

## QUANTOCOIN – TERMS AND CONDITIONS

### I. INTRODUCTION

Welcome to the world of Quantocoin!

Quantocoin Tokens are a new series of Ethereum-based smart contract (currently on the Binance Smart Chain) digital cryptographic tokens offered by the Company in our Offering and our various Cryptocurrency Exchange partners. Subscriptions for and acquisition of the Quantocoin Tokens may be paid for in Bitcoin (BTC) or Ether (ETH) and Waves (WAVES) or any FIAT currency or on exceptional basis other assets. Quantocoin Tokens are held by QTC (INTERNATIONAL) LIMITED (the Company). The Company is a private limited company registered under the laws of Gibraltar, currently holding in trust and administering the Quantocoin Tokens for QuantoPay LTD (former Banque Duval & CIE LTD), a company duly registered with the Companies House of the United Kingdom under the laws of England and Wales. Upon approval of regulators and VISA the Quantocoin Tokens will be re-integrated into the QuantoPay LTD. The Company is using the proceeds of the Offering for the development of the Quantocoin blockchain project in accordance with its development 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 the Quantocoin website, which is intended to provide you with access or access information to the various platforms and about the overall QuantoPay project, which you eventually find information on the specific webpage [www.quantopay.com](http://www.quantopay.com). The Terms and Conditions provide the informative basis by which you will acquire, manage and dispose of your Quantocoin Tokens under the terms of the respective offerings or acquisition options by the various exchanges, as well as other relevant information that is generally considered to be of interest to someone looking to acquire them.

The Terms and Conditions always apply, unless specific exchanges terms and conditions superseding, which is deemed to be the case as soon as Participant is using their services for Quantocoin Token acquisition and as long as the rights of the Company remain protected.

The Terms and Conditions would always form a part of the agreement to obtain or acquire Quantocoin Tokens by the Participant, no matter whether the

same has confirmed having seen them or accepted them explicitly. It is confirmed by the Participant by the simple fact of obtaining or acquiring Quantocoin Tokens that he has first reviewed the Quantocoin project webpage and the therein containing terms and conditions and same applies to any exchanges terms and conditions. If not explicitly accepted, which is required from time to time either on the Quantocoin webpage or the exchanges, it is at least implicitly understood that any participant had access to the Terms and Conditions and if he/she has not or is not in acceptance with each and all of its terms, Participant is not entitled to obtain Quantocoin Tokens.

Please use the information contained under these Terms and Conditions solely for the purpose of evaluating your acquisition of Quantocoin Tokens. They are designed to be binding upon you as of the moment you access this various websites, exchanges you may obtain Quantocoin Tokens or latest as soon as you acquire the same.

If you do not wish to be bound 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 the obtained Quantocoin Tokens and (iii) dispose of any of your Quantocoin Tokens.

## II. DEFINITIONS

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.

(i) **"Account"** – means a Participant's account on this Website or various exchanges websites that is created and used to hold Quantocoin Tokens. A Participant is given access to an Account upon successful registration via this Website or other platforms, including the provision by the Account holder/Participant of all the required information;

(ii) **"Blockchain"** – means a type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks;

(iii) **"China"** – means the People's Republic of China;

(iv) **"Company"** -- means QTC (INTERNATIONAL) LIMITED., a company registered and existing under the laws of Gibraltar, and the owner and administrator of this Website (along with its shareholders, directors, officers,

employees, agents, consultants and authorized representatives). The Company may also be referred to as “we”, “us” or its linguistic derivatives;

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

(vi) “**Ether**” – is the name of the cryptocurrency used within the Ethereum Platform;

(vii) “**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;

(viii) “**Japan**” means the State of Japan;

(ix) “**Launch**” – means the initial launch of the Platform and the generation of the genesis block thereof;

(x) “**Listing**” – means the placement of Quantocoin tokens on exchanges, irrespective of their global tradability, as the tradeable asset function has already been secured since its Launch on the Waves platform;

(xi) “**Main Sale**” – means the Main Sale of Quantocoin Tokens under the Offering in accordance with these Terms and Conditions.

