLACE X business platform that is yet to be developed and/or the anticipated Token functionality for users and result in decreased usage of and demand for MY PLACE X business platform and the Tokens. Further, should the costs (financial or otherwise) of complying with such newly implemented regulations exceed a certain threshold, maintaining MY PLACE X business platform that is yet to be developed and/or developing, structuring, licensing and/or launching the Token functionality may no longer be commercially viable, and MY PLACE X may opt to discontinue MY PLACE X business platform that is yet to be developed and/or the anticipated Token functionality, and/or the Tokens. Further, it is difficult to predict how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting blockchain technology and its applications, including MY PLACE X business platform that is yet to be developed and/or the anticipated Token functionality, and/or the Tokens. MY PLACE X may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. In scenarios such as the foregoing, the utility, liquidity, and/or trading price of Tokens will be adversely affected and/or Tokens may cease to be traded.

There may be unanticipated risks arising from the Tokens.

Cryptographic tokens such as the Tokens are a relatively new and dynamic technology. In addition to the risks included in the above discussion of risk factors, there are other risks associated with your acquisition, holding, and use of the Tokens, including those that MY PLACE X cannot anticipate. Such risks may further appear as unanticipated variations or combinations of the risks discussed above.

6 PRIVACY POLICY

By acquiring Tokens, you agree to your personal data, (i.e., your e-mail address, name, address and other details personal to you) being processed by MY PLACE X for its business purposes or the purposes of building, promoting, and communicating (about) MY PLACE X business platform that is yet to be developed and the Tokens. MY PLACE X agrees to keep your email address and other personal data private and not share it with the public (e.g., by including it on any external lists or selling to any third parties).

6.1 *Restrictions on Distribution and Dissemination of the Available Information*

The distribution or dissemination howsoever of all or any part of the Available Information may be prohibited or restricted by the laws, regulatory requirements and rules of certain jurisdictions. In the case where any such restriction applies, you are responsible for informing yourself in respect of the same and for observing any such restrictions which are applicable to your possession and/or dissemination of all or any part of the Available Information at your own expense and without liability to MY PLACE X.

Persons to whom a copy of all or any part of the Available Information has been distributed or disseminated, provided access to or who otherwise have all or any part of the Available Information in their possession shall not circulate it to any other persons, reproduce or otherwise distribute any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

The presentation of the Available Information is solely for informational purposes. Anyone interested in acquiring Tokens and participating in MY PLACE X should consider the various risks prior to making any kind of decision in respect of MY PLACE X. The Available Information does not comprise any advice by MY PLACE X or by MY PLACE X Representatives, or any recommendation to any recipient of the Available Information, by the virtue of any participation in MY PLACE X or otherwise. The Available Information does not necessarily identify, or claim to identify, all the risk factors connected with MY PLACE X, MY PLACE X business platform that is yet to be developed, the Tokens, MY PLACE X, any future Token functionality or the Available Information. All the participants must make their own independent evaluation, after making such investigations as they consider essential, of the merits of participating in MY PLACE X and after taking their own independent professional advice. Any participant in MY PLACE X should check with and rely upon their own investment, accounting, legal and tax representatives and consultants in respect of such matters concerning MY PLACE X, MY PLACE X business platform that is yet to be developed, the Tokens, MY PLACE X, any future Token functionality and the Available Information and to assess separately the financial risks, consequences and appropriateness of the acquisition of Tokens, or if in any doubt about the facts set out in the Available Information. An acquisition of Tokens comprises considerable risk and might involve extraordinary risks that may lead to a loss of all or a significant portion of assets utilized to acquire Tokens. Participants of MY PLACE X are urged to completely understand, be aware of and accept the characteristics of MY PLACE X, MY PLACE X business platform that is yet to be developed, the Tokens, MY PLACE X, any future Token functionality and the Available Information. If you are not prepared to accept any or all of these Terms or the risks set out in these Terms and Conditions then **YOU ARE URGED NOT TO PARTICIPATE IN MY PLACE X**. No guarantee or assurance is given by MY PLACE X or by MY PLACE X Representatives that MY PLACE X proposals, objectives and/or outcomes set out in the Available Information will be achieved in whole or in part. You are urged to consider whether participation in MY PLACE X is suitable for you having regard to your personal and financial circumstances and your financial resources.