

# TERMS & CONDITIONS

## I. INTRODUCTION

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Welcome to the world of Quantocoin!

Quantocoin Tokens are a new series of Waves-based digital cryptographic tokens to be offered by Quantocoin (QTC) in our Offering. Subscriptions for the Quantocoin Tokens in the Main Sale may be paid for in Bitcoin (BTC), Ether (ETH) and Waves (WAVES) or Fiat (USD, EUR) via the dedicated Waves platform in case of credit card or debit card use or through our trusted Escrow Agent service. QTC will use the proceeds of the Offering for the development of the Quantocoin Platform project in accordance with its investment plans, as set forth in more detail in the White Paper and these Terms and Conditions.

These Terms and Conditions provide important information about the use of this Website, which is intended to provide you with access to the Quantocoin Platform along with the Mobile application. The Quantocoin Platform provides the means by which you will acquire, manage and dispose of your Quantocoin Tokens under the terms of the Offering, as well as other relevant information that is generally considered to be of interest to someone looking to acquire them.

Please use the information contained under these Terms and Conditions, as amended from time to time, are intended solely for the purpose of evaluating your acquisition of Quantocoin Tokens. They are binding upon you as of the moment you access this Website. If you do not wish to be bound further by these Terms and Conditions, you must, as the case may be: (i) close your Account, (ii) cease any further use of this Website and (iii) dispose of any of your Quantocoin Tokens.

## II. DEFINITIONS

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In order to assist you further, we have provided you with a list of important definitions. Terms in these Terms and Conditions with capital letters shall have the meanings ascribed to them in this Section II, below.

“Account” – means a Participant's account on this Website that is created and used to hold Quantocoin Tokens. A Participant is provided with access to an Account upon successful registration via this Website, including the provision by the Account holder/Participant of all the required information;

“Accredited Investor” – means Person as defined in Rule 501(a) of Regulation D of the Securities Act.;

“Application” – means the main point of access to all services within the Quantocoin Ecosystem, which will be available for downloading in main application stores;

“Blockchain” – means a type of distributed ledger, comprised of unchangeable, digitally-recorded data in packages called blocks;

“China” – means the People's Republic of China;

“Escrow Agent” – means an intermediary third party (e.g., a law firm) as appointed by QTC and accepted by Participant as per the escrow agreement concluded and agreed between the Parties, in case Participant should choose the use of an Escrow Agent for direct contribution and purchase of Quantocoin Tokens via Fiat Currency;

“Ethereum” – means an open Blockchain platform located at [www.ethereum.org](http://www.ethereum.org);

“Ether” – is the name of the cryptocurrency used within the Ethereum platform;

“Fiat Currency” – means a common type of currency (such as national currencies in circulation, with USD or Euros being the most widely used) issued by official order, and whose value is based on the issuing authority's guarantee to pay the stated (face) amount on demand, and not on any intrinsic worth or extrinsic backing;

“Japan” means the State of Japan;

“Launch” – means the initial launch of the Quantocoin Platform and the generation of the genesis block thereof;

“Main Sale” – means the Main Sale of Quantocoin Tokens, referred to also as the Distributional Token Offering (DTO) under the Offering in accordance with these Terms and Conditions.

“Offering” – means the restricted sale of Quantocoin Tokens to Participants via an electronic Quantocoin Platform accessed through this Website, and subject to these Terms and Conditions;

“Offering Period” – means the period announced by QTC on this Website during which time the Offering for the sale and acquisition of Quantocoin Tokens to Participants shall take place;

“Participant” -- means the individual accessing this Website through his Account in order to participate in the Offering for Quantocoin Tokens. A Participant may also be referred to as “you” and its linguistic derivatives;

“Party” refers to either you or us (or us both, as the context requires);

“Payment Window” -- during the Offering Period, the period established by QTC permitting each Participant to purchase and pay for the Quantocoin Tokens, as further set forth in the Website ([www.quantocoin.io](http://www.quantocoin.io)).

“QTC Coin” – means a convertible cryptographic derivative Blockchain-based software ledger data entry issued on the basis of the Waves platform based Smart contract that may be redeemed on a 1:1 exchange rate against a Quantocoin Token after the completion of the Offering, subject to these Terms and Conditions and such other terms, instructions and procedures as may be set forth in this Website from time to time and subject to QTC's sole discretion.

“Quantocoin Ecosystem” -- The QTC Ecosystem, which is the infrastructure by which Participants pay for and acquire the Quantocoin Tokens (including, without limitation, the Quantocoin Platform, Quantocoin Exchange, Account, Wallet, Applications, Blockchain and this Website) that links all Quantocoin and/or third party services together in one place.

“Quantocoin Exchange” -- means an exchange upon which the Quantocoin Tokens will be traded.

“Quantocoin Platform” – a bespoke crypto-currency exchange developed by QTC and designed to be accessed by the Participants through the use of their Accounts for the purpose of acquiring, managing and disposing of the Quantocoin Tokens;

“Quantocoin Tokens” – means a cryptographic token (made up of Blockchain-based software ledger data entries) recognized Offering vehicle of the cryptographic QTC Coins, which are created and distributed by QTC as a proof of right to exchange the Quantocoin Tokens into QTC Coins with a 1:1 exchange rate, with a special offer discount for such sale. Quantocoin Tokens can be acquired either through private placement agreement, OTC or an open market offer;

“Securities Act” -- means the U.S. Securities Act of 1933, as amended;

“Term and Conditions” – the provisions of these Terms and Conditions, as amended from time to time, along with all other operating rules, policies, agreements, regulations, disclosures and procedures that may be issued by QTC and published from time to time on this Website (including the privacy policy, cookie policy, and the like) and which, collectively, make up the requirements of the Offer applicable to each Participant;

“U.S.” – means the United States of America;

“USD” – means United States Dollars;

“U.S. Persons” – means any: (i) individual who is a U.S. citizen, has been granted U.S. permanent residence or has been granted status as a "protected person" under 8 United States Code 1324b(a)(3); (ii) corporation/business/organization/group incorporated in the United States under U.S. law; (iii) any part of the U.S. government; and/or any individual defined as such under Rule 902(k)(1) of Regulation S of the Securities Act;

“Wallet” – means the digital location within each Participant’s Account holding the Quantocoin Tokens and/or QTC Coins;

"Waves platform" - means an open-source blockchain platform where QTC Tokens are issued, stored and traded;

“Website” – means this web site, which is owned and maintained by QTC and contains information about the entire Quantocoin Ecosystem (including, amongst other things, the terms of the Offering, these Terms and Conditions, the White Paper, information regarding the Quantocoin Platform, as well as the procedures outlining the acquisition, use and disposition of the Quantocoin Tokens) which may be found under either of the following domain names: [www.quantocoin.io](http://www.quantocoin.io) or [www.quantocoin.com](http://www.quantocoin.com);

“Website Owner” - means QTC; and,

“White Paper” - means an informational document issued by QTC to promote or highlight, amongst other things, the features of the Offering, the Quantocoin Tokens and the use of this Website, to be used as a marketing tool before and during the Offering and not as a

Participant manual or other technical document developed to provide support to the Participant with respect to the Offering.