(xii) “**Offering**” – means the restricted sale of Quantocoin Tokens to Participants via an electronic Platform accessed through this Website or various exchanges, and subject to these Terms and Conditions or the terms and conditions of the exchanges;

(xiii) “**Offering Period**” – means the period as announced by the Company on this Website or the exchanges on their websites during which time the Offering for the sale and acquisition of Quantocoin Tokens to Participants shall take place;

(xiv) “**Participant**” - means the individual accessing this Website through his Account or other websites or applications or tools provided by third parties or

exchanges for acquiring Quantocoin Tokens. A Participant may also be referred to as "you" and its linguistic derivatives;

(xv) "**Party**" refers to either you or us (or us both, as the context requires);

(xvi) "**Payment Window**" - the dedicated window within this Website or third party or exchanges webpages or apps open during the Offering Period for the Participants to purchase and pay for the Quantocoin Tokens;

(xvii) "**Platform**" - a bespoke digital and blockchain based fintech solution developed by the Company and the QuantoPay group of companies, 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 and/or their QuantoPay bank accounts after integration of the Quantocoin & Blockchain solution;

(xviii) "**Pre-Sale**" - means the pre-sale of Quantocoin Tokens under the Offering in accordance with these Terms and Conditions.

(xix) "**Quantocoin**" - means a convertible cryptographic derivative Blockchain-based software ledger data entry issued on the basis of the Ethereum Smart contract that may be redeemed on a specific exchange rate against a Quantocoin Token after the completion of the Offering or the various Listings, subject to the terms of 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 the Company's sole discretion or the description of various exchanges which offer Quantocoins to the terms of their own.

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

(xxi) "**Quantocoin Exchange**" - means a self developed exchange through which the Participants may trade and swap Quantocoin Tokens.

(xxii) "**Quantocoin Tokens**" - means a cryptographic token (made up of Blockchain-based software ledger data entries) recognized as the Pre-Sale Offering vehicle of cryptographic Quantocoins, which are created and

distributed by the Company as a proof of right to exchange the Quantocoin Tokens into QTC Coins with a specific exchange;

(xxiii) "**Securities Act**" -- means the United States Securities Act of 1933, as amended;

(xxiv) "**Term and Conditions**" – the provisions of these Terms and Conditions making up the latest and valid version of the requirements for acquiring Quantocoin Tokens or eventually Quantocoins, and all other operating rules, policies, agreements, regulations, disclosures and procedures that may be issued by the Company and published from time to time on this Website (including the privacy policy, cookie policy, and the like) **and is superseding any other prior terms, be they part of other prior or in parallel signed private or corporate agreements, unless such private agreements have been signed after the acquisition of Quantocoin Tokens and Company has explicitly agreed that the contractual terms shall supersede the ones of the Terms and Conditions;**

(xxv) "**U.K.**" – means the United Kingdom of Great Britain and Northern Ireland;

(xxvi) "**U.S.**" – means the United States of America;

(xxvii) "**USD**" – means United States Dollars;

(xxviii) "**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; or (iii) any part of the U.S. government;

(xxix) "**Wallet**" – means that certain location within each Participant's Account holding the Quantocoin Tokens;

(xxx) "**Website**" – means that certain site owned and maintained by the Company that contains information about the entire Quantocoin Ecosystem (including, amongst other things, the terms of the Offering and other acquisition options, these Terms and Conditions, the White Paper, information regarding the Platform, as well as the procedures outlining the acquisition, use and disposition of the Quantocoin Tokens) which may be found under the following domain name: [www.quantocoin.io](http://www.quantocoin.io);

(xxxii) "**Website Owner**" - means the duly registered and authorized owner of the intellectual property rights of the project; and,

(xxxiii) "**White Paper**" - is an informational document issued by the Company to promote or highlight, amongst other things, the features of the Offering and acquisition of Quantocoin Tokens, to be used as a marketing tool before and after the Offering and not as a Participant manual, investment prospectus or other technical document developed to provide support to the Participant with respect to the Offering or his decision to acquire Quantocoin Tokens.

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

These Terms and Conditions are not to be viewed as an investor prospectus and do not purport to contain all of the information that a Participant may require to form a contribution decision.

Any representation or information not specifically set out in these Terms and Conditions must not be implied as having been authorized by the Company, or any of its partners, members, officers, employees, managers, affiliates or agents or exchanges. The contents of these Terms and Conditions are not to be construed as a recommendation or advice to any prospective Participant in the Offering or acquisition (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 of any cryptocurrencies 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. Non-Chinese persons acquiring 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 the Financial Instruments and Exchange Act.

