

DISCLAIMER

EYESKA is a decentralized and community-driven project and does not have owners, shareholders, promoters, marketers, managers, directors or other figures or entities exerting any form of governance. The EYESKA smart contracts are open-source, security audited, permanent and non-modifiable in any way. The EYESKA token (“YES”) is strictly a utility token in all jurisdictions and is not and cannot be considered to be a “security” or otherwise regulated token of any kind. The YES is not in any way e-money and/or fiat money, or an asset backed stablecoin, whether global or limited in scope.

Eyeska, including but not limited to the overall project, token, website, smart contracts and any apps (“EYESKA”) as presented in its white paper is not a licensed, unlicensed or exempted financial or payment service of any kind and in any jurisdiction. The whitepaper, taken by itself, is not a contract or a contractual agreement of any kind, nor is it an invitation, solicitation or offer to invest in EYESKA or acquire or use YES in any way and with any expectation of profit therefrom. Any terminology used in the whitepaper, on the website, or within the app is intended only as a basic reference, without any effective or legal meaning of the same terms in a regulated and/or financial environment. Any user of EYESKA represents and warrants that such user has received appropriate technical, administrative, regulatory and legal advice before and after accessing and/or reading the whitepaper or the website, and/or using any portion or element of EYESKA (including the YES).

EYESKA makes a credit card interface available on its website solely for the users’ convenience. EYESKA is not a payment processor of any kind, and has no control over credit card processing. The user hereby acknowledges and accepts that there is an inherent high risk in accessing, acquiring or using any kind of blockchain and/or crypto system, token, platform, software or interface, including EYESKA, and further disavows any claim of any kind against any community member directly or indirectly involved with EYESKA, for any damage suffered, including total loss. The user is therefore advised to participate, support, and use EYESKA at his/her own risk.

H.1. Risk Factors

During operation, Eyeska and the distribution of the YES may be exposed to different dangers and risks without Eyeska being aware of them. Examples of these risks are outlined below; however, the list does not cover all scenarios that may materialize during transactions. Though solutions have been prepared and put in place so that these can be activated immediately when necessary, Eyeska still expects all participants to exercise due diligence and take time to carefully

consider all the risks listed herein before deciding to support the YES sale. A participant who still makes the prudent decision of supporting all Eyeska activities can only be thought of as acting freely and fully aware of all the stipulations and risks contained in the whitepaper.

1. Technology

a. Development

The Eyeska ecosystem is still under development; thus, while it is expected to go through significant changes before its introductory date, there may be changes relating to the implementation and execution of laid-out plans as a result of challenges that may materialize. Part of this planned development is the inclusion of the Eyeska wallet which is capable of supporting in-app purchases, e-commerce payments, subscription payments, and exchanges. The ecosystem is composed of an integrated suite of solutions that are anchored on a decentralized blockchain that can help keep transactions secure, instantaneous, and inexpensive. As such, Eyeska cannot assure that a complete version of its plans will be released and operational although it will use all reasonable efforts to execute its laid-out plans.

b. Reliance on Internet infrastructure

It is true that Eyeska transactions depend on the performance and reliability of the Internet infrastructure of the market where a transaction is being conducted. Thus, unscheduled service interruptions or service failure, or the non-availability of alternative networks or data servers can likewise cause failure of/interruptions in a transaction and can result to Eyeska's limited performance.

c. Errors in source code

Security audits and peer reviews are conducted to help identify errors, defects, and flaws in the Eyeska code which can disable Eyeska during operation and compromise the security and stability of the Eyeska token (YES). Despite using industry standards for security audits and peer reviews, Eyeska does not guarantee that it will be flawless and free from any defects that may impact its operation.

