**TOKEN SWAP AGREEMENT**

DATAVLT is a proud product of XYPHER Pte. Ltd.

Token Swap: Explanatory Note & Terms and Conditions

You must read and agree to the following information before you can proceed.

1.  Principles

    1.1 The parties in this Token Swap Agreement are XYPHER Pte. Ltd. and yourself.

    1.2 By transferring Ether ("ETH") to the Smart Contract System and/or calling the corresponding function of DATAVLT Tokens ("DVLT") (DVLT tokens have been exchanged by XYPHER Pte. Ltd. at its sole discretion, to members of the community and other supporters in exchange for their support of the XYPHER Pte. Ltd. Project/Platform) and the Smart Contract System creating DVLT tokens (hereinafter referred to as the "Token Swap"), you understand and accept that you participate in the Token Swap for the development of the XYPHER Pte. Ltd. Project/Platform. For the Whitepaper and/or further information on the XYPHER Pte. Ltd. Project/Platform, visit: http://www.datavlt.com. The information contained in the Whitepaper and on the website are of descriptive nature only, are not binding and – unless explicitly referred to herein – do not form part of these Terms and Conditions as set forth herein. Furthermore, XYPHER Pte. Ltd. disclaims any responsibility to update the Whitepaper to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

    1.3 You understand and accept that although XYPHER Pte. Ltd. is assigned to this task and will make reasonable efforts to develop and complete the XYPHER Pte. Ltd. Project/Platform, it is possible that such development may fail and your DVLT tokens become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also section regarding Risks).

    1.4 You are also aware of the risk that even if all or parts of the XYPHER Pte. Ltd. Project/Platform are successfully developed and released in full or in parts, due to a lack of public interest, the XYPHER Pte. Ltd. Project/Platform could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of ETH to the Smart Contract System and/or the call of the collect function on the Smart Contract System for the allocation of DVLT tokens (instructions for which will be published on http://www.datavlt.com) and the creation of DVLT tokens by the Smart Contract System carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created DVLT tokens if any, and attributed features of the XYPHER Pte. Ltd. Project/Platform).

    1.5 You furthermore understand and accept that - as the creation, as well as the assignment of the execution of DVLT tokens are smart contract based - the terms and conditions applicable thereon are set forth in the Smart Contract System Code, existing on the Ethereum blockchain at

    *__To be advised__* – ETH to DVLTs

To the extent these terms contained herein or in any other document or communication contradict those set forth in the Smart Contract System, the terms of the Smart Contract System prevail. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to XYPHER Pte. Ltd. and/or publisher of these terms and/or developer of the Smart Contract System and/or any other person save as herein expressly provided for.

1.6 By transferring ETH to the Smart Contract System and/or by the activation of DVLT tokens, you expressly agree that all of the terms and conditions set forth in Smart Contract System Code existing on the Ethereum blockchain (at the addresses set forth on: http://www.datavlt.com) and in this document (together the "Terms"), are incorporated herein. You further confirm you have carefully reviewed the Smart Contract System Code, its functions and these terms and conditions set forth in this document and you fully understand the risks and costs of participating in the Token Swap for the development of the XYPHER Pte. Ltd. Project/Platform.

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

1.8 By transferring ETH to the Smart Contract System and/or by the activation of DVLT tokens and/or receiving DVLT tokens, no form of partnership, joint venture or any similar relationship between yourself and XYPHER Pte. Ltd. and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up/running of the XYPHER Pte. Ltd. Project/Platform is created.

1.9 The Token Swap will not involve any fiat currencies and will strictly be done in ETH.

2. DVLT tokens Creation and Functionalities

    2.1 Usage License; No Ownership or Governance Rights of XYPHER Pte. Ltd.

        2.1.1    No Ownership or Governance Rights: In particular, you understand that DVLT tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to XYPHER Pte. Ltd.. However, you have full ownership of any DVLT tokens in your wallet and the license to use the DVLT tokens on the XYPHER Pte. Ltd. Project/Platform.