The Offering for Quantocoin Tokens has not been approved under the terms and procedures of the U.K. Financial Services and Markets Act of 2000, as amended. This document does not constitute a prospectus for the purposes of 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 the U.K. Financial Conduct Authority, or any other competent authority.

The Offering or Quantocoin acquisition options have not been, and will not be, registered under the Securities Act nor under any other law or regulation governing the offering, sale or exchange of securities in the U.S. or in any other jurisdiction. The Company will not be required, nor does it currently intend, to offer to exchange the Quantocoin Tokens for any securities registered under the Securities Act or any other law, or to register the Quantocoin Tokens for resale under the Securities Act or any other law.

The Offering or Quantocoin acquisition options have not being made in the U.S., nor is it being marketed to U.S. Persons, and any purchase by such persons of any Quantocoin Tokens under this Offering shall be deemed as null and void. Non-U.S. persons acquiring Quantocoin Tokens outside of the U.S. will be required to undertake and confirm that they will not resell their Quantocoin Tokens to U.S. Persons.

The distribution of Quantocoin Tokens 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 acquisition through 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 or other acquisition of Quantocoin Tokens.

The information contained in these Terms and Conditions is current only as of the publication date. For any time after the 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 the Company after the date of these Terms and Conditions. Except as may be required under applicable law or regulations, the Company 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 participating in any Offering or acquisition of Quantocoin Tokens, 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 it is always deemed that you had been given sufficient ability to have access and read the same, even if you did not explicitly countersigned or ticked your consent, as the case may be. If you do not agree with these Terms and Conditions, you will be prohibited from using this Website or otherwise acquiring any Quantocoin Token.

### III. FORWARD LOOKING STATEMENTS

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 the Company 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 the Company 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 the Company's beliefs, plans, objectives, goals, expectations, anticipations and intentions with respect to the financial condition, results of operations, future performance and business of the Company. 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 acquisition of Quantocoin Tokens. Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, the Company cannot guarantee future results, level of activity, performance or achievements. Many factors discussed in these Terms and Conditions, some of which are beyond the Company's control, will be important in determining the future performance of the Company. 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 the Company 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. The Company 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 the Company's or QuantoPay Group of Companies' business focus, targets and size of expected transactions, specific or general strategies and similar statements are not limitations, and the Company reserves the right to participate in businesses that are outside of the parameters and terms described herein.

#### IV. MILESTONES

The precise times and dates of certain milestones of the Quantocoin project will be announced time by time on this Website or other social media or via newsletters of the Company. However, such time and dates are subject to change and at the absolute discretion of the Company.

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 Platform or social media.

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

#### V. GENERAL TERMS

- (i) The provisions of these Terms and Conditions constitute a legally binding Agreement between you and the Company, 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).
- (ii) By accessing the Quantocoin Website or participating in any Offering or acquisition offers through third parties, you accept these Terms and Conditions in full and agree to be bound hereby and to comply herewith, irrespective whether or not you had been made aware or had to confirm them directly. You are expected to review these Terms and Conditions each time you access the Quantocoin Website, which is considered the

natural first source of information about the Quantocoin project as part of the overall QuantoPay Digital & Blockchain Bank of the Future Project. Without obligation to do so, Company is regularly referring to the Terms and Conditions for review of Participants.

- (iii) These Terms and Conditions are effective so long as you are accessing this Website and are holding 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.
- (iv) You do hereby acknowledge and accept that these Terms and Conditions are subject to updates, amendment, modification or further completion at the Company's sole discretion, at any time and without prior written notice to you. The Company may so amend these Terms and Conditions by updating the same within this Website, and your continued use of this Website, participation in Offerings or acquisitions or holding of Quantocoin Tokens thereafter shall constitute your acceptance of all of such updates, amendments, modifications or further completion.
- (v) The Company 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.
- (vi) 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). You agree that if so requested by the Company or KYC/AML service providers used by the Company or third parties in line with applicable laws and regulations, you are providing on first request all documentation supporting the integrity of your source of funds, that you had been legally entitled to make use of the funds and or acquire Quantocoin Tokens. You agree that the Company or third party, e.g. exchanges, may refuse to distribute Quantocoin Tokens and/or may ask for full refund of Quantocoin Tokens in case you fail to provide respective information or documentation to the satisfaction of applicable regulations. The Company reserves the right to hold assets if so requested by law enforcement authorities or if sufficient evidence has been provided that funds have been the result or source of money laundering activities or other illegal activities. Respective funds would be

kept either on the Company or third party escrow/trust accounts against applicable fees and released only on instruction of respective authorities.