2. Token

a. Transaction Denial

The EyeskaNoPass requires iris recognition before a user can be allowed to access his/her Eyeska wallet and proceed with any kind of transaction. Only if he/she gets a “match” result (which will identify him/her as the real owner of the Eyeska wallet he/she is trying to access) will he/she be allowed to proceed with his/her transaction. While this iris recognition security measure is intended to protect the YES, Eyeska will not be able to stop anyone from attempting to commit dishonest activities against it.

b. Unstable Nature of Cryptocurrency

The value of cryptocurrencies, like ETH, is very unstable, and they tend to fluctuate very often. Thus, any value earned after a token sale may drop significantly due to a sharp drop in ETH price. Since Eyeska uses funds the fiat currency of the market where a company operates, a drop in the value of funds will result in reduced Eyeska resources.

c. Termination of Token Sale

Eyeska may terminate the token sale event due to unforeseen events. In such case, a participant may be refunded with his/her payments (minus Eyeska administrative fees).

d. Liquidity of YES

The YES may be used to conduct secondary trading with another voluntary market participant upon receipt. Though liquidation of YES is possible, it is equally possible for it not to be credited any value or offered for trading, making it difficult for a token holder to divest his/her tokens. Liquidation of YES may also result to substantial price discrepancies due to differences in government regulations and obstacles in opening an account at cryptocurrency exchanges.

3. Competition

a. Payment Services

Eyeska will always face competition from debit, credit, and other payment service providers in offering better, cheaper, more accessible, versatile, or more customer -friendly services to people worldwide. If these other payment service providers can consistently provide the kind of service that people seek, then the YES can face strong competition.

b. Perceived or Exposed Flaws

If Eyeska fails to effectively and expediently address a certain flaw or if another similar product has features that were not incorporated by Eyeska, then it is possible for people to prefer such product instead. The market share that this other product will take may adversely affect and negatively impact the demand for and price of the YES as well as possibly cause a negative effect to Eyeska's financial status.

4. Security

a. Theft of Proceeds

Theft of Eyeska token sale proceeds as well as of the fiat currency amount may be attempted, impacting Eyeska's ability to grant support to planned expansion and development. While Eyeska adopts technical solutions that may keep the token sale proceeds safe, it may not be able to stop attempts to commit cyber-thefts.

b. Other Security Flaws

Eyeska, like Ethereum and smart contracts, is new in the business and is still in the process of discovering possible security issues. Despite audits and reviews, it may be impossible to uncover all possible security flaws which may result in the exploitation of transactions unfavorable to both Eyeska and its community.

5. Market Risk

a. Expansion Challenges

As Eyeska grows and expands its operations, it may face risks and difficulties due to new markets failing to respond to it or to the use of the YES. This failure can be caused by differences in economy, politics, infrastructure development, and regulatory systems of the countries where these new markets operate.

b. Inability to Attain Business Partners

It is possible for Eyeska not to find business partners in the new market and although the Eyeska M-Connect is Eyeska's perceived solution to this concern, there is no guarantee that retailers, hotels, airlines, shopping malls, ecommerce platforms, application developers' platforms, mining and energy sectors, and other marketplaces will link with Eyeska, resulting to poor business performance.

c. No Prior Market

Because Eyeska is new in the business, its YES, despite being a multilingual cryptocurrency, has had no market prior to its public sale. As such, there is no guarantee that an active trading market which will use it as currency will develop or if its use will be continuous.

d. Price Volatility

The price of the YES may significantly and rapidly fluctuate in the trading market, due to various reasons including negative publicity and perceived risks that may compromise the safety of the YES or Eyeska transactions.

6. Regulatory Risk

a. New Token Regulations

Around the world, authorities introduce new laws to regulate and control the use of crypto-tokens. Eyeska receiving notices or warnings from these regulating bodies from time to time will be no exception. Some jurisdictions, especially those that will consider the YES as a virtual commodity, a digital asset, or a form of security or currency may even order Eyeska to suspend or discontinue any action that is connected with token sale or the issuance of the YES, prohibit the YES from being traded or held, or subject the YES to taxes in compliance with its tax laws.

b. Regulation of Distributed Ledger Technology

Eyeska may receive notices, requests, warnings, queries or rulings from regulatory authorities as new laws are passed so these authorities can maintain control over businesses that use distributed ledger technology for keeping or communicating value. Aside from these, Eyeska may also be refrained from or ordered to terminate any activity in connection with the issuance or transmission of the YES.

