

# Terms of Use

The following terms and conditions govern the token sale between MNCY PTE. LTD. (the “**Company**”) and you, for your intended purchase of the tokens from the Company during the sale period. Each of you and the Company shall hereinafter be referred to as a “**Party**”, and collectively, you and the Company shall hereinafter be referred to as the “**Parties**”.

**Please read the terms set out herein carefully. The Tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction. This document and these Terms do not constitute a prospectus or offer document of any sort and are not intended to constitute an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product, or a solicitation for any form of regulated investment or investment product in any jurisdiction. No regulatory authority has examined or approved of these Terms. No such action has been or will be taken by the Company to obtain such approval under the laws, regulatory requirements or rules of any jurisdiction. The provision of these Terms to you does not imply that the applicable laws, regulatory requirements or rules have been complied with.**

**The Company may modify the Terms of Use from time to time. All changes will be effective immediately. You can find out when the modification was made. You agree to be bound by the modification after it has been informed. We may change, suspend, restrict access to or discontinue the website at any time.**

**Please note that you are not eligible and you are not to purchase any tokens in the token sale if you are:**

- a) a citizen, domiciled in, or resident of the United States of America or the People’s Republic of China (which for the purpose of these terms, shall exclude the Hong Kong Special Administrative Region of the People's Republic of China, the Macau Special Administrative Region of the People’s Republic of China, and the Republic of China) (“PRC”);**
- b) located in the United States of America or the PRC at the time of your Whitelisting for an intended purchase or purchase of tokens in the token Sale;**

- c) **located in a jurisdiction where the token sale is prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction; or**
- d) **a person who is otherwise prohibited or ineligible in any way, whether in full or in part, from participating in any part of the transactions contemplated in these Terms.**

By accepting these terms and purchasing tokens, you agree to be legally bound by these terms (including the Annex hereto) and you expressly acknowledge and represent that you have carefully reviewed these terms and fully understand the risks, costs, and benefits of purchasing tokens.

**IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S). IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCEPT THESE TERMS OR PURCHASE ANY TOKENS.**

The Parties HEREBY AGREE as follows:

### **1. Eligibility**

You shall not participate the token sale if there are any legal restrictions in your country of residence. It is your responsibility to ensure that your participation is not prohibited, restricted, hindered or adversely affected by applicable laws in your country of residence.

Again, you are not eligible to participate in token sale and purchase any tokens if:

- a) a citizen, domiciled in, or resident of the United States of America or the People's Republic of China (which for the purpose of these terms, shall exclude the Hong Kong Special Administrative Region of the People's Republic of China, the Macau Special Administrative Region of the People's Republic of China, and the Republic of China) ("PRC");
- b) located in the United States of America or the PRC at the time of your Whitelisting for an intended purchase or purchase of tokens in the token Sale;

- c) located in a jurisdiction where the token sale is prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction; or
- d) a person who is otherwise prohibited or ineligible in any way, whether in full or in part, from participating in any part of the transactions contemplated in these Terms.

## **2. Token Sale Detail**

### Token Sale Period

The token sale will be held during the following period:

Commencement: 20 Aug, 2018

End: 13 Oct, 2018 or when Hard cap(12,593 ETH) is reached

Closure of the token sale will be announced by the Company through various channels. If Hard Cap is reached at any time prior to the end date, the token sale will be closed by the Company. The Company has the sole and absolute discretion to change the period of Token Sale if needed.

In the event that you attempt to make a purchase of Tokens after the end of Token Sale and you have made any transfers of ETH and WTC for such attempted purchase of Tokens, you acknowledge and agree that:

- a) the Company has its sole and absolute discretion, provide a refund of such transfer in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;
- b) the Company shall have no obligations in any form or manner whatsoever to you in respect of such attempted purchase; and
- c) you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Company and

the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.

#### Accepted cryptocurrencies, Purchase procedure, Minimum amount and Distribution

You should only purchase MNC token in the token sale through the official website. If you purchase tokens through any other website or place, then you acknowledge and agree:

- a) the Company shall have no obligation to deliver any tokens and you shall have no right to receive;
- b) the Company shall have no obligation to provide the refund and you shall have no right to receive;

#### Accepted cryptocurrencies

The Company shall accept ETH and WTC (Waltonchain coin) for payment.

#### Minimum purchase amount

The minimum purchase amount for each purchase is 0.1 ETH. If you attempt to purchase tokens of amount less than the minimum purchase amount, you acknowledge and agree that:

- a) the Company has its sole and absolute discretion, provide a refund of such transfer in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;
- b) you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and

expenses that may be incurred by you in connection with or arising from such attempted purchase.

### Double spend and violation of laws

If any attempt to double spend and violation of laws, regulations and rules is found, you acknowledge and agree that the attempted purchase of tokens will be regarded as invalid and/or void regardless of such transfers are reflected as verified and validated on Ethereum Blockchain(or applicable blockchain) and:

- a) the Company has its sole and absolute discretion, provide a refund of such transfer in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;
- b) the Company shall have no obligations in any form or manner whatsoever to you in respect of such attempted purchase; and
- c) you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.