## VI. SALES AND PURCHASE

### 1. PARTICIPATION & KYC/AML Due Diligence

- (i) Participation in the various Offerings of Quantocoin Tokens or their acquisition is voluntary. You will not be obliged to participate in the Offerings or purchase Quantocoin Tokens merely as a result of: (i) accessing this Website or third party purchasing platforms, (ii) registering an Account with this Website or third party platforms, or (iii) requesting or reading any materials (such as these Terms and Conditions or the White Paper) made available by the Company or third parties or communicating with the Company in any manner.
- (ii) Should you choose to participate in the Offering, you will be deemed as having: (i) reviewed and comprehended these Terms and Conditions and the Quantocoin White Paper in full (including, without limitation, the risk factors set forth below); and, (ii) voluntarily accepted all the warranties and disclaimers made herein and the risks disclosed hereunder.
- (iii) In order to hold Quantocoin Tokens on the terms provided herein, you will have to register an Account/Wallet either with Company or third party providers (exchanges) and not otherwise be disqualified under these Terms and Conditions. Quantocoin Tokens subscribed by you under the Offerings will be delivered to you by the Company to your Account only in case there is a direct agreement with the Company. Whenever you register an account or open a wallet through third parties, the Company is not obliged to deliver any Quantocoin Tokens to you directly under any circumstances.
- (iv) In line with Section V, above, the Company 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 Quantocoin Token acquisition (as set forth in Section VII, below). If the Company conducts a "know-your-

customer" or other due diligence verification in respect of any matter relating to you as a Participant to an Offering or acquisition of Quantocoin Tokens, 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 or acquisition and even if obtained through third parties the Company reserves the right, in accordance with applicable laws and obligations, to request Quantocoin Tokens be returned, so to avoid that the Quantocoin and QuantoPay project may be abused or harmed by illegal activities of its Participants.

- (v) To be explicit: The Company reserves the right to refuse to sell Quantocoin Tokens to any Participant that does not meet the criteria established by the Company as necessary for buying such assets, or as otherwise required under applicable law. In particular, the Company 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 an Offering or acquisition of Quantocoin Tokens.
- (vi) In the event that the Company 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 the Company 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 an Offering or acquisition of Quantocoin Tokens. The Company is working closely with third parties, e.g. exchanges, to secure that these strict requirements are met as well by them and not circumventing the Company's strict KYC/AML procedures.

## 2. REPRESENTATIONS; WARRANTIES AND UNDERTAKINGS

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

- a. All the information submitted by the Participant to the Company is true, complete, valid and non-misleading;
- b. He/she is acting only on his own behalf or as a duly authorized representative of a legal entity, which intends to participate in Quantocoin Offerings or acquisition events;
- c. During migration and swap events he/she is not attempting to alter or circumvent the above under a and b required, so to guaranty that the Company and third party may still conduct to the maximum possible extend KYC/AML due diligence;
- d. Participant is not a U.S. Person, nor does he have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, or any other U.S. territory;
- e. 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;
- f. Participant is a seasoned expert, technician, professional and/or with general understanding 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;
- g. Participant's participation in Quantocoin Offerings or acquisitions is voluntary and based on his/her own independent judgment without being coerced, solicited or misled by anyone else;
- h. Participant is permitted by the laws of each jurisdiction to participate in the Offer and is legally permitted to acquire, receive and hold the Quantocoin Tokens;

- i. 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 a Quantocoin Offering or acquisition;
- j. Participant shall: (i) comply with the requirements of his local jurisdiction, (ii) avoid any action regarding his participation in a Quantocoin Offer or acquisition (including all further access to this Website) that is otherwise prohibited under applicable law, (iii) 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 (iv) indemnify the Company with respect to all loss arising out of his participation in a Quantocoin Offering or acquisition;
- k. Participant is experienced in and capable of maintaining and safekeeping the Bitcoin, Ether and/or any other cryptocurrency private key of the sending address out of which the Participant makes any payment for purchasing the Quantocoin Tokens under an Offering or acquisition event;
- l. Participant has only used such 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 other 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;
- m. Participant is taking part in a Quantocoin Offering or acquisition for his own benefit and is not acting as a nominee or agent for or on behalf of any third party;
- n. 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 the Company, and/or any related public or private company, corporation, entity or property; and,

- o. 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 Quantocoin Tokens and which may, amongst other things, result in substantial modification of the 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 Quantocoin Token Offering or acquisition event.