    2.2 Cap for Token Swap

        2.2.1    The total amount of token swaps by you will be capped by a system consisting of one ceiling:

        2.2.1.1 Token Swap

        2.2.2    Token Swap: The Token Swap will be activated during the Token Swap Period where a maximum number of 260,000,000 DVLT tokens can be

swapped.

### 2.3 Swap Rate

2.3.1 The amount that will be allocated is 7,500 DVLT tokens for every 1 ETH.

### 2.4 Token Swap Period

2.4.1 The Token Swap Period in relation to the Token Swap will start with the commencement of the Token Swap Period on 13 August 2018, 1200hr SGT (Singapore Time). The Token Swap Period will be available till tokens last. If all the DVLT tokens have been swapped, further Token Swaps will not be accepted.

2.4.2 You will receive your DVLT tokens seven (7) working days prior to the initial official listing of DVLTs onto identified digital currency exchange(s).

### 2.5 No Refund

You understand and accept that all Token Swaps are final and cannot be reversed, except in the case where Token Swaps have not met a Minimum Token Swap Amount (see para 2.6). You shall ensure that you participate in the Token Swap using an ETH address to which the Smart Contract System will send back ETH (e.g. not an address of a currency exchange such as Coinbase, Poloniex etc.). By participating in the Token Swap, you acknowledge that you have no right to request a refund for any reason, and that you will not receive money or other compensation for any DVLT tokens that is not used or remains unused by you.

### 2.6 Minimum Token Swap Amount

2.6.1 For the Token Swap the minimum amount for a Token Swap is 1 ETH. If the amount is less than 1 ETH, no DVLT tokens will be allocated and the amount will be refunded.

2.6.2 For the Token Swap (exchange of DVTs to DVLTs) the minimum amount for a Token Swap is 1 DVT. If the amount is less than 1 DVT, no DVLT tokens will be exchanged.

### 2.7 You are to ensure to use the original Smart Contracts

2.7.1 Only the Smart Contract(s) existing at the addresses set forth on http://www.datavlt.com will issue DVLT tokens. To the extent that any third-party website, service and/or smart contract offers DVLT tokens and/or facilitates the allocation or transfer of DVLT tokens in any way, such third- party websites or services are, unless explicitly mentioned on http://www.datavlt.com, not authorized by XYPHER Pte. Ltd. and have no relationship in any way with the XYPHER Pte. Ltd. Project/Platform.

3. Your representation and warranties. By transferring ETH to the Smart Contract System for the Token Swap, you represent and warrant that:

3.1 You are not a citizen or resident of a country, whose relevant and applicable legislation or law conflicts with the present Token Swap Allocation and/or the XYPHER Pte. Ltd. Project/Platform in general;

3.2 You are not a citizen and/or resident and/or green card holder of USA;

3.3 You understand the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like Bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;

3.4 You understand and accept that the consensus mechanism securing the Ethereum Network may change in the future, and the stakeholders who are in control of the Network may also change as a result;

3.5 You have carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain at the addresses set forth on http://www.datavlt.com and fully understand and accept the functions implemented therein;

3.6 You are legally permitted to transfer ETH to the Smart Contract System, participate in the Token Swap and obtain DVLT tokens in your jurisdiction;

3.7 You will swap ETH from a wallet respectively within a wallet service provider that technically supports the DVLT tokens. You understand and accept, that failure to ensure this may result in you not gaining access to your DVLT tokens;

3.8 You understand and accept, that if you exceed the limit as described within para 2.2, the Smart Contract System will not accept your Token Swap. You further understand and accept, that in such case the Gas necessary for the transaction will be lost;

3.9 You are legally permitted to receive software and participate in the Token Swap for the development of the XYPHER Pte. Ltd. Project/Platform;

3.10 You are of a legal age to legally obtain DVLT tokens;

3.11 You will take sole responsibility for any restrictions and risks associated with the creation of DVLT tokens by the Smart Contract System as set forth below;

3.12 You are not submitting ETH to the Smart Contract System to obtain DVLT tokens for the purpose of speculative investment;

3.13 You are not obtaining or using DVLT tokens for any illegal purposes;

3.14 You are purchasing the functionality of the DVLT tokens issued by the Smart Contract System primarily to support the development, testing, deployment and operation of the XYPHER Pte. Ltd. Project/Platform, being aware of the commercial risks associated with the XYPHER Pte. Ltd. Project/Platform;

3.15 You waive the right to participate in a class action lawsuit and/or class wide arbitration against XYPHER Pte. Ltd. and/or any individuals involved in the creation of DVLT tokens.