7. Other Risks

a. Conflict of Interest

There may be instances when Eyeska will need to make decisions to stand for its interests – decisions that may differ from the interests of the YES holders. These decisions will be implemented and observed as far as Eyeska is concerned, since Eyeska cannot compromise its

plans for growth and development. This is why supporting the token sale is purely voluntary and participants are expected to know that conflict of interest naturally exists in any organization. Participants also cannot and should not hold Eyeska liable in case conflicts of interest may arise.

b. Unknown Possible Risks

Eyeska knows that during the development process, risks—both known and unknown—will be discovered. While Eyeska may not know all the possible risks that may materialize, it hopes that its fundraising activity will raise enough funds to enable it to enlist the right experts who can address any issues that may arise so that its appointed leaders can concentrate on making Eyeska grow.

H.2. Supporting the Token Sale

1. **The token sale is voluntary.** Participation in the token sale is purely voluntary. As such, Eyeska can not oblige anyone to support or participate in it.
2. Any person is eligible to support the token sale, but only as a participant and his/her participation may depend on his/her satisfaction with Eyeska's "know-your-customer" and "anti-money-laundering" policies and exercises. This means that the token sale is open to all nationalities around the world; however, anyone who intends to support this token sale must know first if his/her country's laws do not restrict acquisition, holding, trading, or exchange of cryptocurrency, lest he/she be labeled as a "Restricted Participant" due to these laws.
3. Participants who voluntarily support the token sale are deemed to have examined and understood fully all stipulations contained in the whitepaper, as well as all the risk factors connected to this endeavor.
4. To safeguard the YES, Eyeska can rightfully take any action at any time to know the identity of a participant, even after the token sale has closed. A participant, on his/her part, shall provide Eyeska with all necessary information on a timely basis. This requirement applies even to participants who have purchased YES during the token sale, via a secondary market, or via other secondary purchase mechanism.
5. If a participant, who purchases the YES, is found to have violated any anti-money laundering law, anti-terrorism law, or other regulatory requirements, Eyeska shall declare his/her purchase invalid.

H.3. Non-Financial Nature of the YES

1. A YES should not be taken, considered, or understood, as:

- a debenture, warrant, note or certificate that gives its holder the right to claim interests, dividends, or some kind of return;
- a commodity or asset that a person can redeem or purchase;
- a form of investment contract;
- a form of negotiable instrument or commercial paper;
- a form of financial derivative;
- a collective investment scheme or a derivative of units in a business trust;
- a security with market value; a debt investment or equity in any kind of venture;
- a voting or non-voting security;
- an equity interest; or,
- a claim that can be made against Eyeska or any entity in any jurisdiction

H.4. Participants' Representations and Warranties

1. Participants have the obligation to assure Eyeska and its affiliates of the following so as to be allowed to participate in the token sale:
 - a. That all information he/she has submitted to Eyeska are true, complete, and non-misleading;
 - b. That he/she is not a restricted participant;
 - c. That he/she is of sufficient age to support the token sale and has full civil capacity with regard to his/her conduct;
 - d. In the event that the participant is a company or association or body of persons,
 - (i) that it is duly incorporated and validly existing under the laws of its country;
 - (ii) that it has the legal rights and authority to take part in the token sale and can enter into a binding agreement in connection with the token sale; and,
 - (iii) that it is not prohibited by any laws to take part in the token sale;
 - e. That he/she understands the nature of the blockchain, what a distributed ledger technology is, what crypto-tokens are, and is fully aware of all the risks associated with the Eyeska Token (YES);
 - f. That he/she is supporting the token sale on a voluntary basis and not being coerced or misled by anyone else;
 - g. That he/she is permitted by the laws of his/her country and does not require any form of legal approval or authorization to support the token sale, and is legally allowed to acquire and hold crypto-tokens;

