

EncryptoTel Token (ETT) Crowdsale: Terms & Conditions

The following Terms and Conditions (“Terms”) govern the sale of EncryptoTel Tokens (“ETT”) to crowdsale participants (“Purchasers” collectively, and “Purchaser” individually).

This document describes the initial sale in which the EncryptoTel Token (“ETT”) is sold. It is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring ETT early in the initial sale versus waiting to purchase ETT on open, third-party exchanges.

IMPORTANT

Ownership of ETT carries no rights express or implied. Purchases of ETT are non-refundable. Purchasers should have no expectation of influence over governance of EncryptoTel.

By participating in the sale of ETT, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing ETT and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase ETT in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of ETT, now or in the future, EncryptoTel and its affiliates.

WARNING: DO NOT PURCHASE ETT IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.

Purchases of ETT should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (“BTC”), and blockchain-based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While EncryptoTel will be available to assist Purchasers of ETT during and after the sale, EncryptoTel will not be responsible for lost BTC or ETT resulting from actions taken by, or omitted by Purchasers. Note, in particular, that ETT Purchasers should take great care to write down their wallet password and not lose it so as to be sure that they will be able to access their ETT when it becomes available after the initial sale. If you do not have such experience or expertise, then you should not purchase ETT or participate in the pre-sale of ETT.

WARNING: CRYPTOGRAPHIC TOKENS MAY EXPERIENCE EXTREME PRICE VOLATILITY.

EncryptoTel tokens do not represent any formal or legally binding investment. Cryptographic tokens that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of ETT should be prepared to expect similar fluctuations, both down and up, in the price of ETT denominated in BTC or United States dollars (“USD”) or currencies of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. EncryptoTel cannot and does not guarantee market liquidity for ETT and therefore there may be periods of time in which ETT is difficult to buy. Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain countries to open accounts

at exchanges located anywhere in the world, the liquidity of ETT may be markedly different in different countries and this would likely be reflected in significant price discrepancies. By purchasing ETT, you expressly acknowledge and represent that you fully understand that ETT may experience volatility in pricing and will not seek to hold EncryptoTel liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of ETT.

WARNING: THE PURCHASE OF ETT ENTAILS A NUMBER OF RISKS.

The purchase of ETT carries with it a number of risks. Prior to purchasing ETT, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, you should not purchase ETT. By purchasing ETT, and to the extent permitted by law, you are agreeing not to hold EncryptoTel liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of ETT, including losses associated with the risks set forth below.

TERMS AND CONDITIONS

1. Overview of Initial Sale of ETT

EncryptoTel will produce and market a quantity of ETT in a pre-sale event called the initial sale, to be conducted on its web site at <http://ico.encryptotel.com>. (“the initial sale”).

Purchasers in the initial sale will acquire ETT in exchange for BTC, WAVES, ETH and ETC at predefined sale prices over a period of thirty-seven (37) days. Purchasers of ETT in the initial sale will be granted user accounts on the aforementioned website that will enable them to claim their purchase at the end of the initial sale. All ETT pre-sold in this manner will be created on the Waves and Ethereum networks after the end of the initial sale, although there are no guarantees that this will occur within a given timeframe. ETT purchased with BTC and WAVES will be created on the Waves blockchain. ETT purchased with ETH and ETC will be created on the Ethereum and Ethereum Classic blockchains, respectively. EncryptoTel will allocate the purchased ETT to the corresponding user account on the web site, delivering it to their control.

2. Creation of ETT

ETT will be simultaneously issued on the Waves platform and the Ethereum platform. The total supply of ETT will be created on the Waves blockchain. An equal quantity of ETT will be created on the Ethereum blockchain. Using a new technology comprised of a web interface, locked wallets and smart contracts on the Ethereum side, ETT will be dynamically interchangeable from one blockchain to another as the end user wishes. No further ETT will ever be created.

TIMING OF SALE

The initial sale will begin at 00:00:00 UTC on 24 April, 2017. The sale will run for 37 days and will end at 23:59:59 UTC on 31 May, 2017, or whenever the cap of \$3 million has been reached.

3. ETT Pricing

Based on the performance of other recent blockchain project launches EncryptoTel management has determined that this initial sale shall be partitioned and sold at increasing price points as the sale proceeds. Full details about these price points will be provided in a timely manner to Purchasers in the initial sale and will be available on the website at the time of purchase.

4. Disclosure of Purchases

To enable ETT Purchasers to have as much information as possible to guide their decision-making process, EncryptoTel will disclose in real time the total funds collected in the ETT initial sale to enable the Purchaser to develop an understanding of the size of the existing EncryptoTel funding pool at the time of their ETT purchase.