### 3. QUANTOCOIN TOKENS DISTRIBUTION

- (i) The total number of Quantocoin Tokens issued is ninety-nine million units (99,000,000).
- (ii) Each Participant is entitled to purchase any number of Quantocoin Tokens, subject to the remaining number of Quantocoin Tokens that has not yet been sold.
- (iii) The Quantocoin Tokens available under a Quantocoin Offering or acquisition event may be set at a certain starting price by the Company, however, otherwise, will only follow free market rules. However, to the extent possible the Company in cooperation with third parties, e.g. exchanges and market makers, is undertaking its best to avoid total dissolution of the value of the Quantocoin Tokens as a result of sell offs by Participants with larger amounts of Quantocoins under their control.
- (iv) The Company is not obliged or committed to sell all the Quantocoin Tokens during a Quantocoin Offering or acquisition event.

### 4. PRICE

The price of one Quantocoin Token is defined by the respective market participants and may vary from exchange to exchange. However, during special Offering or promotion periods or incentives, the Company may offer

special discount scheme as Participants will be informed on this Website and Company social media platforms.

## 5. PAYMENT

- (i) Payment by you shall be deemed as acceptance of all the provisions set forth in these Terms and Conditions.
- (ii) Unless agreed otherwise, only certain officially announced trading pairs, e.g. QTct/USDT or QTct/BTC or QTct/ETH or QTct/Waves, are accepted as payment for Quantocoin Tokens. 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.
- (iii) 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 intermediary. Any attempt by you to double spend crypto in making a payment will be deemed as a fraudulent action and will not be recognized by us as a valid payment hereunder, nor shall it entitle you to claim any Quantocoin Tokens.
- (iv) Payment made by you for the Quantocoin Tokens are non-refundable, unless otherwise stated in these Terms and Conditions, provided that each intermediary shall be entitled to separately refund payments to you if you have used such intermediary to participate in a Quantocoin Offering or acquisition event.

## 6. ADDRESSES FOR RECEIVING PAYMENTS

- (i) The addresses to receive USDT, Bitcoin, Ether and/or Waves payments for the Quantocoin Tokens will be available for each Participant either on the Company Webpage or as being provided by intermediaries. You are required to make payment to such addresses as indicated only and any mistake shall result in immediate and full loss, neither the Company nor

intermediaries may be able to correct or remediate, not can be made responsible or liable for.

- (ii) Sending to any other address will not be recognized by the Company as valid payment hereunder, nor will it entitle you to claim any Quantocoin Tokens paid for in this manner.

## 7. MIGRATION & SWAP WINDOW

During the QTCT migrations or swap events, as they may happen, the window period to execute respective transactions for the Quantocoin Tokens will be announced on the Website of the Company and/or our partners, e.g. exchanges.

If and when the Company deems (using its sole discretion) that most or all eligible Quantocoin Tokens have been migrated or swapped the Company or intermediary may close the migration and swap window and no more Quantocoin Tokens will be accepted for any further migration or swap of Quantocoin Tokens.

## 8. CUSTODY OF OFFERING PROCEEDS

Proceeds from Offerings received by the Company during the Payment Window will be under the custody of a multi-signature Wallet (two out of two signatures are required to execute any payment from such Wallets). The keys to that multi-signature Wallet shall be controlled by a minimum of one Company board member.

The majority of the proceeds shall then be moved to and stored in the Company's offline or decentralized exchanges Wallets for security concerns. At the end of the Offerings or other acquisition events, the Company reserves the right to transfer the proceeds to any other Wallet(s) at its disposal, subject to its sole discretion.

## VII. DELIVERY

### 1. DELIVERY

- (i) The Quantocoin Tokens sold within the Offerings or other events will be available for delivery upon the initial launch of Quantocoin Tokens on respective exchanges.
- (ii) Notwithstanding anything to the contrary stated herein, delivery of the Quantocoin Tokens to each Participant shall be conditioned upon the satisfaction of all the following:
  - (a) the Offering has taken place;
  - (b) the official Wallet program for the Quantocoin Tokens has been released by or on behalf of the Company; and,
  - (c) the Participant provides such information and takes such actions as requested by the Company for claiming his purchased Quantocoin Tokens.
- (iii) The Company shall not be required to deliver Quantocoin Tokens to Participants who do not meet the conditions (whether under these Terms and Conditions or under applicable law or third party/intermediaries' terms and conditions) required to qualify for participation in the respective Offerings or acquisition events. The Company 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.
- (iv) Each Participant shall be responsible for keeping its wallets (including private keys), in particular its Quantocoin Wallet intact and secure at all times. The Company shall not be held liable in the event that the Participants' wallets have 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

