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3. Risks related to the use of the DigiByte Blockchain

The Website and the DigiByte Foundation will not be responsible for any losses, damages or claims arising from events falling within the scope of the following five categories:

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(3.2) Software problems of the Website and/or any DigiByte-related software or service, e.g., corrupted wallet file, incorrectly constructed transactions, unsafe cryptographic libraries, malware affecting the Website and/or any DigiByte-related software or service.

(3.3) Technical failures in the hardware of the user of any DigiByte-related software or service, e.g., data loss due to a faulty or damaged storage device.

(3.4) Security problems experienced by the user of any DigiByte-related software or service, e.g., unauthorized access to users' wallets and/or accounts.

(3.5) Actions or inactions of third parties and/or events experienced by third parties, e.g., bankruptcy of service providers, information security attacks on service providers, and fraud conducted by third parties.

(3.6) Actions or inactions of third parties and/or events by third parties in connection with the issuance of DigiAssets on the DigiByte blockchain, e.g., bankruptcy of asset service providers, information security attacks on asset service providers, and fraud conducted by third parties in relation to the issuance of DigiAssets, including but not limited to whether these DigiAssets are defined as "securities" under the law of the relevant jurisdiction under which they are issued and the whether the corresponding legal compliance obligations are satisfied.

We are not your lawyer and the DigiByte blockchain does not give legal advice in connection with the issuance and purchase of DigiAssets. You should talk to a lawyer before using DigiAssets to create any blockchain asset with real value. DigiByte is not responsible if you do not.

4. DigiByte teams

Integrity is one of the most important characteristics of DigiByte team members. All members are trustworthy and have the best intentions. When dealing with an ICO project or a company with paid employees managing a project, there is always the risk of having people focused on money, instead of real dedication to the project. In a decentralized community like DigiByte, all active members are unpaid volunteers, dedicating free time, resources and money out of own pockets to support the project. There will be no fraud, corruption or illegal actions. History has proven that the decentralized nature of the DigiByte community produces a self-improving system. If someone fails or seems to have wrong intentions, it will get noticed by others and that person will get blocked, ignored and excluded from the community.

5. Investment risks

The investment in DigiByte can lead to loss of money over short or even long periods. The investors in DigiByte should expect prices to have large range fluctuations. The information published on the Website cannot guarantee that the investors in DigiByte would not lose money.

6. Compliance with tax obligations

The users of the Website are solely responsible to determinate what, if any, taxes apply to their DigiByte transactions. The owners of, or contributors to, the Website are NOT responsible for determining the taxes that apply to DigiByte transactions.

7. The Website does not store, send, or receive DigiBytes

The Website does not store, send or receive DigiBytes. This is because DigiBytes exist only by virtue of the ownership record maintained in the DigiByte network. Any transfer

of title in DigiBytes occurs within a decentralized DigiByte network, and not on the Website.

8. No warranties

The Website is provided on an "as is" basis without any warranties of any kind regarding the Website and/or any content, data, materials and/or services provided on the Website.

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Unless otherwise required by law, in no event shall the owners of, or contributors to, the Website be liable for any damages of any kind, including, but not limited to, loss of use, loss of profits, or loss of data arising out of or in any way connected with the use of the Website.

10. Arbitration

The user of the Website agrees to arbitrate any dispute arising from or in connection with the Website or this disclaimer, except for disputes related to copyrights, logos, trademarks, trade names, trade secrets or patents.

11. Last amendment

This disclaimer was amended for the last time on March 15th, 2020.

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