5. Purchase of ETT from the EncryptoTel Website

EncryptoTel will maintain a store interface, which can be used to purchase ETT. The store interface will be available on the EncryptoTel website (<http://ico.encryptotel.com/>). Instructions for purchasing ETT with BTC and other cryptocurrencies using the store interface will be embedded and available for review on the EncryptoTel website during the duration of the initial sale. Failure to follow these instructions may limit, delay, or prevent a Purchaser from obtaining ETT. Any questions about these instructions should be directed to support@EncryptoTel.com.

6. Obligation to Determine If Purchaser Can Purchase ETT in Purchaser's Jurisdiction

This product sale is conducted by EncryptoTel, a Russian company, operating under Russian law. It is the responsibility of each potential Purchaser of ETT to determine if the Purchaser can legally purchase ETT in the Purchaser's jurisdiction.

7. Acceptance of Terms and Conditions of the EncryptoTel Token Sale

As a first step in the purchase process, EncryptoTel will present the Purchaser with these Terms, and associated documents. By placing an order for ETT, the Purchaser: (i) consents and agrees to the Terms; (ii) represents and warrants that the Purchaser is legally permitted to purchase ETT in the Purchaser's jurisdiction and is legally permitted to receive products of Russian origin; (iii) represents and warrants that the Purchaser is of a sufficient age to legally purchase ETT or has received permission from a legal guardian who has reviewed and agreed to these Terms; (iv) represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of ETT as set forth below; and (v) represents and warrants that the Purchaser has an understanding of the usage and intricacies of cryptographic tokens, like BTC, and blockchain-based software systems.

8. Independent Confirmation of Purchases

During the purchase process on the website, EncryptoTel will provide Purchasers with a unique intermediary cryptocurrency address. Using this address, Purchasers can track and confirm that the Purchaser's cryptocurrency has been received at that address and has been subsequently and automatically sent to the escrow address. Knowledge of the unique intermediary address does not constitute a purchase receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of the purchased ETT.

9. Receipt of ETT and the Purchase Email

As part of the purchase process, and in order to purchase ETT, a Purchaser will need to provide an email address (the "Purchase Email"). The Purchase Email will be used to email the Purchaser a notice of the creation of the Purchaser's account on its website. By purchasing ETT, and to the extent permitted by applicable law, the Purchaser agrees not to hold EncryptoTel liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to, Purchaser's failure to secure their account.

10. ETT Will Only Be Available For Sale on the EncryptoTel Website

EncryptoTel will only sell ETT through the EncryptoTel website, available at <http://ico.encryptotel.com/>. To the extent that any third-party website or service offers ETT for sale during the initial sale or facilitates the sale or transfer of ETT in any way during the initial sale, such third-party websites or services are not sanctioned by EncryptoTel or its affiliates. As a result, EncryptoTel prohibits the use of these third-party websites or services for the purchase of ETT prior to the end of the initial sale.

11. Fraudulent Attempts to Double Spend BTC

EncryptoTel will monitor all potential transactions for fraudulent attempts to double spend BTC. Any detected double spend of BTC will result in no ETT being delivered to the associated Purchaser.

12. EncryptoTel Will Not Purchase ETT During Initial Sale

EncryptoTel warrants that it will not purchase ETT in its own sale. Furthermore EncryptoTel warrants that it will not purchase ETT from any third party, or acquire ETT in any manner, or acquire future control of ETT, during the period of the initial sale.

13. Certain Risks Associated with the Purchase of ETT

The purchase of ETT carries with it significant risk. Prior to purchasing ETT, the Purchaser should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase ETT.

- i. It is possible that the value of BTC will drop significantly in the future, depriving EncryptoTel of sufficient resources to continue to operate.
- ii. ETT will be stored in a wallet, which can only be accessed with a password selected by the Purchaser. If a Purchaser of ETT does not maintain an accurate record of their password, this may lead to the loss of ETT. As a result, Purchasers must safely store their password in one or more backup locations that are well separated from the primary location. In order to access one's ETT the password that the Purchaser entered is required; loss of this may lead to the loss of a Purchaser's ETT.
- iii. Any third party that gains access to the Purchaser's Purchase Email may be able to gain access to the Purchaser's ETT. The Purchaser must take care not to respond to any inquiry regarding their purchase of ETT, including but not limited to, email requests purportedly coming from the website or a similar-looking domain.
- iv. Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. EncryptoTel could be impacted by one or more regulatory enquiries or regulatory action, which could impede or limit the ability of EncryptoTel to continue to develop their platform.
- v. It is possible that EncryptoTel will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the use of peer-to-peer currencies for PBX and VoIP. Such a lack of interest could impact the development of the EncryptoTel Platform. EncryptoTel cannot

predict the success of its own marketing efforts or the efforts of other third parties. There is no guarantee of revenues or profits resulting from the marketing activities of the EncryptoTel.

