

TERMS AND CONDITIONS OF PYCOIN PRESALE AND INITIAL COIN OFFERING-ICO

By buying Pycoin Tokens from Pycoin.io aka The Pycoin Protocol Organization(PPO), a decentralized organization for self-governance of Pycoin Mainnet Protocol (hereinafter – the “Organization” or “we”) during the Presale period and Initial Coin Offering, you (hereinafter – “User” or “you”) agree to the following Terms and Conditions (hereinafter – the “Agreement”).

DEFINITIONS

Blockchain and DAG – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks. The Blockchain used for Pycoin Tokens will be DexOS under development by Cohomology Labs, the core developers of Pycoin. Besides the realtime blockchain, Pycoin will be simultaneously deployed on a forked decentralized network of DAG-based XRB/Nano.

Pycoin Initial Coin Offering, ICO – a restricted offering to eligible Users and Early-Bird Investors from March 24th, 2018 00:01 UTC, to March 30th, 2018 23:59 UTC
Pycoin Tokens – cryptographic tokens issued by the Pycoin Protocol Organization(PPO) during the ICO.

PRESALE OF PYCOIN TOKENS

Pycoin Tokens are both assets and universal utility token for accessing features and functions of Pycoin decentralized platform. Money raised during the ICO will flow into the Pycoin development and marketing of Pycoin protocol as well as related activities. Pycoin Tokens entitle and empower their holder (You) to have electronic voting rights in The Pycoin Protocol Organization(PPO), a decentralized organization for self-governance of Pycoin Mainnet Protocol apart the right to access Pycoin’s features, functions and decision making protocol for long-term evolution.

Pycoin Tokens will be available for purchase to eligible Users and Early-Bird Investors only during the period of Presale before ICO and during Initial Coin Offering(ICO) set out in this Agreement.

During the ICO, the Company will sell maximally 25 Billion(25,000,000,000) Pycoin Tokens during Presale period and ICO. Price of one Pycoin will be US\$0.009 during ICO. The number of the Pycoin Tokens allowed for purchase by one User or Investor must be minimum 100,000. As soon as the amount of Pycoin Tokens sold in the Presale and ICO reaches 25 Billion, the ICO will be closed, even if the announced ICO time period has not yet reached the end.

Now at Pre-ICO phase you can avail it at 50% discount to ICO face value if you are contributing minimum USD5000 and 80% if you are contributing US\$100,000 and up. For those contributing minimum USD1,000 but less than USD5,000, a Pre-ICO discount of 30% will be applicable. For example, at 50% discount it would cost you \$0.0045 per Pycoin token.

The Winken Tokens may be sold or transferred via cryptocurrency exchanges if the Winkens are listed by that exchange, if there is a respective buyer and if the User complies with the terms and conditions imposed by that exchange.

By buying Pycoin tokens hereunder you represent and warrant that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving Pycoin Tokens are being used to facilitate any criminal or illegal activity.

GENERAL

INFORMATION

The Pycoin Protocol Organization cannot influence the price or the value (hereinafter the “Value”) of the Pycoin Tokens outside of the Presale and ICO. The Value is solely determined by third parties at cryptocurrency exchanges.

The Pycoin tokens are provided on an “as is” basis and without any warranties of any kind, either expressed or implied; you assume all responsibility and risk with respect to buying of any amount of the Pycoin Tokens and their use. You confirm that you are aware that you are solely responsible for the use of your Pycoin Token and for everything done using your Pycoins. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to manage your keys for the wallet where the Pycoin Token is stored. You agree to regularly backup those keys. Initially ERC20 tokens of Pycoins will be issued during the ICO on Ethereum platform which will be swapped with our native Pycoin when Pycoin Protocol’s Mainnet becomes operationalized in 2019.

You confirm that you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies, DAG and Blockchain-based systems and decentralized networks, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge. You confirm that you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies, DAG-based and Blockchain-based systems, as well as you have full understanding of their framework.

LIABILITY

AND

INDEMNIFICATION

In any case of simple negligence Pycoin Protocol Organization is liable for the breach of a contractual obligation which gives distinction to the contract and on which the contractual partner may rely on (essential obligation) and limited to the typical and foreseeable damage only; this exception does not apply to culpable damage to life, body or health nor in cases of mandatory liability including without limitation liability resulting from various international laws and especially those can be interpreted by International Court of Arbitration-ICC Paris within ICC framework..

User shall indemnify, defend, and hold the Pycoin Protocol Organization, affiliates, team members, directors and officers of its core developers Cohomology Labs, its 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/incurred by any third party against the arising out of a breach of any warranty, representation, or obligation hereunder.

MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the international laws subject to the jurisdiction of International Court of Arbitration, ICC, Paris. The UN Convention on

Contracts for the International Sale of Goods (CISG) shall not apply. Exclusive place of jurisdiction for all disputes regarding rights and duties under this Agreement, including its validity, shall be International Court of Arbitration, Paris.

This Agreement is intended to fully reflect the terms of the original agreement between the Parties. There are no verbal or written side agreements. Amendments and additions to this Agreement shall be valid only if made in writing. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. Where this Agreement requires the written form, the electronic form and the text form are excluded. This also applies to any amendment to the written form clause.

The Pycoin Protocol Organization(PPO), a decentralized organization for self-governance of Pycoin Mainnet Protocol may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the PPO, which PPO may withhold at its sole discretion, shall be void.

Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.