In these Terms and Conditions, unless otherwise specified, words indicating the singular shall be understood to include the plural, and vice versa, and words indicating gender shall include all genders.

### III. IMPORTANT NOTICE

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These Terms and Conditions shall not be viewed as an investor prospectus and do not purport to contain all of the information that an investor may require to form an investment decision. Any representation or information not specifically set out in these Terms and Conditions must not be implied as having been authorized by QTC, or any of its partners, members, officers, employees, managers, affiliates or agents. The contents of these Terms and Conditions are not to be construed as a recommendation or advice to any prospective Participant in the Offering (in relation to the purchase, holding or disposal of the Quantocoin Tokens) and each Participant should consult his own professional advisers accordingly.

You are not eligible purchase the Quantocoin Tokens, and the Offering is not made available to you, if you are a citizen or resident (tax or otherwise) of any country or state where the purchase of such Quantocoin Tokens may be prohibited, or where such sale is deemed as not in compliance with applicable laws and regulations.

As of the date of publishing these Terms and Conditions, residents of China are prohibited from purchasing Quantocoin Tokens. Individuals who are not residents of China and who wish to acquire Quantocoin Tokens outside of China will be required to undertake and confirm that they will not resell their Quantocoin Tokens to citizens of China.

As of the date of publishing these Terms and Conditions, residents of Japan are prohibited from registering for an Account through this Website. On the other hand, residents of Japan are permitted to purchase Quantocoin Tokens through any Japanese registered exchange after either action is taken: (i) the Offering is registered with each Local Finance Bureau that is the delegated authority to the Prime Minister, or (ii) if the Offering is otherwise confirmed by written opinion of local counsel as being in compliance with the Financial Instruments and Exchange Act.

The Offering for Quantocoin Tokens has not been approved under any terms and procedures of possible respective authorities, however, to the maximum possible effort QTC requested its lawyers to identify those countries with respective regulations to token offerings and as a result the QTC offering terms have been adjusted, still obliging each interested contributor himself to evaluate whether he is eligible to participate under current Terms and Conditions and to obtain prior to any contribution to the QTC project proper professional advice. This document does not constitute a prospectus for the purposes of an IPO, or investments in the meaning of e.g. Directive 2003/71/EC, and the amendments thereto, including Directive 2010/73/EC, the Prospectus Rules of the U.K. Financial Conduct

Authority or any other competent authority, and has not been approved by or filed with any competent or relevant authorities.

The Offering has not been, and will not be, registered or qualified under the "Act" or the securities laws of any state, in reliance upon one or more specific exemptions from registration or qualification requirements. As a result, the QTC Tokens are not offered to U.S. Persons, and if they should be offered then they hereby are offered only to Accredited Investors as such term is defined in Rule 501(a) of Regulation D of the Act, as amended. If the Participant is a U.S. Person, then such Participant represents and warrants that he/she/it is an Accredited Investor as such term is understood under the Act. The Participant understands that he will be required to complete the attached investor questionnaire, and further provide such documents to the Initiator or the Initiator's authorized agent, as either of them may deem necessary to verify the Participant's status as an Accredited Investor. Failure to provide such documents will disqualify the Participant from purchasing the QTC Tokens. Quantocoin is prohibited from selling QTC Tokens to Participants who are unable to provide reasonable proof of their status as an Accredited Investor.

If the Participant is a U.S. Person, then the Participant represents and warrants that he has reviewed the information available at <https://www.investor.gov/additional-resources/news-alerts/alerts-bulletins/investor-bulletin-accredited-investors> and is familiar with the Securities and Exchange Commission's ("SEC") regulation D.

If the Participant is not a U.S. Person as described in Sections 1 and 2 above, then the Participant present is not defined herein as a "U.S. Person."

The distribution of these Terms and Conditions in certain jurisdictions may be restricted by law. Participants should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of any Quantocoin Tokens.

The Quantocoin Tokens may be a suitable only for Participants who are able to understand the unique nature of the Offering and cryptocurrency exchanges. In making a decision to participate, investors must rely on their own examination of the terms of the Offering, including the merits and risks involved. Prospective Participants should not construe the contents of these Terms and Conditions as legal, business, tax, accounting, investment or other advice. Accordingly, any prospective Participant is urged to consult his own advisers as to the legal, business, tax, regulatory, accounting, financial and other consequences related to any participation in the Offering of Quantocoin Tokens.

The information contained in these Terms and Conditions is current only as of the publication date on its cover. For any time after the cover date of these Terms and Conditions, the information relating to the subject matter hereof may have changed. Neither the delivery of these Terms and Conditions nor any sale of Quantocoin Tokens hereunder shall, under any circumstances, create any implication that there have been no changes in the status or business of QTC after the date of these Terms and Conditions. Except as may be required under applicable law or regulations, QTC does not undertake any obligation to update the information contained in these Terms and Conditions after its publication date.

These Terms and Conditions may not be used for the purpose of, and may not be construed as, an invitation to any person to subscribe for or purchase any securities or any other financial instrument, or as an invitation or an offer to sell or a solicitation of an offer to subscribe for or purchase any securities or any other financial instrument in a jurisdiction in which such an invitation, offer or solicitation cannot lawfully be made to him or made without compliance with any registration or other legal requirements. Neither these Terms and Conditions nor any of the Quantocoin Tokens have been nor will be registered or filed under the securities laws or regulations of any jurisdiction or approved, recommended or disapproved by any regulatory authority, nor has any such authority confirmed the accuracy or determined the adequacy of these Terms and Conditions.

Prospective Participants should read the whole of these Terms and Conditions and should be aware that acquisition of Quantocoin Tokens is speculative in nature and involves a high degree of risk. See the section of these Terms and Conditions entitled "Risk Factors," for a discussion of certain risks and other matters which should be considered prior to any acquisition of Quantocoin Tokens.

Please read carefully these Terms and Conditions before accessing the remainder of this Website, as the provisions hereof may affect your obligations and legal rights (including, but not limited to, waivers of rights and limitation of liability). If you intend to hold Quantocoin Tokens, you should read these Terms and Conditions and accept them in the appropriate field contained in this Website. If you do not agree with these Terms and Conditions, you will be prohibited from using this Website or otherwise acquiring any Quantocoin Token.