- vi. The Purchaser recognizes that EncryptoTel's software is currently under development and may undergo significant changes before release. The Purchaser acknowledges that any expectations regarding the form and functionality of the Platform held by the Purchaser may not be met upon release of the Platform, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the EncryptoTel Platform.
- vii. The Purchaser understands that while the EncryptoTel Team will make reasonable efforts to complete the core software, it is possible that an official completed version of the Platform may not be released and there may never be an operational EncryptoTel Platform.
- viii. Hackers or other groups or organizations may attempt to steal the BTC and cryptocurrency revenue from the initial sale. To account for this risk, EncryptoTel has and will continue to implement comprehensive security precautions to safeguard the BTC and cryptocurrency obtained from the sale of ETT. Multi-factor security measures will be taken to protect cryptocurrency and ETT including but not limited to physical elements, multi-signature keys, splitting of funds, hot/cold wallet partitioning and diversification. Moreover, regular security audits of hot and cold wallets will be conducted by internal and external teams.
- ix. Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the EncryptoTel Platform, which could result in the theft or loss of ETT. To the extent possible, EncryptoTel intends to update the protocol underlying the EncryptoTel Platform to account for any advances in cryptography and to incorporate additional security measures, but cannot it cannot predict the future of cryptography or the success of any future security updates.
- x. As with other cryptocurrencies, the Waves blockchain used for the EncryptoTel Token is susceptible to attacks. Any successful attacks present a risk to the EncryptoTel Platform and expected proper payment operations.
- xi. The loss or destruction of a private key by EncryptoTel used to access may be irreversible. EncryptoTel's loss of access to its private keys or a data loss relating to EncryptoTel could adversely affect the value of ETT.
- xii. EncryptoTel Platform is a new product, thus contributing to price volatility that could adversely affect the value of ETT. The factors affecting the further development of the digital assets industry, as well as the EncryptoTel Platform, include:
 - a) continued worldwide growth in the adoption and use of ETT and other digital assets;
 - b) government and quasi-government regulation of ETT and other digital assets and their use, or restrictions on or regulation of access to and operation of the EncryptoTel Platform or similar digital asset systems;
 - c) the maintenance and development of the software of the EncryptoTel Platform;
 - d) changes in consumer demographics and public tastes and preferences;
 - e) the availability and popularity of other similar products; and
 - f) general economic conditions and the regulatory environment relating to the EncryptoTel Platform and digital assets.
- xiii. Intellectual property rights claims may adversely affect the operation of the EncryptoTel Platform. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the EncryptoTel Platform's long-term viability may adversely affect the value of ETT. Additionally, a meritorious intellectual property claim could prevent end-users from accessing the EncryptoTel Platform.

- xiv. Cryptocurrency exchanges on which ETT may trade may be relatively new and largely unregulated and may therefore be more exposed to fraud and failure than established, regulated exchanges for other products. To the extent that the cryptocurrency exchanges representing a substantial portion of the volume in ETT trading are involved in fraud or experience security failures or other operational issues, such cryptocurrency exchange failures may result in a reduction in the price and can adversely affect the value of ETT. A lack of stability in the cryptocurrency exchanges and the closure or temporary shutdown of cryptocurrency exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the EncryptoTel Platform and result in greater volatility in the price.
- xv. Political or economic crises may motivate large-scale sales of ETT, which could result in a reduction in the price and adversely affect the value of ETT. Digital assets such as ETT, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events. Large-scale sales of ETT would result in a reduction in the price.
- xvi. It is possible that a digital asset other than ETT could have features that make it more desirable to a material portion of the digital asset user base, resulting in a reduction in demand for ETT, which could have a negative impact on the use and price of ETT. It is possible that a comparable product could become materially popular due to either a perceived or exposed shortcoming of the EncryptoTel Platform that is not immediately addressed by the EncryptoTel Team, or a perceived advantage of a comparable product that includes features not incorporated into the EncryptoTel Platform. If this product obtains significant market share, it could have a negative impact on the demand for, and price of, ETT.
- xvii. ETT transactions are irrevocable and stolen or incorrectly transferred ETT may be irretrievable. As a result, any incorrectly executed ETT transactions could adversely affect the value of ETT. Cryptocurrency transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the host blockchain platform. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of ETT or a theft of ETT generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of ETT.
- xviii. Some ETT tokens may be issued on the Ethereum blockchain. As such, any malfunction or unexpected functioning of the Ethereum protocol may impact the Purchaser's ability to transfer or securely hold ETT. Such impact could adversely affect the value of ETT.
- xix. Some ETT tokens may be issued on the Waves platform. As such, any malfunction or unexpected functioning of the Waves platform may impact the Purchaser's ability to transfer or securely hold ETT. Such impact could adversely affect the value of ETT.
- xx. It is possible that, due to any number of reasons, including without limitation the failure of business relationships or marketing strategies, that the EncryptoTel Platform and all subsequent marketing from the money raised from the same of ETT may fail to achieve success.