3.16 You understand the creation of DVLT tokens does not involve the purchase of

securities as defined by relevant and applicable legislation or law or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

3.17 You understand that the transfer of ETH to the Smart Contract System, the creation of DVLT tokens and the development of the XYPHER Pte. Ltd. Project/Platform carries significant financial, regulatory and reputational risks as further set forth herein;

3.18 You understand and expressly accept that there is no warranty and/or representations whatsoever on DVLT tokens, the Smart Contract System and/or the success of the XYPHER Pte. Ltd. Project/Platform, expressed or implied, to the extent permitted by law, and that the Smart Contract System is used and DVLT tokens are created and obtained at the sole risk of yourself on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;

3.19 You understand that you have no right against any other party to request any refund of the ETH submitted to the Smart Contract System for the creation of the DVLT tokens under any circumstance save as herein expressly provided for;

3.20 You understand with regards to DVLT tokens, no market liquidity may be guaranteed and the value of DVLT tokens over time may experience extreme volatility or depreciate in full; and that

3.21 You understand that you bear the sole responsibility to determine if your participation in the Token Swap for the development of the XYPHER Pte. Ltd. Project/Platform, the transfer of ETH to the Smart Contract System, the creation, ownership or use of DVLT tokens, the potential appreciation or depreciation over time (if any), the allocation of DVLT tokens and/or any other action or transaction related to the XYPHER Pte. Ltd. Project/Platform have tax implications for you; by holding or using DVLT tokens, and to the extent permitted by law, you agree not to hold any third party (including developers, auditors, contractors and/or founders) liable for any tax liability associated with or arising from the creation, ownership or use of DVLT tokens and/or any other action or transaction related to the XYPHER Pte. Ltd. Project/Platform;

3.22     As part of the Token Swap process you will use your account (address) on the Ethereum network, with a private key associated to this address and password. The password is used to encrypt your private key. You understand that you must keep your password and private key safe and that you must not share them with anybody. You further understand that if your private key and/or password is lost or stolen, you will not be able to generate a new password or recover your private key, and if you lose your private keys and password, the DVLT tokens associated with your account (address) will be unrecoverable and will be permanently lost. Furthermore, you understand that there is no recovery mechanism for lost keys and passwords, so no one will be able to help you retrieve or reconstruct a lost password and private keys and provide you with access to any lost DVLT tokens.

3.23 You shall enable two-factor authentication to advance the security of your

account.

4. XYPHER Pte. Ltd. Project/Platform Execution

4.1 You understand and accept that the development and execution of the XYPHER Pte. Ltd. Project/Platform will be undertaken by releasing the amount of ETH received during the Token Swap by the Smart Contract System to the wallet of XYPHER Pte. Ltd. XYPHER Pte. Ltd. has the right to engage subcontractors to perform the entire or partial development and execution of the XYPHER Pte. Ltd. Project/Platform. The scope of the development work will be paid for by the ETH received during the Token Swap Period.

4.2 You understand and accept that for the purpose of the development and execution of the XYPHER Pte. Ltd. Project/Platform, XYPHER Pte. Ltd. receives the full amount of ETH transferred to the Smart Contract System during the Token Swap Period. This amount covers expenses, charges and other costs that may arise by XYPHER Pte. Ltd. and/or its subcontractors as part of the development and execution of the XYPHER Pte. Ltd. Project/Platform. XYPHER Pte. Ltd. has the right to support and/or acquire other companies for the benefit of successfully executing the XYPHER Pte. Ltd. Project/Platform. It remains at XYPHER Pte. Ltd.'s sole discretion to decide how to allocate the funds in order to develop and execute the XYPHER Pte. Ltd. Project/Platform.