#### IV. FORWARD-LOOKING STATEMENTS

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These Terms and Conditions contain statements that, to the extent they do not recite historical fact, constitute (or may be deemed to be) forward-looking statements. These statements can be identified by the fact that they do not relate strictly to historical or current facts and may include the words "may", "will", "could", "should", "would", "believe", "expect", "anticipate", "estimate", "intend", "plan" or other words or expressions of similar meaning or, in each case, their negative. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future and, therefore, these forward-looking statements are based on the current expectations of QTC about future events. Forward-looking statements are not guarantees of future performance and the actual operating results and financial condition, and the development of the industry in which QTC operates may differ materially from those made in or suggested by the forward-looking statements contained in these Terms and Conditions. The forward-looking statements include statements that reflect QTC's beliefs, plans, objectives, goals, expectations, anticipations and intentions with respect to the financial condition, results of operations, future performance and business of QTC. Prospective investors are required to carefully review these Terms and Conditions, particularly the section entitled "Risk Factors," for a more complete discussion of the risks of an investment in the Quantocoin Tokens. Although QTC believes that the expectations reflected in the forward-looking statements are reasonable, QTC cannot guarantee future

results, level of activity, performance or achievements. Many factors discussed in these Terms and Conditions, some of which are beyond QTC's control, will be important in determining the future performance of QTC. Consequently, actual results may differ materially from those that might be anticipated from forward-looking statements.

In light of these and other uncertainties, prospective Participants should not regard the inclusion of a forward-looking statement in these Terms and Conditions as a representation by QTC that its plans and objectives will be achieved, and should not place undue reliance on such forward-looking statements. These forward-looking statements speak only as at the date of these Terms and Conditions. QTC expressly disclaims any obligation or undertaking to update any of the forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Statements in these Terms and Conditions regarding QTC's business focus, targets and size of expected transactions, specific or general strategies and similar statements are not limitations, and QTC reserves the right to participate in businesses that are outside of the parameters and terms described herein.

## V. MILESTONES

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Notes:

The precise times and dates of some of the above milestones will be announced shortly on this Website. However, such time and dates are subject to change at the absolute discretion of QTC. Participants will be alerted to the closing of any purchase of Quantocoin Tokens by e-mail, along with the appropriate update of their Accounts on the Quantocoin Platform.

QTC intends to list the Quantocoin Tokens on multiple cryptocurrency exchanges that accept Quantocoin Tokens.

## VI. GENERAL TERMS

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The provisions of these Terms and Conditions constitute a legally binding Agreement between you and QTC, and define the basic rights and obligations between us as Parties (irrespective of whether you have a registered Account or are merely visiting certain pages within this Website).

By accessing this Website, you accept these Terms and Conditions in full and agree to be bound hereby and to comply herewith. You are expected to review these Terms and Conditions each time you access this Website.

These Terms and Conditions are effective so long as you are accessing this Website and are holding the Quantocoin Tokens. You may withdraw from your obligations under these Terms and Conditions at any time by discontinuing your use of this Website and disposing of your Quantocoin Tokens.

You do hereby acknowledge and accept that these Terms and Conditions are subject to updates, amendment, modification or further completion at QTC's sole discretion, at any

time and without prior written notice to you. QTC may so amend these Terms and Conditions by updating the same at the "Last Updated" section within this Website, and your continued use of this Website thereafter shall constitute your acceptance of all of such updates, amendments, modifications or further completion.

QTC reserves the right to modify, suspend, disable or eliminate your access to this Website, or place this Website off-line, whether temporarily or permanently, at its sole discretion.

You also agree that you will not use the Quantocoin Tokens for any illegal activity (such as, without limitation, money laundering, support of terrorist activities, fraud, tax avoidance, or the like).

## VII. SALES AND PURCHASE

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### 1. CAMPAIGN PARTICIPATION

Participation in the Offering is voluntary. You will not be obliged to participate in the Offering or purchase Quantocoin Tokens merely as a result of: (a) accessing this Website, (b) registering an Account with this Website or the Waves platform, or (c) requesting or reading any materials (such as these Terms and Conditions or the White Paper) made available by QTC or communicating with QTC in any manner.

Should you choose to participate in the Offering, you will be deemed as having: (a) reviewed and comprehended these Terms and Conditions and the Quantocoin White Paper in full (including, without limitation, the risk factors set forth below); and (b) voluntarily accepted all the warranties and disclaimers made herein and the risks disclosed hereunder.

In order to hold Quantocoin Tokens on the terms provided herein, you will have to register an Account and not otherwise be disqualified under these Terms and Conditions. Quantocoin Tokens subscribed by you under the Offering will be delivered to you by QTC to your Account.

QTC reserves the right to take any action to identify and work with any Participant that it wishes to do so, even for a period which follows the end of the Payment Window (as set forth in Section VII, below). If QTC conducts a "know-your-customer" or other due diligence verification in respect of any matter relating to you as a Participant to the Offering, you must provide all requested information in a timely manner. Any delay in cooperation in this regard may subject you to suspension or exclusion from the Offer and/or further access to this Website.

QTC reserves the right to refuse to sell Quantocoin Tokens to any Participant who does not meet the criteria established by QTC as necessary for buying such assets, or as otherwise required under applicable law. In particular, QTC may refuse to sell Quantocoin Tokens to U.S. Persons and any other individual that it deems, using its sole discretion, as not meeting the applicable requirements for participating in the Offering.

In the event that QTC is made aware of any illegal activity (including, without limitation, activities related to money laundering and the financing or other support of terrorism) on your part in any manner relating to the Offering, your ownership of the Quantocoin Tokens

or access to this Website, then QTC shall be entitled to invalidate with retroactive effect your acquisition of Quantocoin Tokens, as well as suspend or cancel any further access to this Website and/or other Quantocoin Tokens by you, irrespective of whether payment has already been made for the Quantocoin Tokens in respect of the Offering.

## 2. REPRESENTATIONS; WARRANTIES AND UNDERTAKINGS

In order to participate in the Offering, each Participant does hereby represent and warrant, on his own behalf, as of the current date and for as long as: (a) these Terms and Conditions are applicable to the Offering, (a) the Participant owns Quantocoin Tokens; or (c) is active in accessing this Website, that:

- i. All the information submitted by the Participant to QTC is true, complete, valid and non-misleading;
- ii. Participant is of sufficient age to participate in the Offering and meet all other eligibility and residency requirements, and is fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;
- iii. Participant is a seasoned investor, expert, technician, professional and/or with general understanding of certain investments of Blockchain, distributed ledger technology, and Quantocoin Tokens, cryptocurrency and the financial markets, and is fully aware of all the merits, risks and restrictions associated with the development and use of the Quantocoin Tokens and/or are associated with cryptocurrencies and Blockchain-based systems; and, further, is familiar with managing them and is solely responsible for any evaluations based on such knowledge.
- iv. Participant's participation in the Offering is voluntary and based on his own independent judgment without being coerced, solicited or misled by anyone else;
- v. Participant is permitted by the laws of each jurisdiction applicable to him to participate in the Offer and is legally permitted to acquire, receive and hold the Quantocoin Tokens;
- vi. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Participant in connection with his participation in the Offering;
- vii. Participant has only used such crypto-Quantocoin Tokens as lawfully acquired to make payment in the Offering and does not participate in the Offering for any money-laundering, terrorism financing or another illicit purpose, nor does he contemplate to use the Quantocoin Tokens for any illegal or unethical purpose, and warrants that his funds do not under any circumstances originate with, or come from, illegal or unethical sources;
- viii. Participant is experienced in and capable of maintaining and safekeeping private key (e.g. Bitcoin or Ether) of the sending address out of which the Participant shall make a payment for purchasing the Quantocoin Tokens under the Offering;
- ix. Participant is taking part in the Offering for his own benefit and is not acting as a nominee or agent for or on behalf of any third party; and,

x. Participant understands and accepts that the Quantocoin Tokens do not represent or constitute any ownership right or stake, share or security or equivalent right in or relating to the ownership structure or business of QTC, and/or any public or private company, corporation, entity or property; and,

Participant shall: (a) comply with the requirements of his local jurisdiction, (b) avoid any action regarding his participation in the Offer (including all further access to this Website) that is otherwise prohibited under applicable law, (c) fulfil all necessary and required steps to ensure legal compliance of any matter relating to his acquisition, ownership or control over the Quantocoin Tokens, and (d) indemnify QTC with respect to all loss arising out of his participation in the Offering.