### **3. Cryptocurrency wallet and address**

Before participating in the token sale, you shall have the sole responsibility to create and maintain cryptocurrency wallet and address that can support ERC20 token Standard.

You shall provide the address of wallet to the Company through the website for the purpose of receiving tokens or refunds. In case of any loss, hack or theft of cryptocurrencies, you acknowledge and agree that the Company shall have no responsibility to solve such problems and you shall have no right, claim or causes of action in any way against the Company.

In the case that the Company is unable to provide you with any refund or deliver any tokens to you under these terms due to problems with your wallet, the Company shall have the sole and absolute discretion to hold such tokens and refund in escrow.

#### **4. Token distribution**

The Company shall deliver the confirmed tokens within 7 days from the end of token sale to the designated address that was provided to the Company in accordance with these terms. You are required to maintain your wallet in the secure and valid condition in order to receive the tokens.

If your account and wallet are established and maintained with centralized exchanges, you acknowledge and agree that:

- a) the Company shall not have any responsibility and obligation to ensure that tokens are successfully delivered;
- b) you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.

#### **5. Withdrawal/Cancellation/Rejection of purchase**

The Company shall have its sole and absolute discretion to reject/withdraw any purchases of tokens at any time and prior to the distribution of tokens. The Company also reserves the right to treat the token sale and any purchase of tokens as being invalid in case where there is any change in applicable laws, regulation or rule that restricts, prohibits, hinders or adversely affects the token sale.

The Company shall have its sole and absolute discretion to reject any purchases of tokens at any time in case where you are not successfully whitelisted to the Company.

## **6. Refund**

You acknowledge, agree and confirm that there shall be no refund of any purchases you have made in any form or manner. All risks in relation to any refund shall be borne by you and the Company shall have no responsibility for such risks.

In case where the Company approves any refund in accordance to these terms for any intended purchase, the Company shall transfer such amount of currencies as may be equivalent to the amount refundable to the address of such wallets as may be provided by you to the Company.

In case where the Company approves any refund in accordance to these terms for any intended purchase, however if your account and wallet are established and maintained with centralized exchanges, you acknowledge and agree that:

- a) the Company shall not have any responsibility and obligation to ensure that the refund process is successfully executed;
- b) the Company shall not have any responsibility and obligation to ensure that your receipt of any refund;
- c) you hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Company and the Indemnified Persons in connection with or arising from such attempted purchase, and shall further hold harmless the Company and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.

## **7. Representations and warranties**

You represent and warrant to the Company that:

- a) You acknowledge and agree that the tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction;
- b) You represent and warrant that any cryptocurrency transfer that you make is legal in your jurisdiction.

- c) You acknowledge and agree that the Company will not be held liable for any loss or damages due to non-compliance.
- d) You acknowledge and agree that your use of services and reliance upon any materials of the Company is solely at your own risk.
- e) You acknowledge and agree that all transfers are made voluntarily and at your sole discretion and you are fully aware of all risks related to cryptocurrency and blockchain technology.
- f) You acknowledge and agree that you shall not use materials provided by the Company for any unlawful and prohibited purpose. You may not attempt to gain unauthorized access. The Company shall have its sole and absolute discretion to monitor all use of the website and remove user's content at any time.
- g) You acknowledge and agree that no regulatory authority has examined or approved these terms, no such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The provision of these terms to you does not mean that any applicable laws, regulations and rules have been complied with;

## **8. Intellectual Property(IP) rights**

These terms do not entitle you to any intellectual property rights and not authorize you to make use of any materials provided by the Company. This includes the rights in relation to the use of any information, text, graphic, logos, button icons, images, audio clips, digital downloads, user interface, trademarks, trade names, internet domain names or copyright. The Company reserves all intellectual property rights.

## **9. Disclaimers**

All information available is provided on "as is" and "as available" basis and to the maximum extent permissible pursuant to all applicable laws, regulations and rules. The Company disclaims any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your use of the website and purchasing tokens.

The Company does not accept any liability for any loss, damage or risks including loss of business, profits or revenue, or loss of data, software or equipment, resulting from any use of the website and materials provided by the Company.

You acknowledge and agree that the Company shall not be held liable and shall not accept any obligation and responsibility for any change of the value of the tokens. The Company shall not guarantee in any way that the tokens might be sold or transferred during or after the token sale.

You acknowledge and agree that the token, blockchain technology and other related technologies may be adversely affected by the market condition, regulatory laws and regulations, which are outside the control of the Company.

The Company shall not represent or warrant that the website or application will be free of errors, viruses and defects and this may adversely affect the operation of the Company.

## **10. Miscellaneous**

Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between Parties. The Company reserves all rights not expressly granted by this Agreement. If the Company finds that you have engaged in abusive and unfair activities and usage, the Company reserves the right to take appropriate actions to protect the Company from damages and losses.

Assignment. You shall not transfer, assign or delegate any of your obligations, rights or privileges to anyone without the written consent of the Company. The Company shall have its sole and absolute discretion to do so at any time.

Contact. You can send any questions regarding this Agreement via email to [info@money.net.io](mailto:info@money.net.io).