Except with respect to the right to convert into Quantocoins as further set forth herein, Quantocoin Tokens shall not be deemed to be a security nor shall they represent a legal or contractual right of any kind. Accordingly, neither the Company nor any other party is obligated to redeem or purchase any Quantocoin Tokens from a Participant at any time. **The Quantocoin Tokens are**

a virtual commodity to be used on the Blockchain, and are not intended to be redeemed, purchased or otherwise transacted for profit. Participants who are ignoring this may be held liable and respective transaction may be nullified.

### 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 be deemed as valid or binding upon the Company 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 which he/she receives, and shall have sole responsibility to maintain the private key(s) to their Ethereum compatible Wallet in a secure manner. The Company shall not be liable to any extent for any loss or theft, irrespective of the reason therefor, of any Quantocoin Tokens after the delivery to a Participant. Notwithstanding the forgoing, a Participant suffering loss or theft shall immediately report such incident to the Company via his contact details with this Website, so as to permit the Company to assist with the recovery of such Quantocoin Tokens (should the Company choose to do so using its sole discretion).

## IX. TERMINATION

### 1. TERMINATION EVENTS

Notwithstanding anything to the contrary contained herein, the Company shall be entitled, using its sole discretion, to terminate the a Quantocoin Offering or other acquisition event if any of the following events occur:

- (i) For any cause, the Company elects to abort the development and launch of the project prior to the Launch by making an announcement on this Website;

- (ii) For any cause, the Company elects to terminate a Quantocoin Offering or acquisition event prior to the close of the respective events end by making an announcement on the Company's Website;
- (iii) The Company is required under applicable law to terminate the events before the respective launches;
- (iv) The Offerings or acquisition events are determined by the Company 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 respective Offering or other acquisition event 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 six (6) months after the existence of such event.

## 2. ACTIONS UPON TERMINATION

Upon termination of the Offering or other acquisition events, the Company shall, within a reasonable time and after deduction of any expenses for the development and administration of the project, refund remaining proceeds received out of the respective Offerings or acquisition events to the respective Participants, provided that if the Company has previously converted the Bitcoin, Ether or Waves proceeds, in part or whole, into any Fiat Currency, then the Company 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, the Company shall be under no obligation to 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 an Offering or other acquisition event:

- (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

The Company 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 the Company. Prior to acquiring Quantocoin Tokens, prospective contributor should carefully consider the risks associated with the business of the Company, the Quantocoin Tokens and 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 Participants may face when making an acquisition of Quantocoin Tokens, and should be used for guidance only. Additional risks and uncertainties relating to the business of the Company and the Quantocoin Tokens that are not currently known to the Company, or that the Company currently deems immaterial, may individually or cumulatively also have a material adverse effect on the business, operations, results, financial condition or prospects of the Company.

Each Quantocoin Tokens Participant should pay particular attention to the fact that, although the Quantocoin Tokens are established on the Blockchain, the 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 the Company as evidence of a Participant's knowledge and acceptance of the risks associated with the acquisition of the Quantocoin Tokens, including, without limitation, some of those set forth as follows:

### 1. TERMINATION OF THE OFFERING AND ACQUISITION EVENTS

The Offerings and other acquisition events may be terminated pursuant to Chapter IX, "Termination", in which case a Participant may be refunded the partially its contribution pro-rata, as per Chapter IX conditions. As an important reminder, the Company reserves the right to charge out of the refundable amount all to date development, administration and legal fees, taking as well into account the expenses incurred by the Company and the price volatility of the Bitcoin, Ether and Waves use 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 and so is the whole Quantocoin and QuantoPay project. 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 a Participant. While the White Paper contains the then current key information related to the Quantocoin Tokens, such document is not absolutely complete and is subject to updates and adjustments, from time to time. The Company 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 overall project (including its progress and expected milestones, no matter whether rescheduled or not) and therefore will not necessarily provide Participants with timely and full access to all the information relating to the Quantocoin Tokens and the implementation of the project’s implementation into the QuantoPay – Digital & Blockchain Bank of the Future. 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 overall QuantoPay blockchain project is still underdeveloped, but in recent years it appears that various countries attempt to regulate the blockchain and crypto environment with potentially adverse consequences. In addition, developments in regulations may alter the nature of the Company’s and the QuantoPay Group of companies business or restrict the use of blockchain assets or the operation of a blockchain network upon which the Company 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 the Company.