Participant understands and accepts that Blockchain technologies allow new forms of interaction and that it is possible that certain jurisdictions will impose existing regulations over such technologies, or introduce new regulations addressing, Blockchain technology-based applications, which may be contrary to the current structure of the Offering and which may, amongst other things, result in substantial modification of the Quantocoin Platform, including its termination and the loss of Quantocoin Tokens for the Participant. Further, the Participant accepts and bears the risk with respect to any national and/or international regulations enacted by the authorities or international organizations with competent jurisdiction over any Offering, issuance or use of the Quantocoin Tokens at the current time or in the future.

### 3. QUANTOCOIN TOKENS FOR OFFERING

The total number of Quantocoin Tokens to be issued is ninety-nine million units (99,000,000).

The maximum number of the Quantocoin Tokens for the Offering is seventy - million units (70,000,000).

A total of 70 million QTC tokens will be distributed throughout defined consecutive periods over the next 10 months. These tokens will be split into the same rolling Payment Windows based on QTC availability. QTC tokens available during a specific Payment Window will be split proportionally among all participants who invest during the window period, based on the contribution amount received.

Each Participant is entitled to purchase any number of Quantocoin Tokens under the Offering, subject to the remaining number of Quantocoin Tokens for Offering that has not yet been sold.

The Quantocoin Tokens available under the Offering will be offered for sale at a price set forth in subparagraph 4, below, and will be delivered in accordance with Chapter VIII.

QTC is not obliged or committed to sell all the Quantocoin Tokens during the Offering.

### 4. PRICE

The price of one Quantocoin Token is equal in value to USD 1.00. However, during the Offering Period, QTC may offer a special discount scheme as will be set forth in this Website prior to the commencement of the Main Sale of the Quantocoin Tokens.

## 5. PAYMENT

Payment by you shall be deemed as acceptance of all the provisions set forth in these Terms and Conditions.

Only Bitcoin, Ether, Waves and/or USD and EUR through use of the Waves platform will be accepted as payment for Quantocoin Tokens under the Offering. For the avoidance of doubt, should the Blockchain be forked after the date hereof, we reserve the right to determine the built-in Quantocoin Tokens of which branch resulting from that forking would be accepted.

You are required to send Bitcoin, Ether and/or Waves, as the case may be, within the Payment Window to the Bitcoin, Ethereum and/or Waves addresses, which shall be mentioned on this Website during the ICO period, in order to effect a valid payment.

Payment by you shall be deemed completed upon six (6) block confirmations on the relevant Bitcoin Blockchain, as the case may be, unless otherwise agreed between you and any relevant Offering intermediary. Any attempt by you to double spend Bitcoin in making a payment will not be recognized by us as a valid payment hereunder, nor shall it entitle you to claim any Quantocoin Tokens from the Offering.

Payment made by you for the Quantocoin Tokens are non-refundable, unless otherwise stated in these Terms and Conditions, provided that each Offering intermediary shall be entitled to separate refund payments to you if you have used such intermediary to participate in the Offering.

## 6. ADDRESSES FOR RECEIVING PAYMENTS

The addresses to receive Bitcoin, Ether and/or Waves payments for the Quantocoin Tokens(s) during the Offering will be available for each Participant as of the start of the Offering in the Account set up on this Website. You are required to make payment to such addresses as indicated on this Website.

The Bitcoin/Ethereum addresses mentioned above are the only valid addresses for receiving payments for the Quantocoin Tokens during the Offering. Sending to any other address will not be recognized by QTC as valid payment hereunder, nor will it entitle you to claim any Quantocoin Tokens paid for in this manner.

## 7. PAYMENT WINDOW

During the Offering, the window period to purchase and pay for the Quantocoin Tokens will be announced on the Website ([www.quantocoin.io](http://www.quantocoin.io)).

If and when QTC deems (using its sole discretion) that it has received sufficient payment for all of the Quantocoin Tokens acquired during the Offering, QTC will close the Payment Window and no payment for any further acquisition of Quantocoin Tokens will be accepted by QTC. Any payment that is received following the closure of the Payment Window will be refunded by us on an interest-free basis.

## 8. CUSTODY OF OFFERING PROCEEDS

Proceeds from the Offering received by QTC during the Payment Window will be under the custody of the respective Bitcoin, Ethereum or Waves Wallets (whereby out of three signatures will be required to execute any payment from such Wallets). The keys to that multi-signature Wallet will be controlled by a minimum of two QTC board members.

The majority of the proceeds will then be moved to and stored in QTC's offline cold Wallets for security concerns. At the end of the Offering, QTC reserves the right to transfer the Offering proceeds to any other Wallet(s) at its disposal, subject to its sole discretion.

## VIII. DELIVERY

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### 1. DELIVERY

Quantocoin Tokens sold within each Payment Window will be available for delivery for a period of 2 full calendar days after each Payment Window has closed.

Notwithstanding anything to the contrary in these Terms and Conditions, delivery of the Quantocoin Tokens to each Participant shall be conditioned upon the following:

- (i) the Offering has taken place;
- (ii) the official Wallet program for the Quantocoin Tokens has been released by or on behalf of QTC; and,
- (c) the Participant provides such information and takes such actions as requested QTC for claiming the purchased Quantocoin Tokens.

QTC will be under no obligation to deliver Quantocoin Tokens to Participants who do not meet the conditions (whether under these Terms and Conditions or under applicable law) required to qualify for participation in the Offering. QTC does hereby reserve the right to refuse such delivery in the event that a Participant is not able to demonstrate strict compliance with these conditions.

Each Participant will be responsible for keeping the Bitcoin, Ethereum or Waves Wallet (including their respective private keys) and Quantocoin Wallet intact and secure at all times. QTC shall not be held liable in the event that their Wallet has been hacked, stolen or lost, in which case delivery of the purchased Quantocoin Tokens could fail, become impossible or may be sent to an erroneous location.