- h. That he/she has the experience and capability to maintain and secure the crypto-token that serves as payment for purchasing the YES during the Eyeska token sale. It is also required that the participant understands and accepts that there is no guarantee that the network of miners will assign Eyeska tokens to him/her. Besides using crypto-tokens that are legally acquired through activities such as mining and/or trading, a participant should never support the token sale due to criminal activities, such as money laundering, terrorism, or other illegal purposes;
- i. That he/she understands and accepts that there is no assurance that the YES will be distributed by a network of miners and that the consensus mechanism that safeguards the Eyeska ecosystem may change, as well as the stakeholders who were chosen to lead and take control of the Eyeska ecosystem;
- j. That he/she understands that while there is no limit as to the amount of the YES that he/she can purchase, he/she is entitled to only one (1) vote regardless of the amount of the YES under his/her name;
- k. That he/she has full and sole responsibility for any limitations and risks related to the creation of the YES by the smart contract system;
- l. That he/she is waiving his/her right to take part in a class action lawsuit or in a class-wide arbitration against Eyeska or any individuals involved in the creation of the YES;
- m. That he/she understands that the creation of the YES does not mean purchase of securities;
- n. That he/she understands that improvements in Eyeska's objectives, the transmission of ETH to the smart contract system, and the creation of the YES may result in reputational, legal and financial risks;
- o. That he/she realizes and explicitly admits that there is no representation whatsoever on the YES or the smart contract system, and that the creation and acquisition of the YES is a risk solely resting on him/her;
- p. That he/she understands that he/she has no right to demand from any party reimbursement of the ETH submitted to the smart contract system for the creation of the YES;
- q. That he/she understands and accepts the finality and irreversibility of a token sale transaction and that he/she has no right to demand a refund from Eyeska or any party for any reason;
- r. That he/she understands that there is no guarantee that the YES will have market value and that if value is assigned to it, that this value may be subjected to extreme volatility overtime or that it may lose its value altogether;

- s. That he/she understands that only he/she has responsibility to decide if his/ her involvement in the token sale, the creation, ownership or use of the YES, the appreciation or depreciation of the YES over time, the transfer of ETH to the smart contract system, or any transaction related to Eyeska has tax effects. The participant should also be aware that he/she cannot and should not hold any third party liable for him/her incurring tax liability due to his/her ownership or use of the YES and/or involvement in any action or transaction that is related to Eyeska;
 - t. That he/she intends to obtain the YES for its primary function as a cryptographic token without anticipation of any turnover or financial yield and does not consider using the YES for any illegal or non-ethical purpose;
 - u. That he/she understands and accepts that owning YESs does not imply being given influence in governing or managing the Eyeska ecosystem; and
 - v. That his/her participation in the token sale is for his/her own benefit and that he/she is not acting as an agent for or on behalf of any third party.
2. It is necessary that all of the above representations and warranties that a participant makes from the date when he/she made a payment to Eyeska for the token sale are valid, thorough, and correct. Accepting, rejecting, or invalidating a payment made by a participant is a right reserved only to Eyeska. Eyeska also has the right to withhold the YES from a participant who, in Eyeska's judgment, has made false representations.

H.5. Lack of Eyeska Representation or Warranty

1. Eyeska denies having made any representation or warranty with respect to the YES including the YES's merchantability or appropriateness for specific uses. Any decision to support the token sale and acquire the YES is solely based on each participant's own voluntary act based on what he/she has learned about Eyeska and the YES through all the information and risks mentioned in the whitepaper. Participants should also take the YES as it is, regardless of all technical specifications, limitations, performance, or purpose thereof.
2. No one is sanctioned to provide any information regarding Eyeska, the YES, or the token sale that is not stipulated in the whitepaper.