4.3 You understand and accept that you do not have any expectation of influence over governance and/or management of the XYPHER Pte. Ltd. Project/Platform.

4.4 You understand and accept that that the XYPHER Pte. Ltd. Project/Platform will need to go through substantial development works as part of which it may become subject to significant conceptual, technical and commercial changes before final release (exit beta phase). You understand and accept that as part of the development, an upgrade of the DVLT tokens may be required (hard-fork) and that, if you decide not to participate in such upgrade, you may no longer use your DVLT tokens and that non-upgraded DVLT tokens may lose their functionality in full.

5. Audit of the Smart Contract System

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

5.2 However, you understand and accept that that smart contract technology is still in an early development stage and its application is of experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, you understand and accept that the audit does not amount to any form of warranty, including direct or indirect warranties that the Smart Contract System and the DVLT tokens are fit for a particular purpose and/or do not contain any weaknesses, vulnerabilities and/or bugs which could cause, inter alia, the complete loss of ETH or DVLT tokens.

6. Risks

6.1 You understand and accept the risks in connection with transferring ETH to the Smart Contract System pursuant to this Token Swap. You shall not hold XYPHER Pte. Ltd. and any other third party liable in the event of any of the following risks occurring. In particular, you understand the inherent risks listed hereinafter in addition to any other risks:

6.2 Risk of software weaknesses: You understand and accept that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. Accordingly, there is no warranty that the process for creating DVLT tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities and/or bugs causing, inter alia, the complete loss of ETH or DVLT tokens.

6.3 Regulatory Risk: You understand and accept that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications of the Smart Contract System and/or the XYPHER Pte. Ltd. Project/Platform, including its termination and the loss of DVLT tokens for you.

Risk of abandonment/lack of success: You understand and accept that the creation of the DVLT tokens and the development of the XYPHER Pte. Ltd. Project/Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). You therefore understand that there is no assurance that, even if the XYPHER Pte. Ltd. Project/Platform is partially or fully developed and launched, you will receive any benefits through the DVLT tokens held by you.

6.4 Risk associated with other applications: You understand and accept that the XYPHER Pte. Ltd. Project/Platform may give rise to other alternative projects, promoted by unaffiliated third parties, under which DVLT tokens will have no intrinsic value.

6.5 Risk of loss of private key: DVLT tokens can only be accessed by using an Ethereum wallet with a combination of your account information (address), private key and password. The private key is encrypted with a password. You understand and accept that if your private key file or password respectively gets lost or stolen, the obtained DVLT tokens associated with your account (address) or password will be unrecoverable and will be permanently lost.

6.6 Risk of theft: You understand and accept that the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of DVLT tokens and/or ETH.

6.7 Risk of Ethereum mining attacks: You understand and accept that as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority

mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of DVLT tokens transactions, and expected proper execution and sequencing of contract computations.

7. XYPHER Pte. Ltd. Project/Platform Execution

7.1 To the maximum extent permitted by all applicable laws, regulations and rules and except as otherwise provided in these Terms, XYPHER Pte. Ltd. hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

7.1.1 the ETH and/or DVLT tokens being used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;

7.1.2 any cancellation or withdrawal from a Token Swap;

7.1.3 any failure or delay in the delivery and receipt of and/or DVLT tokens by you;

7.1.4 any failure, malfunction, breakdown of, or disruption to the operation of XYPHER Pte. Ltd., XYPHER Pte. Ltd. Project/Platform, XYPHER Pte. Ltd. website and DVLT tokens, due to occurrences of virus, bug, hacks, cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;

7.1.5 any failure or unfitness of DVLT tokens for any specific purpose;

7.1.6 failure to disclose information relating to the progress of the Token Swap;

7.1.7 failure or delay in the availability of DVLT tokens for trading;

7.1.8 any rejection of trading of DVLT tokens;

7.1.9 any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability or other material characteristics of DVLT tokens;

7.1.10 occurrences of natural disasters, acts of God or other events beyond the control of XYPHER Pte. Ltd. that affect the businesses and/or operations of XYPHER Pte. Ltd.;

7.1.11 any risks associated with the viability of the XYPHER Pte. Ltd. Project/Platform.