### 2. NO REDEMPTION RIGHT

Except with respect to the right to convert into QTC coins as further set forth herein, the Quantocoin Tokens will not be deemed a security nor will they represent a legal or contractual right of any kind. Accordingly, neither QTC nor any other party shall be obligated to redeem or purchase any quantity of Quantocoin Tokens from a Participant at any time. The Quantocoin Tokens constitute a virtual measurement of transferable value to be used on the Blockchain, and are not intended to be redeemed, purchased or otherwise transacted for profit.

### 3. PRE-DELIVERY ASSIGNMENT

The Quantocoin Tokens that are purchased by a Participant shall only be claimed by that particular Participant. No Participant shall be entitled to assign or transfer, or attempt to assign or transfer, their right to any Quantocoin Tokens hereunder to any other person, irrespective of whether consideration has been provided to the transferring Participant. All such assignments are prohibited, and shall not, in any way, be deemed as binding upon QTC or any third party.

#### 4. POST-DELIVERY ATTENTION

Each Participant shall have the sole responsibility to attend to and take care of the Quantocoin Tokens received, and shall have sole responsibility to maintain the private key(s) to their compatible Wallet in a secure manner. QTC shall not be liable to any extent for loss or theft of the Quantocoin Token after the delivery to a Participant. Notwithstanding the forgoing, a Participant suffering loss or theft shall immediately report such incident to QTC via his contact details with this Website, so as to permit QTC to assist with the recovery of any lost or stolen Quantocoin Tokens (should QTC choose to do so using its sole discretion).

## IX. TERMINATION

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### 1. TERMINATION EVENTS

Notwithstanding anything to the contrary contained herein, QTC shall be entitled, using its sole discretion, to terminate the Offering if any of the following events occur:

- (i) For any reason whatsoever, QTC elects to abort the development and launch of the Offering prior to the Launch by making an announcement on this Website;
- (ii) For any reason whatsoever, QTC elects to terminate the Offering prior to the close of the Payment Window by making an announcement on this Website;
- (iii) QTC is required under applicable law to terminate the Offering before the Launch;
- (iv) The Offering is determined by QTC to be illegal under the applicable laws of any jurisdiction, or is otherwise prohibited, banned or forced to terminate under the orders of any relevant governmental body; or,
- (v) The development of the Offering is discontinued prior to the Launch as a result of any force majeure event (as such item is defined under applicable law) and cannot be resumed within three (3) months after the existence of such event.

### 2. ACTIONS UPON TERMINATION

Upon termination of the Offering, QTC shall, within a reasonable time, refund any proceeds arising out of the Offering to the respective Participants, provided that if QTC has previously converted the Bitcoin, Ether or Waves proceeds, in part or whole, into any Fiat Currency, then QTC shall only be obliged to use the resulting amount in Fiat Currency to purchase Bitcoin, Ether or Waves at the prevailing market price and then refund the so acquired Bitcoin, Ether or Waves to the respective Offering Intermediaries on a pro-rata basis. Other than as set forth within these Terms and Conditions, QTC shall be under no legal obligation

to indemnify or otherwise compensate any Participant for the termination of the Offering, and all sales of Quantocoin Tokens shall be deemed as final.

### 3. SURVIVAL

Notwithstanding the termination of the Offering:

- (i) the representations and warranties made by each Participant under these Terms and Conditions shall remain true, accurate, complete and non-misleading; and
- (ii) the risk factors as set forth in Chapter X, "Risk Factors", shall remain in full force and effect.

## X. RISK FACTORS

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QTC believes that there are numerous risks involved in the development, maintenance and running of the Quantocoin Ecosystem, many of which are beyond the control of QTC. Prior to investing in Quantocoin Tokens, prospective investors should carefully consider the risks associated with the business of QTC, the Quantocoin Tokens, cryptocurrency exchanges, together with the other information contained in these Terms and Conditions. The risk factor list, below, is not an exhaustive list, nor does it summarize or explain all the risks which investors may face when making an investment in the Quantocoin Tokens, and should be used for guidance only. Additional risks and uncertainties relating to the business of QTC and the Quantocoin Tokens that are not currently known to QTC, or that QTC currently deems immaterial, may individually or cumulatively also have a material adverse effect on the business, operations, results, financial condition or prospects of QTC.

Each Quantocoin Token Participant should pay particular attention to the fact that, although the Quantocoin Tokens are established on the Blockchain, the Quantocoin Platform lies in cyberspace in the absence of a physical presence (and, hence, do not fall within the full authority of any specific jurisdiction). Participating in the Offering should be based upon a well-informed decision, and any decision to proceed with the Offering will be deemed by QTC as evidence of a Participant's knowledge and acceptance of the risks associated with the acquisition of the Quantocoin Tokens and use of the Quantocoin Ecosystem, including, without limitation, some of those set forth as follows:

### 1. TERMINATION OF THE OFFERING

The Offering may be terminated pursuant to Chapter IX, "Termination", in which case the Participant may be refunded the total payment. In addition, QTC reserves the right to charge up to 20% of the refundable amount in administration fees out of each Participant's payment, taking as well into account the expenses incurred by QTC and the price volatility of the use of either of Bitcoin, Ether and Waves to acquire the Quantocoin Tokens .

### 2. INSUFFICIENT AVAILABILITY OF INFORMATION

The Quantocoin Tokens are at a stage of "pre-release" and "alpha-testing" development as of the date of these Terms and Conditions. Accordingly, the philosophy, architecture, code and other technical specifications and parameters of the Quantocoin Tokens are subject to

significant and frequent update and modification without notice to the Participant. While the White Paper contains the then current key information related to the Quantocoin Token Offering, such document is not necessarily complete and is subject to updates and adjustments, from time to time. QTC is not in a position, nor is it obliged, to keep Participants closely informed on every detail related to the development of the Quantocoin Tokens or other aspects of the Offering (including its progress and expected milestones, no matter whether rescheduled or not) and therefore will not necessarily provide a Participant with timely and full access to all the information relating to the Quantocoin Tokens and the Offering. The Participant does hereby agree that the insufficiency of information disclosure is inevitable and reasonable.

### 3. REGULATORY MATTERS

The regulation of Quantocoin Tokens and the Offering is undeveloped and is likely to evolve rapidly with potentially adverse consequences. In addition, developments in relevant legal regulations may alter the nature of QTC business or restrict the use of Blockchain assets or the operation of a Blockchain network upon which QTC relies or will rely.

The effect of any future legal or regulatory change is impossible to predict, but such laws, regulations or directives may directly and negatively impact the business of QTC.

Quantocoin may receive queries, notices, warnings, requests or rulings from one or more regulatory authority from time to time, or may be ordered to suspend or discontinue any action in connection with the Offering, the development of the Quantocoin Tokens, or any other aspect of the Offering. The development, marketing or promotion of the Quantocoin Tokens, or any other aspect of the Offering, may be seriously affected, hindered or terminated as a result. Since regulatory policies could change from time to time, existing regulatory permission or tolerance of the Offering in any jurisdiction may change. The Quantocoin Tokens may be defined from time to time as virtual commodities, digital assets, securities or currency in various jurisdictions, and could therefore be prohibited from being traded or held in certain jurisdictions pursuant to local regulatory requirements.

