Terms and Conditions
for participating at CryptoBoard token (CBDX) token sale

VERSION 1.1.

Ljubljana, January 2020

Mitja Glavnik
CryptoBoard Blockchain Corporation
Abstract

Please read the following Terms and Conditions carefully. If you do not agree to all of these terms, please do not use this Website or any information, links or content contained on this Website, do not use any documents and information sent to you by the CryptoBoard Blockchain Corporation. Your access to and use of this Website, CryptoBoard Blockchain Corporation Token Sale and CryptoBoard Blockchain Corporation documents constitutes your acceptance of and agreement to abide by each of the terms set out below.
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1. Introductory Provisions and Definition of the Terms Used

These Terms and Conditions (hereinafter referred to as Terms) apply to the terms of sale of CryptoBoard Blockchain Corporation (hereinafter referred to as CryptoBoard).

1.1. The organizer of the Token Sale is CryptoBoard Blockchain Corporation which is operating through GETON d.o.o. Branch - CryptoBoard Blockchain Corporation, with registered office at Gosposvetska cesta 4a, 1000-Ljubljana, Slovenia, Reg. Number: 8210705005 for the account and benefits of its subsidiary entity (hereinafter each or both also Token Provider).

1.2. Website: https://cryptoboard.media.

1.3. Backer: A natural or legal person that backs CryptoBoard by acquiring CryptoBoard Tokens from the CryptoBoard Token Sale by exchanging cryptocurrencies for CryptoBoard Tokens.

1.4. CBDX Token: A cryptocurrency Token called a CBDX Token, or short, CBDX (hereinafter referred to as token or CBDX).

1.5 CBDX Token smart contract deploy entity is “GetOn News” Institute, Gosposvetska cesta 4A, 1000 Ljubljana, Reg. No.: 8529884000T, official ERC20 address: x63a28B12360C8628757431072191920D2f779B60

1.6. Cryptocurrency: A cryptocurrency (or crypto currency) is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency (source: https://en.wikipedia.org/wiki/Cryptocurrency).


1.8. Blockchain company market share (CryptoBoard Blockchain Corporation market share) is measured according to GetOn muti-platform internal protocol and is not depended or affected by national or worldwide official indexes.

2. Website and Other Materials

2.1. Details about CryptoBoard are available on the Website, which shall form an integral part of these Terms. The Backer agrees not to copy any information from the Website without the permission of the CryptoBoard except information for personal non-commercial use.

2.2. CryptoBoard Whitepaper prepared by CryptoBoard team describes CryptoBoard thoroughly and it is available on the Website (here in after referred to as the Whitepaper). The Whitepaper shall form
an integral part of these Terms. In case of any discrepancy between the provisions of these Terms and the provision of the Whitepaper, the provisions of the Terms shall prevail.

3. Token Sale and Return of the Funds

3.1. CryptoBoard financing shall be performed by funds raised by Backers by means of the Token Sale.

3.2. The initial Token Sale shall start on February 24th, 2020 at 00.00 (GMT+1) and shall continue until March 21st, 2020 at 24.00 (GMT+1).

3.3 The permanent Token Sale start when Initial Token Sale ends, i.e. on March 23rd, 2020 at 00.00 (GMT+1). In any case, the Token Sale immediately stops once all CBDX Tokens from in CryptoBoard Blockchain Corporation Liquidity Poll (ACS). Token Sale can re-continue at the moment of additional CBDX Tokens are injected into CBDX Liquidity Pool.

3.4. Additional provisions: In addition to the provision set herein, the Token Sale shall be governed by the provisions of the Whitepaper, CBDX Price and Token Supply.

3.5. GETON voucher: In the Token Sale phase, GETON voucher, a cryptocurrency with a value meant to mirror the value of the EUR, will be accepted for the exchange of CBDX Tokens.

4. Acceptance of the Terms

4.1. By inputting Backer’s data in the Website form and sending it to the CryptoBoard Blockchain Corporation by pressing a button, the Backer confirms that they have thoroughly read and fully understood each and every provision of these Terms, which are effective and binding on both Parties.