8. **Limitation of Liability and Indemnification**

8.1 **To the maximum extent permitted by the applicable laws, regulations and rules:**

8.1.1 **XYPHER Pte. Ltd. shall not be liable for any loss arising out of or in**

connection with the purchase, use, receipt or holding of DVLT tokens by you; or otherwise, the aggregate liability of XYPHER Pte. Ltd., arising out of or in connection with the purchase, use, receipt or holding of DVLT tokens by you shall be limited to the sum to be determined by XYPHER Pte. Ltd.

**8.1.2 To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold XYPHER Pte. Ltd. harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities filed/incurred by any third party against XYPHER Pte. Ltd. arising out of a breach of any of these Terms hereunder.**

## 8A. Suspension

8A.1 Xypher Pte. Ltd. shall have the right to suspend all activities of DVLT tokens, including any trade, deposit, withdrawal or utilization of DVLT tokens, at any time and for such period as determined by Xypher Pte. Ltd. at its sole discretion by giving at least seven (7) days prior notice.

**8A.2 You agree that in no event shall Xypher Pte. Ltd. be liable to you for any and all damages, losses, claims, liabilities, obligations, demands, judgments, awards, settlements, penalties, suits and costs and expenses (including without limitation, the fees and expenses of attorneys), including indirect, consequential, incidental, exemplary or other indirect damages of any kind suffered or incurred by you arising from the suspension of activities of DVLT tokens, even if such loss was reasonably foreseeable or Xypher Pte. Ltd. has been advised of the possibility of such damages.**

## 8B. Termination

8B.1 Xypher Pte. Ltd. shall have the right to terminate this Token Swap Agreement at any time by giving written notice of termination.

8B.2 Upon termination of this Token Swap Agreement, all DVLT tokens will be deactivated, and you may no longer trade, deposit, withdraw or utilize any DVLT tokens (including DVLT tokens which are held outside your DATAVLT Wallet), and as a result records of any DVLT tokens will ceased to be maintained and may be purged in whole or in part from the Xypher Pte. Ltd. Project/Platform (including your DATAVLT Wallet, such that DVT tokens credited to your DATAVLT Wallet before the termination would cease to be recorded as such.

**8B.3 Xypher Pte. Ltd. will not be liable to you for any and all damages, losses, claims, liabilities, obligations, demands, judgments, awards, settlements, penalties, suits and costs and expenses (including without limitation, the fees and expenses of attorneys), including indirect, consequential, incidental, exemplary or other indirect damages of any kind suffered or incurred by you arising from the termination of this Token Swap Agreement or the deactivation of the DVLT tokens, even if such loss was reasonably foreseeable or Xypher Pte. Ltd. has been advised of the possibility of such damages.**

## 8C. Swap-back of DVLT Tokens

8C.1 Xypher Pte. Ltd. shall have the right to redeem all or any of your outstanding DVLT tokens by withdrawing from your DATAVLT Wallet such DVLT tokens held in your DATAVLT Wallet, upon which Xypher Pte. Ltd. will credit to your DATAVLT Wallet Ether for the DVLT tokens redeemed at 1 ETH for every 7,500 DVLT tokens ("Swap-back"). The Gas for the Swap-back will be borne by Xypher Pte. Ltd.

8C.2 You represent that each of the DVLT token in your DATAVLT Wallet when redeemed by Xypher Pte. Ltd. and the rights attached thereto are free from all charges, liens, pledges, trust, other encumbrances, and will be transferred to Xypher Pte. Ltd. with all rights, benefits and entitlements now or hereafter attaching thereto.