### 4. CRYPTOGRAPHY

Cryptography is evolving, and QTC cannot guarantee absolute security at all times. Advances in cryptography, such as code cracking, or technical advances, such as the development of quantum computers, could present risks to all cryptography-based systems, including the Quantocoin Platform upon which the Blockchain making up the Quantocoin Tokens is based. This may result in the theft, loss, disappearance, destruction or devaluation of the Quantocoin Tokens held by a Participant. To a reasonable extent, QTC expects to be prepared to take proactive or remedial steps to update the protocol underlying the Quantocoin Platform in response to any advances in cryptography, and to incorporate additional reasonable security measures where appropriate. The future of cryptography or security innovations is unpredictable. While QTC will try its best to accommodate the continuing changes in cryptography and related security issues, QTC makes no representations or warranties in this regard.

### 5. PURCHASER SKILLS

Participants may not have the skills necessary to secure, trade or collect Quantocoin Tokens, or to comply with the requirements of the Offering. Participating in the Offering requires technical skill beyond that of many investors. Securing, trading or collecting Quantocoin Tokens requires a working knowledge of Blockchain technology, Blockchain assets and their attendant systems and processes. Similar knowledge of Blockchain asset exchanges and other industry participants may be required to comply with the requirements of the Offering.

#### 6. LOSS OR DESTRUCTION OF THE PRIVATE KEY

The loss or destruction of a private key required to access Blockchain assets may be irreversible. Loss of access to private keys – or any other data loss concerning QTC's Blockchain assets – could have a material adverse effect on the business of QTC or the Quantocoin Tokens.

Blockchain assets include, without limitation, Bitcoin, Ether and other cryptographic coins or tokens, including the Quantocoin Tokens. Blockchain assets are controllable solely by those who know the unique private cryptographic key relating to the network address where the Blockchain assets are held. QTC and holders of the Quantocoin Tokens are required by the operation of many Blockchain networks to publish the addresses concerning Blockchain assets in use by them. To the extent a private key is lost, destroyed or otherwise compromised, and no backup of the private key is accessible, QTC and holders of the Quantocoin Tokens may not be able to access the Blockchain asset associated with the corresponding address. In this case, the private key will not be capable of being restored by the network. Any loss of a private key relating to digital Wallets used to store Blockchain assets could have a material adverse effect on the business of QTC or individual holders of Quantocoin Tokens.

#### 7. NETWORK DISRUPTION

A disruption of the Internet or the Bitcoin, Ethereum or Waves networks could impair the value and the ability to transfer BTC, ETH or Waves respectively.

A significant disruption in Internet connectivity could disrupt the operations of the Bitcoin, Ethereum or Waves networks until the disruption is resolved, which may have an adverse effect on the value of the Quantocoin Tokens. In addition, cryptocurrency networks have been subjected to a number of "denial-of-service" attacks, which have led to temporary delays in transactions. It is possible that such an attack could adversely affect QTC's business and the value of the Quantocoin Tokens.

#### 8. ACCEPTANCE OF BLOCKCHAIN NETWORKS

The further development and acceptance of Blockchain networks, which are part of a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of Blockchain networks upon which QTC relies could have an adverse material effect on the business of QTC.

The growth of the Blockchain industry, in general, as well as the Blockchain networks on which QTC would rely, is subject to a high degree of uncertainty. The factors affecting the

further development of the cryptocurrency industry, as well as Blockchain networks, include, without limitation:

- (i) the worldwide growth in the adoption and use of Bitcoin, Ether, Waves and other Blockchain technologies;
- (ii) Government and quasi-government regulation of Bitcoin, Ether, Waves and other Blockchain assets and their use, or restrictions on or regulation of access to and operation of Blockchain, Ethereum or Waves networks or similar systems;
- (iii) The maintenance and development of the open-source software protocol of the Bitcoin, Ethereum or Waves networks;
- (iv) The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets (including new means of using Fiat Currencies or existing networks);
- (v) A decline in the popularity or acceptance of the Bitcoin, Ethereum or Waves networks that would adversely affect QTC's business.
- (vi) The price of Blockchain-related assets are extremely volatile. Fluctuations in the price of Bitcoin, Ether or Waves could materially and adversely affect the business of QTC. The price of Blockchain assets are significant uncertainties for QTC. Additionally, there are several factors which may affect the price of cryptocurrencies, including, but not limited to:
  - a. Changes in the software requirements or hardware requirements underlying a Blockchain network;
  - b. Fiat Currency withdrawal and deposit policies of Blockchain asset exchanges, and available liquidity on such exchanges; and
  - c. The maintenance and development of the open-source software protocol of the Bitcoin, Ethereum or Waves networks.

## 9. OTHER RISKS ASSOCIATED WITH BLOCKCHAIN NETWORKS

The suitability of the Blockchain networks on which QTC will rely could decline due to a variety of causes, thereby adversely affecting the business or the functionality of the Quantocoin Tokens.

Blockchain networks are based on software protocols that govern the peer-to-peer interactions between computers connected to these networks. The suitability of the networks for the business of QTC or the functionality of Quantocoin Tokens depends upon a variety of factors, including, without limitation:

- (i) The effectiveness of the informal groups of (often uncompensated) developers contributing to the protocols that underlie the networks;
- (ii) The effectiveness of the network validators (sometimes called "miners") and the network's consensus mechanisms to effectively secure the networks against confirmation of invalid transactions;
- (iii) Disputes among the developers or validators of the networks;

- (iv) Changes in the consensus or validation schemes that underlie the networks, including, without limitation, shifts between so-called “proof-of-work” and “proof-of-stake” schemes;
- (v) The failure of cybersecurity controls or security breaches of the networks;
- (vi) The existence of other competing and operational versions of the networks, including without limitation, so-called “forked” networks;
- (vii) The existence of undiscovered technical flaws in the networks; or
- (viii) The development of new or existing hardware or software tools or mechanisms that could negatively impact the functionality of the systems.

The popularity of the Offering will be accompanied by a surge of transaction numbers and demand of processing power. If the demand for processing power outgrows how much the Blockchain nodes can provide, the network of the Quantocoin could be destabilized and/or stagnated, and fraudulent or false transactions, such as “double-spending”, could take place. In the worst-case scenario, the Quantocoin Tokens held by the Participants may be lost, rolled back or the “hard-fork” of the Blockchain of the Quantocoin Tokens may be triggered. All these aftermaths would do harm to the usability, stability and security of the Offering and the value of Quantocoin Tokens.

#### 10. THEFT OF OFFERING PROCEEDS

There may be attempts to steal the proceeds of the Offering received by QTC (including the Fiat Currency amount converted therefrom). Such theft or attempted theft may impact the ability of QTC to fund the development of the Quantocoin Ecosystem. While QTC will adopt cutting-edge technical solutions to keep the Offering proceeds safe, certain cyber thefts are hard to prevent.