14. All Purchases of ETT Are Non-Refundable

ALL PURCHASES OF ETT ARE FINAL. PURCHASES OF ETT ARE NON-REFUNDABLE. BY PURCHASING ETT, THE PURCHASER ACKNOWLEDGES THAT ENCRYPTOTEL IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY ETT THAT IS NOT USED OR REMAINS UNUSED.

15. Taxation of ETT and Taxation Related to the Initial Sale

EncryptoTel makes no representations concerning the tax implications of the sale of ETT or the possession or use of ETT. The Purchaser bears the sole responsibility to determine if the purchase of ETT with BTC or the potential appreciation or depreciation in the value of ETT over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing ETT, and to the extent permitted by law, the Purchaser agrees not to hold any of the EncryptoTel Parties liable for any tax liability associated with or arising from the purchase of ETT.

16. Privacy

Although EncryptoTel requires that Purchasers provide an email address, EncryptoTel will not publish any identifying information related to ETT purchases, without the prior written consent of the Purchaser. Purchasers may be contacted by email by EncryptoTel regarding a purchase. Such emails will be informational only. EncryptoTel will not request any information from Purchasers in an email.

17. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING ETT AT THE PURCHASER'S SOLE RISK AND THAT ETT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE ENCRYPTOTEL PARTIES WARRANT THAT THE PROCESS FOR PURCHASING ETT WILL BE UNINTERRUPTED OR ERROR-FREE.

18. Limitations Waiver of Liability

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, ETT OR THE ENCRYPTOTEL PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE ENCRYPTOTEL PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, ETT. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT ENCRYPTOTEL PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF ETT, AND THAT THE RISK OF PURCHASING ETT RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE ENCRYPTOTEL PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER MAY HAVE PAID TO ENCRYPTOTEL FOR THE PURCHASE OF ETT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF

LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF ENCRYPTOTEL.

19. Dispute Resolution

- a) EncryptoTel and Purchaser (the “Parties”) agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this pre-sale and their respective rights and obligations hereunder arising under this Agreement (a “Dispute”).
- b) If the Parties, or their designated representatives, are unable to resolve the Dispute within ten (10) business days after referral of the matter to them, the Parties will submit the Dispute for resolution pursuant to paragraph c. of this Section.
- c) Except with respect to Disputes concerning (i) the right of either Party to apply to a court of competent jurisdiction for an interim or interlocutory injunction or other provisional remedy to preserve the status quo or prevent irreparable harm or (ii) any Disputes that may arise in connection with a breach of a Party’s obligations of confidentiality hereunder, if any Dispute is not resolved pursuant to paragraphs a. and b. above, the Parties will, acting reasonably, agree mutually on the forum for resolution of the Dispute by arbitration as set out in this Section.
- d) After the completion of the procedures set forth in paragraph b. and agreement by the Parties to enter into binding arbitration in accordance with paragraph c. of this Section, either Party may within thirty (30) calendar days refer the Dispute to arbitration by serving written notice of its intention to arbitrate the Dispute to the other Party.
- e) The arbitration will be conducted by a single arbitrator to be mutually agreed to by the Parties within three (3) business days following the date of the referral of the Dispute to arbitration.
- f) The arbitrator will have reasonable expertise and experience in arbitrating commercial disputes involving agreements for the provision of consulting and contractual disputes.

20. Force Majeure

EncryptoTel is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions), or
- any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other’s inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

21. Complete Agreement

These Terms set forth the entire understanding between each Purchaser and EncryptoTel with respect to the purchase and sale of ETT. For facts relating to the sale and purchase, the Purchaser agrees to rely only on this document in determining purchase decisions and understands that this document governs the sale of ETT and supersedes any public statements about the initial sale made by third parties or by EncryptoTel or individuals associated with any EncryptoTel parties, past and present and during the initial sale. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this Agreement. This Agreement may only be amended by a written document duly executed by the parties.

22. Severability

The Purchaser and EncryptoTel agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

23. No Waiver

The failure of EncryptoTel to require or enforce strict performance by the Purchaser of any provision of these Terms or EncryptoTel's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of EncryptoTel's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by EncryptoTel of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by EncryptoTel shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Purchaser and a duly appointed officer, employee, or agent of EncryptoTel.

24. Updates to the Terms and Conditions of the ETT Initial Sale

EncryptoTel reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the EncryptoTel website. Any Purchaser will be deemed to have accepted such changes by purchasing ETT. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and EncryptoTel. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase ETT.

25. Cooperation with Legal Authorities

EncryptoTel will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. EncryptoTel will endeavour to publish any legal enquiries upon receipt.

26. Further Information

For further information regarding the ETT sale, please contact support@EncryptoTel.com.