H.6. Limitation of Accountability and Indemnification

1. Eyeska explicitly renounces any liability towards anything or anyone, if

- a. a person supports the token sale with criminal intent in mind, such as violation of any anti-money laundering law, anti-terrorism law or other legal requirements enforced in any jurisdiction;
- b. a person who supports the token sale violates any warranty, covenant, representation, or other provisions stipulated in the whitepaper, and if his/her acts result to his/her failure to claim relevant purchased YES or recover any payment made to Eyeska;
- c. there is application for early termination of the token sale regardless of reason;
- d. there is failure to use, allocate or offer any reserved Eyeska Tokens (YES);
- e. there is discontinuance of Eyeska development, causing Eyeska to totally cease any further expansions as planned;
- f. there is interruption in the development of Eyeska's project, resulting to failure to meet anticipated milestones;
- g. there is error, defect, flaw, or otherwise that has affected Eyeska's source code;
- h. there is malfunction, collapse, rollback, breakdown, or hardforking of the Eyeska "O" Block;
- i. there is failure of the YES to meet any specific purpose;
- j. there is use of the proceeds of the token sale;
- k. there is failure to fully make known, on a timely basis, any information regarding Eyeska or the development of the YES;
- l. there is conflict or contradiction between the whitepaper and agreement between a certain participant and any third party;
- m. a person is found to have traded the YES or made speculations about the YES;
- n. there is act or attempt of listing or delisting of the YES on or from any cryptocurrency exchange;
- o. a government, quasi-government, or any form of public body classifies or treats the YES as a form of currency, security, investment, negotiable instrument or commercial paper that is banned, controlled or subject to certain legal restrictions;
- p. there are risks, such as those disclosed in this Whitepaper, that cause damage, loss, or other adverse impact;
- q. there are changes made regarding the token sale or the technical nature of the YES, or if there is a temporary or permanent stoppage in the distribution or activation of the YES;
- r. there is failure of delivery or a delay in the delivery of the YES to a participant; or
- s. there are events beyond Eyeska's control, such as natural disasters or acts of God, that affect the businesses and/or its operations.

2. As permitted by applicable laws, a participant shall hold Eyeska harmless from and against any or all claims, damages or losses by any third party, especially, if there is violation of any of the terms stipulated herein.

H.7. Termination

1. Eyeska reserves the right to terminate the token sale due to any of the following:
 - a. Eyeska elects to cancel the event and makes this public through an announcement;
 - b. Eyeska decides to end the token sale even before its closing;
 - c. Eyeska is mandated by existing laws to cancel the activity for whatever reason;
 - d. A certain jurisdiction, based on its existing laws, declares the token sale illegal, banned or prohibited, and forces Eyeska to stop the activity;
 - e. Eyeska, due to any force majeure event, can only cease to operate even before the end of the token sale and cannot resume.
2. Eyeska reserves the right to make decisions in declaring the token sale terminated due to any of the above events; a participant has no right to object to or deny any decision made by Eyeska.
3. Eyeska is given one (1) month, after the termination of the token sale, to refund to participants the payments they made to Eyeska (less the costs incurred by Eyeska in conducting the token sale). If Eyeska, however, has already converted the YES proceeds into fiat currency, then Eyeska shall only be required to use any resulting amount in fiat currency to acquire the YES at existing market price and then reimburse to participants the so acquired YES on a pro rata basis. Eyeska is free of any responsibility to any participant for the termination of the token sale.
4. Regardless of the closure of the token sale:
 - a. Each participant's expressed representations and warranties shall remain accurate, valid, complete, and non-misleading; and
 - b. All challenges and risks mentioned shall still apply.
5. Notwithstanding the termination of the token sale, Sections 3, 4, 5, 7, 8, 10, 13, 14, 15, 16, 17, and 20 shall remain effective and binding.