4.2. By accepting these Terms, and provided that the other conditions set out hereunder have been met, the Backer enters into a binding contract with the CryptoBoard Blockchain Corporation.

5. Creation of CBDX Tokens

5.1. In exchange for the funds received during the Token Sale, and based on the value thereof, the CryptoBoard Blockchain Corporation shall provide appropriate supply of CBDX tokens. They should be either:

5.1.1 Purchased from CryptoBoard subscribers and participants which get them according to GetOn’s DPMC algorithm and transferred from undistributed supply to circulating supply.

5.1.2. Acquired from purchase with 8% share from token sale

5.1.3. Acquired from CBDX token direct deposits to CryptoBoard Blockchain Corporation.
6. Token Distribution

6.1. The created CBDX Tokens shall be transferred to CryptoBoard media platform subscribers and participants according to the GetOn’s DPMC algorithm. No token is sold from initial created supply to anyone. CryptoBoard Blockchain Corporation is able to purchase such tokens on the exchange and inject them into dedicated CBDX Liquidity Pool.

6.2. Each individual Backer from token sales is able to sell tokens from rewards on the exchange or to participate with CBDX tokens as stakeholder of CryptoBoard Blockchain Corporation.

6.3. The value of a CBDX will be calculated according to the GetOn’s DPMC algorithm, officially published on geton.plus website, where the price of token depends of remaining supportive (undistributed) supply dedicated to support market share acquiring activities on the CryptoBoard media platform.

7. Acquisition of CBDX Tokens

7.1. CBDX Tokens allocated to each individual Backer in accordance with the provisions of these Terms shall be transferred by the CryptoBoard to the Backer’s account wallet. This wallet is actually Ethereum wallet (ERC20 standard) and accessible also through MyEtherWallet, MetaMask, and similar.

7.2. The allocated CBDX Tokens shall be ready for transfer to the Backer’s wallet address immediately after Ethereum blockchain network confirms the transaction. However, the CryptoBoard reserves the right to postpone allocation if additional checks and safeguards are needed prior to allocation and to ascertain such transfer to be technically plausible and secure.

7.3. The Backer shall receive confirmation of token allocation by email.

8. Timeline

CryptoBoard development Timeline is set out in the Whitepaper. This Timeline is set out on a “best effort” basis to predict future work and phases; however, given that it is almost impossible to exactly predict future events and development, the CryptoBoard reserves the right to adjust the Timeline to future business developments.
9. Cancellations and Refund Policy

The Backer acknowledges that all token exchanges are final and that the CryptoBoard is not obligated to refund or compensate in lieu of any token exchanges for any reason. The Backer has no right to withdraw from the Token Sale or cancellation of the token exchange.

10. Privacy and Data Protection Policy

10.1. The Backer is responsible for themselves and for their responsible persons for the confidentiality, protection and use of access passwords, user names and other data.

10.2. The Backer is responsible for the actions of their responsible persons as if they were their own.

10.3. The CryptoBoard and the Backer are obligated to protect all data concerning the other contracting party which they obtain through or in relation to their cooperation, as a business secret, during their cooperation and for at least three (3) years after the termination of the validity of the contractual relationship.

10.4. The information, which is a business secret, must not be used by the contracting parties on their own or with others for purposes beyond the contractual relationship, and must not be submitted to third parties or enable third parties to be acquainted with it. The prohibition of the submission information to third parties does not apply to the CryptoBoard where and to the extent it is necessary to provide services as per the concluded contractual relationship.

10.5. In no case may the Backer make a press statement using data that are considered a business secret, except with the prior written consent of the CryptoBoard.

10.6. The Backer agrees that the CryptoBoard or a third party may send email notifications related to the operation of the services and delivery and their capacities, upgrades referring to the services, changes or amendments to these Terms, campaigns or benefits in using the services and deliveries, as well as other service related messages. The Backer agrees that these notifications may also include commercial messages (ads) from the CryptoBoard or third parties.