8C.3 You agree that the transfer of the Ether into your DATAVLT Wallet pursuant to the Swap-back shall be full and adequate consideration and compensation for the Swap-back and is good discharge of all liabilities and obligations of Xypher Pte. Ltd. under this Token Swap Agreement and the Swap-back. **Save for and in consideration of the Swap-back, you waive all your rights to claim against Xypher Pte. Ltd. for any and all damages, losses, claims, liabilities, obligations, demands, judgments, awards, settlements, penalties, suits and costs and expenses (including without limitation, the fees and expenses of attorneys), including indirect, consequential, incidental, exemplary or other indirect damages of any kind suffered or incurred by you arising from the Swap-back, and you waive your right to assert in any proceedings that any loss was reasonably foreseeable or that Xypher Pte. Ltd. had been advised of the possibility of such damages.**

9. No Assignment

9.1 Subject to these Terms, only you and no other person shall have the right to any claim against XYPHER Pte. Ltd. in connection with your purchase hereunder. You shall not assign, trade or transfer your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability on XYPHER Pte. Ltd. to the assignee or transferee.

10. Right to Amend

10.1 XYPHER Pte. Ltd. may revise these Terms from time to time in any circumstances, including but not limited to:

10.1.1 changes in the type of cryptocurrency used for the Token Swap;

10.1.2 changes in the value of the DVLT tokens;

10.1.3 changes in the Governing Law and Jurisdiction;

10.1.4 any other changes that may be required from time to time following changes to our business practices and further or required developments to the XYPHER Pte. Ltd. Project/Platform.

10A. Notices

All notices or other communications in relation to the DVLT tokens or this Token Swap Agreement to you may be sent by Xypher Pte. Ltd. to your email address(es) stored in the

Xypher Pte. Ltd. Platform or otherwise be disseminated through publication on its website, the Xypher Pte. Ltd. Platform and/or other social media or instant messaging platforms, including Facebook, WeChat and Telegram. Any such notice or communication shall be deemed to have been duly served on and received by you.

11. No Waiver

11.1 Any failure of XYPHER Pte. Ltd. to enforce or to assert these Terms shall not be construed as a waiver of the right of XYPHER Pte. Ltd. to enforce these Terms against you.

12. Governing Law and Jurisdiction

12.1 These Terms shall be governed by the laws of the Republic of Singapore, and XYPHER Pte. Ltd. and you agree to be subject to the exclusive jurisdiction of the courts of the Republic of Singapore in relation to any dispute arising out of or in connection with these Terms.

13. Third Party Websites or Platforms

13.1 XYPHER Pte. Ltd. may provide certain hyperlinks to third party websites, and the inclusion of any hyperlinks or any advertisement of any third party on the XYPHER Pte. Ltd. website or other platforms does not imply endorsement by XYPHER Pte. Ltd. of their websites, products or business practices. If you access and use any third party websites, products, services, platforms and/or business, you do that solely at your own risk for which XYPHER Pte. Ltd. will bear no liability.

14. Contracts (Right of Third Parties) Act

14.1 The Contracts (Rights of Third Parties) Act (Chapter 53B) of Republic of Singapore shall not under any circumstances apply to these Terms and any person who is not a party to this agreement shall not enforce these Terms.

15. Severance

15.1 If any of these Terms is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, the rest of these Terms shall continue to be valid and in full force and effect.

15.2 The illegality, invalidity or unenforceability of any of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

16. Intellectual Property Rights

16.1 These Terms shall not entitle you to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain names or copyright in connection with the XYPHER Pte. Ltd. Project/Platform, which includes the XYPHER Pte. Ltd. website, the Token Swap and the DVLT tokens.

17. Entire Agreement

17.1 These Terms contain the entire agreement between XYPHER Pte. Ltd. and you and supersedes all prior agreements, understandings and/or arrangements in relation to the Token Swap.

18. PARTICIPATE IN THE TOKEN SWAP USING ETH ONLY

18.1 Send ETH to the smart contract address provided on http://www.datavlt.com using Mist, Metamask, imToken, Parity or MyEtherWallet. By sending ETH to the address below, you agree to the Token Swap Terms.

19. IMPORTANT

19.1 DO NOT send ETH from exchanges like Coinbase, Poloniex, Kraken, or use Jaxx. In addition, DO NOT make use of any Multi-Signature wallet as we will not support them and your transaction will not go through. By doing so your ETH may be permanently lost.

20. REMEMBER

20.1 Your tokens, transactions, wallets and passwords are your responsibility. Protect your keys and passwords, they are unrecoverable. If you lose them someone else may get access to your tokens.