Furthermore, Quantocoin may receive queries, notices, warnings, requests or rulings from one or more regulatory authority from time to time, or may even be ordered to suspend or discontinue any action in connection with the Offerings or acquisition events, the development of the Quantocoin Tokens or any other aspect of the project. 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 project in any jurisdiction may change.

While Quantocoin Tokens are clearly defined in their purpose and use as so called "utility tokens", they could be defined from time to time as virtual commodities, digital assets, securities or virtual currency in various jurisdictions, and could therefore be prohibited from being traded or held in certain jurisdictions pursuant to local regulatory requirements.

The Participant agrees explicitly that changes in such visions of regulatory bodies in their respective jurisdictions have to be elaborated by him/her, through professional support, and the Company will not be held liable or responsible to inform Participant, though the Company is trying its utmost to inform Participants about recent regulatory developments from time to time, however, always only at its own discretion.

#### 4. CRYPTOGRAPHY

Cryptography is evolving and the Company 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 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, the Company will be prepared to take proactive or remedial steps to update the protocol underlying the 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 the Company will try its best to accommodate the continuing changes in the domains of cryptography and security, the Company 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 or other acquisition events. Participating in the Offerings and other events requires

qualified technical skills. 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 the Company's Blockchain assets – could have a material adverse effect on the business of the Company or the Quantocoin Tokens.

Blockchain assets include, without limitation, Bitcoins and other cryptocurrencies, Ether and other cryptographic coins or tokens, including the Quantocoin Tokens. Blockchain assets are controllable only by those who know the unique private cryptographic key relating to the network address where the Blockchain assets are held. The Company 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, the Company 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 the Company 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, and could 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 the Company'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 the Company would rely could have an adverse material effect on the business of the Company.

The growth of the Blockchain industry in general, as well as the Blockchain networks on which the Company 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) 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 the Company's business. The prices of Blockchain assets are extremely volatile. Fluctuations in the price of Bitcoins, Ether or Waves could materially and adversely affect the business of the Company. The prices of Blockchain assets are significant uncertainties for the Company. The price of Bitcoin, Ether and Waves are subject to dramatic fluctuations; and,
- (vi) Several factors may affect the price of cryptocurrencies, including, but not limited to:
  - a. Changes in the software, software requirements or hardware requirements underlying a Blockchain network;
  - b. Fiat Currency withdrawal and deposit policies of Blockchain asset exchanges, and 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 the Company will rely could decline due to a variety of causes, 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 the Company 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) 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 Quantocoin Tokens 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 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 and the value of Quantocoin Tokens.

#### **10. THEFT OF OFFERING PROCEEDS**

There may be attempts to steal the proceeds of the Offerings or acquisition events received by the Company (including the Fiat Currencies or cryptocurrency amounts converted therefrom). Such a theft or attempted theft may impact the ability of the Company to fund the development of the Quantocoin Ecosystem. While the Company will adopt cutting-edge technical solutions to keep the 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 Offerings and acquisition events, or otherwise. Such flaws, if any, would compromise the usability, stability and/or security of the Quantocoin Ecosystem and consequently bring adverse impact on the value of Quantocoin Tokens.

#### **12. UPDATE OF SOURCE CODE / SWAP & MIGRATION EVENTS**

The open source code portion of the Quantocoin Blockchain Platform is open and could be updated, amended, altered, modified from time to time by the Company. The Company may as well chose, as per technology or other requirements to swap or migrate the existing underlying blockchain of Quantocoin. Nobody is able to foresee or guarantee the precise result of an update, amendment, alteration, modification, swap or migration of such blockchain. As a result, any update, amendment, alteration, modification, swap or migration could lead to an unexpected or unintended outcome that adversely affects the operation of the 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 by the Participant.

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 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 or 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 the Company 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 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. The Company will not (nor has the responsibility to) stabilize or otherwise influence the market price, if any, of the Quantocoin Tokens. However, the Company has undertaken upon acquisition of large amounts of Quantocoin Tokens that certain vesting periods to be respected in order to avoid that single Quantocoin Token holders may cause overproportional volatility and devaluation and using this power for speculative purpose.