10.7. The Backer agrees that the CryptoBoard sends them electronic messages to its email address entered upon registration, and to keep and process the data on the Backer in the way determined in this Article.

10.8. The Backer understands and agrees that in terms of sent email notifications, the CryptoBoard may record the data on the Backers who read a specific email message and the data on the online links in the respective message the Backers opened (clicked). The Backer agrees that the CryptoBoard
may use the data thus obtained to adjust offers and/or contents of future email notifications sent to a specific Backer.

10.9. The Backer agrees that the CryptoBoard may use all the data gathered within the scope of implementing the services and deliveries for the Backer for its own needs without limitations, including market analyses and the adjustment of products and services to the findings of the analyses.

10.10. The Backer explicitly allows CryptoBoard to send information, notifications and survey questionnaires directly or indirectly related to the CryptoBoard services to the Backer’s email address during the contractual relationship until the cancellation or opting out of receiving these kinds of notifications.

10.11. The Backer agrees that for the purposes of its operation, the CryptoBoard shall gather and process the personal data of its contact persons who communicate with the CryptoBoard with regard to services and deliveries.

10.12. The contracting parties undertake to protect the personal data of employees and contractual workers of other contracting parties or related data as per the EU’s General Data Protection Regulation (GDPR).

10.13. You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us over email.

11. Warranties and Disclaimers

11.1. The CryptoBoard does not make and expressly disclaims any warranties, expressed or implied, neither during crowdsale, sale, in relationship towards the Backer or in general.

11.2. The CryptoBoard does not warrant that CBDX Tokens or the process of cryptocurrency transactions and receiving CBDX Tokens will be uninterrupted or flawless and that the exchange of CBDX Tokens will result in receiving CBDX Tokens by the Backer, and also do not warrant the ability of anyone to exchange cryptocurrencies or use CBDX Tokens. The Backer acknowledges that they might lose the entire amount they paid to the CryptoBoard.

11.3. The Backer expressly acknowledges, understands and agrees that they are exchanging cryptocurrencies and acquiring CBDX Tokens at their sole risk and that the CBDX Tokens are each provided, used and acquired on an “as is” and on an “as available” basis without representations, warranties or guarantees by the CryptoBoard.
11.4. The Backer will implement all reasonable, appropriate and sufficient measures designed to secure access to: (a) any device associated with the Backer and utilized in connection with the acquisition of CBDX Tokens; (b) any private keys or access passwords to the Backer’s accounts and wallets; and (c) any other username, passwords or other logins or identifying credentials. In the event that the Backer is no longer in possession of the Backer’s private keys or any device associated with the Backer’s wallet or is not able to provide the Backer’s login or identifying credentials, the Backer may lose all of the CryptoBoard CBDX Tokens and/or access to the CryptoBoard or Backer’s account. The Backer is under no obligation to recover any CBDX Tokens and the Backer acknowledges, understands and agrees that all acquisitions of CBDX Tokens are nonrefundable and no-irreversible.

11.5. The Backer must provide digital wallet address that supports the CBDX Token. If the Backer sends to the CryptoBoard digital wallet address that is not an Ethereum compatible wallet or the Backer sends a wrong wallet address, the Backer may lose all the CBDX Tokens sent to this address.

11.6. The Backer is only allowed to acquire the CBDX tokens if and by acquiring the CBDX tokens they covenant, represent, and warrant that they are neither a citizen, resident or tax resident nor have a primary residence or domicile of a country, state or territory where such rights are prohibited, not allowed as defined by these Terms or restricted to the level disadvantageous to the Backer to obey definitions set by these Terms and to enter into the purchase (e.g. the United States of America, the Democratic People’s Republic of Korea, Algeria or Myanmar (Burma), Iran). In order to acquire the CBDX tokens and by acquiring the CBDX tokens the Backer covenants, represents, and warrants that none of the owners or beneficiaries of the company, of which the Backer is an authorized officer, is a citizen, resident or tax resident nor have a primary residence or domicile. Should this change at any time, it must immediately cease its activity and notify CryptoBoard.