H.8. Tax

Participants, as the law requires, are expected to pay all taxes, levies, tariffs, or surcharges as a result of their purchase, receipt, use, appreciation, trading, or divestment of the YES (whether purchase of the YES was made during the token sale or later). If a participant does not pay or underpays any applicable tax, then

any and all penalties or fines shall be his/her sole liability. Eyeska is not offering any advice or representation as to the tax implications of any participant despite his/her participation in the token sale.

H.9. Waiver

If Eyeska fails to require any participant to abide by the provisions stipulated in the whitepaper, this shall not be interpreted as Eyeska relinquishing or waiving its right in relying upon any provision herein.

H.10. Severability

In the event that any jurisdiction, based on its existing laws, declares any portion of the whitepaper as illegal or invalid, such declaration shall not affect the legality or validity of the rest of the whitepaper even in the jurisdiction that made the said declaration.

H.11. Titles and Subtitles

All titles and subtitles used in the whitepaper should be used only for convenient reference, and do not interpret the whitepaper.

H.12. Right to Amend

1. Revision of the token sale terms may be done by Eyeska from time to time due to the following and other unforeseen circumstances:
 - a. change in the type of cryptocurrency that needs to be used in the token sale;
 - b. change in the value and features of the YES;
 - c. changes in a certain jurisdiction's laws regarding cryptocurrency; and,
 - d. changes that need to be made from time to time following either changes to business practices or developments in Eyeska.

H.13. Third Party Websites, Platforms, and Content

1. Eyeska's provision of hyperlinks to third-party websites or posting of any hyperlinks or advertisement of any third party on its website should not be interpreted as a form of endorsement by Eyeska on such third party's products or business practices. Thus, any participant who uses third-party

websites, products, services shall do so based on his/her sole discretion and not because of Eyeska.

2. The information contained in the whitepaper includes those obtained from third-party sources. No one was asked to verify the accuracy of these information sourced from third parties. While these third-party information have been included in their original form and context, the YES, Eyeska, or its community do not make any representation or warranty as to the accuracy, reliability, or completeness of these information; thus, they shall not be obliged to provide any updates on the same.

H.14. Audit of the Smart Contract System

1. It is expected that the smart contract system should be subjected to security audit prior to its launch. This audit would confirm that the smart contract system has been programmed to adopt the latest features in accuracy and security.
2. It is expected that a participant knows, understands, and accepts that this smart contract technology is in its early development stage; thus, it is applied under experimental conditions. While an audit can raise security and accuracy concerns, a participant is expected to understand and accept that the audit does not make any warranty on the smart contract system and the YES, and due to the risks currently associated with the smart contract system, there could be complete loss of the YES.

H.15. Intellectual Property Rights

No participant is entitled to any intellectual property rights on the basis of the token sale; neither is anyone entitled to the use—for whatever reason—any information, user interface, trade name, trademark, image, or logo that is connected with the token sale, Eyeska, or the YES.

H.16. Entire Agreement

The agreement between a participant and Eyeska, which is part of the terms of the token sale, surpasses all other prior agreements, arrangements, or understandings regarding the token sale.

H.17. Token Sale Jurisdiction

The token sale is a worldwide event and not linked to one jurisdiction. Any person, in any part the world, with the exception of Restricted Participants, can participate in the event.

H.18. Third Party Right

The Rights of Third Parties or Contracts Act does not apply, under any circumstances, to the terms of the token sale. Any person therefore, who is not part of any agreement with Eyeska, does not have the right to enforce the terms of the token sale.

H.19. No Advice

No section in the whitepaper is intended to serve as a financial, legal, business, or tax advice regarding the token sale, Eyeska, or the YES.

H.20. Privacy Policy

Participants may only use their data in accordance with the Privacy Policy in connection with the token sale.