#### 11. FLAWS IN SOURCE CODE

The source code of the Quantocoin Token cannot be deemed to be free of flaws and defects. It may contain certain flaws, errors, defects and bugs, which may disable some functionality to the Offering, or otherwise. Such flaws, if any, would compromise the usability, stability and/or security of the Quantocoin Ecosystem and consequently bring an adverse impact on the value of the Quantocoin Tokens.

#### 12. UPDATE OF SOURCE CODE

The open source code portion of the Quantocoin Platform is open and could be updated, amended, altered or modified from time to time by any member of the community of the Quantocoin Platform. No one is able to foresee or guarantee the precise result of an update, amendment, alteration or modification of such Quantocoin Platform. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the operation of the Quantocoin Platform or the value of the Quantocoin Tokens.

#### 13. “DISTRIBUTED DENIAL OF SERVICE” ATTACK

The Blockchain of the Quantocoin Tokens is designed to be partly public and non-permissioned, and, therefore, may suffer cyber-attacks of “distributed denial-of-service” from time to time. Such attacks will adversely affect, stagnate or paralyze the Quantocoin Ecosystem and, accordingly, delay or temporarily block the recording or inclusion of the Quantocoin Token transactions on the blocks of the Quantocoin Blockchain.

#### 14. UNAUTHORIZED CLAIM DURING OFFERING

Any person who gains access to the Participant’s registered email or registered Account by deciphering or cracking the Participant’s password will be able to misappropriate the purchased Quantocoin Tokens acquired from the Offering.

As such, the relevant purchased Quantocoin Tokens may be misdirected to a person claiming to be the Participant and holding access to the Participant’s registered email or Account. The delivery of Quantocoin Tokens is not revocable or reversible. Each Participant shall take care to maintain the confidentiality and security of their registered email and Account by taking such actions as: (i) using a highly secure password; (ii) refraining from opening or responding to any “scam”- or “spam”-type emails; and (iii) keeping all the secrets strictly confidential in a secure location.

#### 15. PRIVATE KEY OF QUANTOCOIN WALLET

The loss or destruction of a private key required to access the Quantocoin Tokens may be irreversible. Quantocoin Tokens are controllable only by possessing both the relevant unique public and private keys through the local or online mobile Wallet. Each Participant is required to safeguard the private keys contained in their own Wallet. If such private key of a Participant is lost, missing, divulged, destroyed or otherwise compromised, neither QTC nor anyone else will be able to help the Participant access or retrieve the related Quantocoin Tokens.

#### 16. POPULARITY

The value of the Quantocoin Tokens hinges heavily on the popularity of the Quantocoin Platform. The Quantocoin Tokens are not expected to be popular, prevalent or widely used soon after the Launch. A significant portion of demand for Quantocoin Tokens may be of a speculative nature. Some factors may result in the increasing volatility of the market price of Quantocoin Tokens and may consequently compromise the long-term development of the Quantocoin Ecosystem. QTC will not (nor has the responsibility to) stabilize or otherwise influence the market price, if any, of the Quantocoin Tokens.

#### 17. LIQUIDITY

Quantocoin Tokens do not represent a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit. QTC disclaims any liability with respect to the circulation and trading of Quantocoin Tokens on the market. The trading of Quantocoin Tokens merely depends on the consensus with respect to their value between the relevant market participants. No

one is obliged to redeem or purchase any Quantocoin Tokens from any Participant. Nor can QTC or anyone else guarantee the liquidity or market price of Quantocoin Tokens to any extent at any time. To divest their Quantocoin Token portfolio, a holder of Quantocoin Tokens would have to identify one or more willing buyers to purchase the same at a mutually agreed price, which could be costly and time-consuming and may not necessarily lead to a successful outcome.

Furthermore, with the exception of the Quantocoin Exchange, the existence of a cryptocurrency exchange or other marketplace for the trading of Quantocoin Tokens is not guaranteed.

#### 18. PRICE VOLATILITY

Cryptographic Quantocoin Tokens, if traded on public markets, usually have extremely volatile prices. Fluctuations in price over short periods of time frequently occur, which price may be denominated in Bitcoin, Ether or in a Fiat Currency. Such fluctuations could result from market forces (including speculation), regulatory changes, technical innovations, availability of exchanges and other objective factors, and may represent changes in the balance of supply and demand. QTC is not responsible for any secondary market trading of Quantocoin Tokens, irrespective of the existence of such markets for Quantocoin Tokens. Therefore, QTC is under no obligation to influence or otherwise settle the price volatility of Quantocoin Tokens. The risks associated with the market price of Quantocoin Tokens must be assumed by those trading therein.

#### 19. THIRD-PARTY WEBSITE AND SERVICES

The pages of this Website may contain links to third-party website and services. Such links are provided for your convenience. However, their existence within this Website should under no circumstance be viewed as QTC's endorsement of any content accessible through such links. In addition, we do not guarantee the security of such links, or whether the content contained therewith will be fit for any particular use for any Participant. Accordingly, QTC is not responsible for maintaining any materials referenced from another site and makes no warranties with respect thereto.

QTC assumes no liability in the event of damage or loss to hardware, software, personal data or the like, arising directly or indirectly from the use of any content, goods or services available on or through any such third-party website and resources.

#### 20. GOVERNANCE ATTACKS AND FAILURE

Each Participant understands and accepts that QTC uses a built-in decentralized governance system. It is possible that the governance system would adopt proposals that could have an adverse effect on the performance of the Quantocoin Ecosystem and/or the value of Quantocoin Tokens. In the event that the governance system is attacked or becomes controlled, either directly or indirectly by a party exercising poor judgment, the market price of the Quantocoin Tokens may be adversely affected.

## XI. MISCELLANEOUS

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### 1. NO REPRESENTATION OR WARRANTY

QTC does hereby disclaim any representation or warranty with respect to the Offering or the Quantocoin Tokens (such as merchantability or fitness for a particular purpose), except those expressly specified herein. Each Participant's decision to participate in the Offering and purchase any Quantocoin Tokens shall be made based upon their own knowledge of the Offering and Quantocoin Tokens, and the information disclosed herein or in the White Paper. Without prejudice to the generality of the foregoing, each Participant will, upon the Launch and availability of the Wallet, accept the purchased Quantocoin Tokens on an "as is" basis, irrespective of the technical specifications, parameters, performance or function thereof.

Participants do hereby agree that, to the maximum extent permitted under applicable law, QTC does not accept any liability for any damage or loss, including loss of business, revenue or profits or loss of or damage to, data, equipment or software (whether such liability is in the form of direct, indirect, punitive, actual, consequential, incidental, special, exemplary damages or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content hereon, from the purchase of the Quantocoin Tokens or their use by the Participant, regardless of the basis upon which the liability is claimed and even if QTC has been advised of the possibility of such loss or damage.

Participants understand and agree that QTC shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change in the market price of the Quantocoin Tokens. QTC shall not provide the Participant a refund for any purchased Quantocoin Tokens. Participants understand and expressly agree that QTC shall not guarantee in any way that the Quantocoin Tokens might be sold or transferred during or after the Offering.