11.7. If buying, selling, acquiring and the usage of cryptocurrency and/or CBDX Tokens, participation in the Token Sale and/or other transactions indicated in this Terms of Sale and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you are obliged not to participate in the Token Sale, not to use the Website and not to use or acquire the CBDX tokens. Failure to comply with the local laws may result in the loss of your Account and any assets contained within.
11.8. CryptoBoard shall reserve the right to refuse the exchange of funds to CBDX tokens, their allocation or distribution to anyone who does not meet the criteria necessary for their acquiring, as set out in these Terms, the Website and by the applicable law.

11.9. CBDX Tokens are not shares of the CryptoBoard. CBDX Tokens do not represent ownership, interests or grant ownership, control or voting rights in the CryptoBoard, nor do they grant any rights to receive a share of the CryptoBoard profit.

11.10. The Website, the Whitepaper and other materials are prepared for the Backer’s general information only. It is not intended to be a recommendation to participate in the Token Sale and/or to use the CBDX Tokens.

11.11. All payments/money transfers the Backer makes will be made only in the Backer’s name.

11.12. The Backer expressly acknowledges, understands and agrees that the Backer is using the CBDX Tokens, the Website and other CryptoBoard documents at the Backer’s sole risk and that the CBDX Tokens, the Website and other CryptoBoard documents are each provided, used and acquired on an “as is” an on an “as available” basis without representations, warranties, promises or guarantees whatsoever of any kind by the CryptoBoard and the Backer shall rely on its own examination and investigation thereof.

12. Limitation of Liability

12.1. In no case shall the CryptoBoard be liable for any damage incurred by the Backer in using the CryptoBoard services or in relation thereof, if the damage is a direct or indirect result of:
- the action or omission of the Backer or a person for which the Backer is responsible, or who acts upon the Backer’s authorization or in the Backer’s interest;
- actions of third parties, including the persons who on their own behalf or together with the CryptoBoard provide the operation of an individual service or a part of a service or deliveries;
- force majeure; events that the CryptoBoard could not foresee upon concluding the contractual relationship and which or the consequences of which cannot be avoided are deemed as force majeure; for example, but not exclusively; force majeure includes floods, wars, extraordinary events, demonstrations, instances of civil disobedience, measures of national or local authorities, fire, earthquake, strikes, interruptions to production processes, traffic jams and other cases recognized by case. The Backer explicitly agrees that a long disconnection or disturbances to the power supply, unforeseen hardware or software faults, failures in the telecommunication network or disturbances
to its access, technical problems of the suppliers of products and services required and used by the CryptoBoard shall also be deemed as force majeure; the foregoing events shall be deemed as force majeure even if they stem from the domain of the CryptoBoard.

12.2. In no case shall the CryptoBoard be liable for any indirect damages and for loss of profit.

12.3. In no case shall the CryptoBoard be responsible for any loss, damage or change to the Buyer’s content saved on the CryptoBoard equipment.

12.4. In no case shall the CryptoBoard be liable for damages caused to the Backer by computer malware or other harmful and/or malicious programs or other software or due to breach of the computer or information system.

12.5. The Backer itself is responsible for preparing and saving backups of its data that have been stored on the CryptoBoard servers.

12.6. If in any case the exclusions of liability of the CryptoBoard shall be declared void or illegal, then the CryptoBoard liability shall be limited to the maximum extent allowed by the applicable legislation.

12.7. We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the “Third-Party Content”) for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such a Third-Party.

13. Risks

13.1. Token Sales projects are not legally very well regulated yet, and there is a huge absence of legal practice and regulators’ guidance. By participating in CryptoBoard you acknowledge that you have been informed about the following risks associated with CryptoBoard, the Website, the Promotional materials, the CBDX Tokens and the Token distribution.

13.2. Risk of losing CBDX Tokens if the wrong Wallet Address has been provided.

If you send to the CryptoBoard the wrong wallet address or a wallet address that does not support the CBDX or you lose your private keys to the wallet address that was sent to the CryptoBoard, it can result in the loss of CBDX Tokens.