#### 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. The Company 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 the Company 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 attempt could be costly and time-consuming and may not necessarily lead to a successful outcome.

Furthermore, with the exception of the Quantocoin Exchange which is the Company is eventually going to introduce as part of the overall Quantocoin blockchain platform, the existence of a crypto-currency 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.

The Company is not responsible for any secondary market trading of Quantocoin Tokens, irrespective of the existence of such markets for Quantocoin Tokens. Therefore, the Company 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 the Company'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, the Company is not responsible for maintaining any materials referenced from another site and makes no warranties with respect thereto.

The Company 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 the Company may use from time to time changing either built-in decentralized or centralized governance systems. It is possible that the governance systems 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 respective 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

### 1. NO REPRESENTATION OR WARRANTY

- (i) The Company does hereby disclaim any representation or warranty with respect to the Offerings and other acquisition events or the Quantocoin Tokens (such as merchantability or fitness for a particular purpose), except those expressly specified herein. Each Participant's decision to purchase any Quantocoin Tokens shall be made based upon their own knowledge of the Offerings or acquisition events 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.
- (ii) Participants do hereby agree that, to the maximum extent permitted under applicable law, the Company 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 the Company has been advised of the possibility of such loss or damage.

- (iii) Participants understand and agree that the Company 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. The Company shall not provide the Participant a refund for any purchased Quantocoin Tokens, unless defined otherwise within the Terms and Conditions. Participants understand and expressly agree that the Company shall not guarantee in any way that the Quantocoin Tokens might be sold or transferred during or after the Offerings or acquisitions.
- (iv) In no way shall the Company be deemed a partner, employer or agent of any Participant, nor shall the Company be deemed to be providing any financial services to the Participant.
- (v) Notwithstanding the foregoing, the total amount of the Company'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/she 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 the Company'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.
- (vi) 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/or his purchase and use of any Quantocoin Tokens.

- (vii) The Company does not warrant or represent that any information on this Website or the Terms and Condition or White Papers or other information made publicly available by the Company, is accurate or reliable, or that aforementioned sources of information shall be free of errors or viruses, that defects will be corrected or that the service or the server that makes the Quantocoin Website available shall be free of viruses or other harmful components. The Company, further, disclaims any liability for interruptions to the availability of this Website at any given time.

## 2. NO LIABILITY

The Company 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 divulgence, 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 to be developed Quantocoin Exchange;
- (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). And 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. The Company specifically disclaims any representation with respect to the tax implications of

any Participant's participation in the Offerings or other Quantocoin Token acquisition events.

#### **4. NO WAIVER**

The failure of the Company to require or enforce strict compliance by the Participant with any provision herein, or the Company's failure to exercise any rights hereof, shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company 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 are not to 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 the Company 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 the Company arising out of a breach by the Participant of any warranty, representation or obligation hereunder or filed by the Participant him/herself while ignoring, disrespecting or misrepresenting the Terms and Conditions,

White Papers or any other Company or group of company related information or related agreements.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- (i) The Company 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 the Company's activities, generally.
- (ii) 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 the Company and is protected by laws relating to fair competition and the preservation of intellectual property, generally.
- (iii) There are no implied licenses under these Terms and Conditions, and any rights not expressly granted to a Participant hereunder are reserved by the Company.

## **9. JURISDICTION; DISPUTE RESOLUTION**

- (i) The Offerings and acquisition events are initiated and take place worldwide, excluding those jurisdictions explicitly excluded or prohibited by national applicable laws and are 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 and the participation in various Quantocoin Offerings or other Quantocoin Token acquisition events shall be governed by, and construed in accordance with, the laws of England and Wales, unless the Company has explicitly agreed with Participant after the acquisition event that a different jurisdiction shall apply.
- (ii) Any dispute, controversy or claim between the Parties to these Terms and Conditions and Quantocoin Token acquisition events arising out of, 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. A written notification shall be deemed as have effectively taken place either

through registered mail or through the use of electronic mail, to be confirmed with a delivery / receipt confirmation.

- (iii) 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 Arbitration Centre (DIAC), 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 one (1), unless DIAC should suggest and Parties agree that a higher number of arbitrators due to complexity is required, the language of the arbitration shall be English and the place of arbitration shall be Dubai, United Arab Emirates.