In no way shall QTC be deemed a partner, employer or agent of any Participant, nor shall QTC be deemed to be providing any financial services to the Participant.

Notwithstanding the foregoing, the total amount of QTC's aggregate liability hereunder may not exceed USD 100.00 (one hundred US Dollars). If applicable law does not permit all or any part of the above limitation of liability, the limitations will apply to a Participant only to the extent permitted under applicable law. Each Participant understands and agrees that he is solely responsible to ensure compliance with any legislation relevant to his country of domicile as far as it relates to the use of this Website, as well as the purchase, maintenance and disposition of the Quantocoin Tokens. Each Participant also consents to QTC's disclaimer against liability for any illegal or unauthorized use of this Website and purchase of the Quantocoin Tokens, and agrees, further, to be solely liable for any applicable taxes imposed on the sale and ownership of any Quantocoin Tokens purchased hereunder.

This Website and the Quantocoin Tokens are provided to the Participant on an "as is" basis and without any warranties, whether express or implied, of any kind. Accordingly, the

Participant agrees to assume all responsibility and risk related to the use of this Website and his purchase and use of any Quantocoin Tokens.

QTC does not warrant or represent that any information on this Website is accurate or reliable, or that this Website shall be free of errors or viruses, that defects will be corrected or that the service or the server that makes this Website available shall be free of viruses or other harmful components. QTC, further, disclaims any liability for interruptions to the availability of this Website at any given time.

## 2. NO LIABILITY

QTC does hereby expressly disclaim all liability towards the Participant or to any other person, with respect to:

(i) the actions or omissions of the Participant vis-à-vis the Offering in violation of any anti-money laundering, counter-terrorism financing or other regulatory requirements that are imposed in any jurisdiction;

(ii) the actions or omissions of the Participant vis-à-vis the Offering in violation of any representation, warranty, obligation, covenant or other provision under these Terms and Conditions;

(iii) the resulting failure or inability of any Participant to retrieve his payment or claim any purchased Quantocoin Tokens;

(iv) early termination of the Offering for any reason;

(v) suspension, interruption or cancellation of the development of the Quantocoin Ecosystem and the resulting failure to deliver the purchased Quantocoin Tokens to the Participants;

(vi) delay or rescheduling of the development of the Quantocoin Ecosystem and the resulting failure to meet any anticipated milestones;

(vii) any error, bug, flaw, defect or deficiency in or with the source code of the Quantocoin Ecosystem;

(viii) any malfunction, breakdown, collapse, rollback or "hard-forking" of the Blockchain related to the Quantocoin Tokens after the Launch;

(ix) failure of the Quantocoin Ecosystem or Quantocoin Tokens to meet any specific purpose, or fitness for any specific use;

(x) utilization of the proceeds raised through the Offering;

(xi) failure to timely and completely disclose any information relating to the development of the Quantocoin Ecosystem;

(xii) any Participant's disclosure, loss or destruction of the private key of their Wallet (as downloaded and used by that Participant);

(xiii) trading or speculation of the Quantocoin Tokens by any person;

(xiv) listing or delisting of Quantocoin Tokens on or from any crypto-currency exchange, except the Quantocoin Exchange (unless such delisting on the Quantocoin Exchange is as a result of an order by a government, quasi-government, authority or public body);

(xv) the classification of the Quantocoin Tokens by any government, quasi-government, authority or public body as a form of currency, securities, commercial paper, negotiable instrument, investment or in any other manner that may be banned, regulated or subject to certain legal restrictions; or

(xvi) any risk factors (whether disclosed in these Terms and Conditions or otherwise) and any damage, loss, claim, liability, punishment, cost or another adverse impact that is caused by, associated with, incidental to or consequential to such risk factors.

### 3. TAX

Each Participant shall declare, bear and pay all taxes, duties, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of, or in connection with, the receipt, holding, use, purchase, appreciation, trading or divestment of the Quantocoin Tokens (no matter whether purchased incidental to the Offering or otherwise). Furthermore, each Participant shall be solely liable for all penalties, claims, fines, punishments, liabilities or otherwise arising from any non-payment, underpayment, undue payment or belated payment of any such applicable tax. QTC specifically disclaims any representation with respect to the tax implications of any Participant's participation in the Offering.

### 4. NO WAIVER

The failure of QTC to require or enforce strict compliance by the Participant with any provision herein, or QTC's failure to exercise any rights hereof, shall not be construed as a waiver or relinquishment of QTC's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by QTC of any provision, condition or requirement, whether set forth in these Terms and Conditions or otherwise, shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

### 5. SEVERABILITY

If any portion of these Terms and Conditions is held illegal or invalid, whether in whole or in part, under the laws of any jurisdiction, such illegality or invalidity shall not affect the legality or validity of the rest of these Terms and Conditions in that jurisdiction, or the legality or validity of these Terms and Conditions in any other jurisdiction.

### 6. TITLES AND SUBTITLES

The titles and subtitles used in these Terms and Conditions are used for convenient reference only and shall not be considered in construing or interpreting these Terms and Conditions.

### 7. INDEMNIFICATION

To the extent permissible under applicable law, the Participant shall indemnify, defend and hold QTC or any of our subsidiaries, affiliates, directors, officers, employees, agents, successors and permitted assignees, harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses and/or liabilities (including, but not limited to, reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed or incurred by any third party against QTC arising out of a breach by the Participant of any warranty, representation or obligation hereunder.

## 8. INTELLECTUAL PROPERTY RIGHTS

QTC has valid, unrestricted and exclusive worldwide rights to use the patents, trademarks, trade names, copyrights, know-how, technology and other intellectual property necessary to conduct the sale of Quantocoin Tokens and QTC's activities, generally.

In no way shall these Terms and Conditions entitle the Participant to own or use any intellectual property over any aspect of the Quantocoin Ecosystem. All content contained in this Website is owned by QTC and is protected by laws relating to fair competition and the preservation of intellectual property, generally.

There are no implied licenses under these Terms and Conditions, and any rights not expressly granted to a Participant hereunder are reserved by QTC.

## 9. JURISDICTION; DISPUTE RESOLUTION

The Offering is taking place on a worldwide basis, and is not linked to any specific jurisdiction. Participants may be from any jurisdiction in the world. Unless otherwise prohibited under applicable conflicts of laws principals, all disputes concerning the construction, validity, enforcement and interpretation of these Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.

Any dispute, controversy or claim between the Parties arising out of these Terms and Conditions, or relating hereto, or a breach hereof, shall first be subject to negotiation in good faith for a period of not less than 60 (sixty) days, following written notification of such controversy or claim to the other Party.

In the event that an amicable settlement of the dispute is not possible, then the Parties shall irrevocably and unconditionally submit the dispute to the exclusive jurisdiction of the Dubai International Financial Centre – London Court of International Arbitration, under the procedures and rules adopted thereby. The arbitration shall be governed by the laws of England and Wales. The number of arbitrators shall be three (3), the language of the arbitration shall be English and the place of arbitration shall be Dubai International Financial Centre, United Arab Emirates.