13.3. Risk of losing CBDX Tokens if the provided wallet address does not support Ethereum platform-based Tokens and risk of malfunction of Ethereum Network. If the Backer sends to the CryptoBoard a digital wallet address that is not an
Ethereum compatible wallet or the Backer sends a wrong wallet address, the Backer may lose all the CBDX Tokens sent to this address.

There is a possibility that the Ethereum Network (with which CBDX Tokens are in interaction) malfunctions which can result in a transfer delay or even the loss of CBDX Tokens.

13.4. Risk of a Crypto Exchange malfunction

The CryptoBoard is not and will not be responsible if the Backer is using Crypto or other Exchanges where one can trade with cryptocurrencies and crypto tokens.

13.5. Risk of loss of value

Since the value of the CBDX Tokens will be determined in the future by demand and supply, the value of the CBDX Tokens might fluctuate enormously or even drop to zero.

13.6. Risk of low or no liquidity

The CBDX Token exchange market price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in the CBDX token exchange value. Such fluctuations are due to the market forces and represent changes in the balance of supply and demand. The CryptoBoard cannot and does not guarantee any market liquidity for the CBDX. Additionally, due to the different regulatory requirements in different jurisdictions, the liquidity of the CBDX Token may be markedly different in different jurisdictions.

13.7. Risk of a hacker attack

You understand and accept the risk that hackers or other groups or organizations may attempt to steal CBDX Tokens or otherwise interrupt or cancel the CryptoBoard Token Sale, business or usage of CBDX Tokens and You acknowledge that any such attempt resulting in a theft or loss of CBDX Tokens shall not be covered by the CryptoBoard at all times.

13.8. Risk of security weakness in the CBDX Tokens’ source code

There is a risk of unintended security weakness in the CBDX Tokens source code that might result in a loss of CBDX Tokens.

13.9. Risk of unfavorable regulatory action

Cryptocurrencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. CryptoBoard may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue
any action in connection with the CryptoBoard, as well as be impacted by one or more regulatory enquiries or regulatory actions which could impede or limit the ability of the CryptoBoard to conduct business any further. The development, marketing, promotion or otherwise of the CryptoBoard may be seriously affected, hindered or terminated as a result.

13.10. Risk regarding security regulations
There is a risk that in some jurisdictions the CBDX Token might be recognized as a Security, or it might be recognized as a Security in the future. The CryptoBoard does not give a guarantee or warranty that CBDX Tokens are not a Security in all jurisdictions. Therefore, the CryptoBoard appeals to each Backer to check the legislation.

13.11. Transmission Risk
When the CryptoBoard transfers CBDX Tokens to the Backer’s wallet address, the transmission can be longer or delayed or can even be unsuccessful or it can result in the loss of CBDX Tokens for the Backer.

13.12. Risk of CBDX Token price fluctuation
Backer should understand and accept that acquiring and the sale of cryptocurrencies and tokens of any kind (including the CBDX) involves risk. Due to the constant price fluctuations, you may increase or lose the value of your assets at any time.

14. Taxation
The Backer acknowledges, understands and agrees that: (a) the acquisition of CBDX Tokens may have tax consequences for the Backer; (b) the Backer is solely responsible for the Backer’s compliance with the Backer’s tax obligations; and (c) the CryptoBoard bears no liability or responsibility with respect to any tax consequences to the Buyer.

15. Lack of Legal and Tax Regulation Practice
The Backer acknowledges that Legal and Tax regulations regarding blockchain technology and crypto currencies are very limited and insufficient. Thus, the Backer expressly agrees that he has sufficient knowledge and understanding of the risks and merits of blockchain-based systems to make an informed decision to exchange CryptoBoard Tokens and evaluate the risks of the exchange.
16. Obligation to Comply with the Laws of the Backer’s Jurisdiction

The Backer shall comply with and not break any law in his jurisdiction of residence or nationality by using the CryptoBoard services. The Backer shall be liable for any damage incurred due to a breach of this provision to himself and to the CryptoBoard, shall such acts results in any actions, and shall forfeit exchanged CBDX Tokens at the discretion of the CryptoBoard.

17. AML

The CryptoBoard reserves the right to conduct “know your customer”, due to legislation, regulatory or other reason, demand procedure and any other kind of Backer due diligence on you at any time (including after the close of the Token Sale). If the CryptoBoard discovers your acquisition of CBDX Tokens is violating this Terms or any anti-money laundering, counterterrorism financing or other regulatory requirements, your acquisition of CBDX Tokens under the Presale or Token Sale shall be invalid with retroactive effect and the CryptoBoard shall be entitled to immediately terminate this Agreement (Terms) with you, deny your access to the Token Sale, reject the delivery of any CBDX Tokens and request the return of any delivered CBDX Tokens, irrespective of any payment that you could have made. You may be required to provide the CryptoBoard with certain personal information, including but not limited to, your name, surname, address, telephone number, email, date of birth, personal ID, passport, utility bills, proof regarding the source of funds or proof of wealth, video or live identification of the person etc. You hereby authorize the CryptoBoard to directly make any inquiries we consider necessary to verify your identity and/or account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.

18. Intellectual Property

The CryptoBoard retains all Intellectual Property rights, interests and titles to the full extent and without limitations. The Backer shall not use or abuse the CryptoBoard Intellectual Property without prior written approval of the CryptoBoard.
19. Governing Law

The CryptoBoard and the Backer shall cooperate in good faith to resolve any dispute or claim that might arise out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability (thereof the Dispute). The relationship between the CryptoBoard and the Backer is subject to the laws of Slovenia, without the use of substance and procedure in private international law. Disputes between the contracting parties are to be settled by the competent court according to the location of the CryptoBoard registered office.

20. Force Majeure

Events that the CryptoBoard could not foresee upon concluding the contractual relationship and which, or the consequences of which, cannot be avoided, are deemed as force majeure; for example, but not exclusively, force majeure includes floods, wars, extraordinary events, demonstrations, instances of civil disobedience, measures of national or local authorities, fire, earthquake, strikes, interruptions to production processes, traffic jams and other cases recognized by case. The Backer explicitly agrees that a long disconnection or disturbances to the power supply, unforeseen hardware or software faults, failures in the telecommunication network or disturbances to its access, technical problems of the suppliers of products and the services required and used by the CBDX Token shall also be deemed as force majeure; the foregoing events shall be deemed as force majeure even if they stem from the domain of the CryptoBoard.

21. Severability

The determination of any of the provisions of these Terms by a court of competent jurisdiction which shall affect the validity or enforcement of any of the provisions, shall result in a modification of the provision to make it valid and fulfilling the original intent of the Parties to the extent possible. All the transactions shall be performed as originally anticipated to the extent possible.

22. Final Provision

22.1. An email message shall be deemed as a valid form of communication between the contracting parties. This email message must be sent to the email address stated upon registration or to the email address the contracting party has submitted to another contracting party as per the provisions of
these Terms and is verified by the CryptoBoard. At any time and without stating the cause, the CryptoBoard may request the Buyer to confirm the contents of an email via registered post or by any other appropriate means.

22.2. The message is deemed received upon its receipt by the other contracting party. The message is deemed received even if the other contracting party does not receive it and the sending party can prove that the message was sent as per the first paragraph of this Article.

22.3. The Backer guarantees to the CryptoBoard that its property (cryptocurrency that he transfers to the CryptoBoard) does not originate and is in no way related to money laundering, hiding money, tax evasion, terrorism, crime, illicit trade in weapons, drugs, trafficking or other offences and that it fully complies with the legislation in the field of money laundering and terrorism financing prevention.

22.4. The CryptoBoard reserves the right to change any and all provisions of these Terms at any time and without prior notice.

22.5. These Terms shall apply from February, 1st, 2020