

ICO IQeon: Terms & Conditions (Terms of purchase of IQeon cryptographic tokens)

These Terms and Conditions regulate the sale of IQeon cryptographic tokens (“IQeon”) to participants of the initial sale (together referred to as the “Holders” and individually as the “Holder”).

This document describes the terms of the initial sale, where IQeon is purchased. The initial sale of IQeon is not an investment proposal and cannot be regarded as an offer to purchase securities in any jurisdiction. IQeon are not monetary units or other means of payment in the understanding of the relevant legislation, and can be used for payment inside applications, games and services that support transactions using IQeon. Individuals, legal entities and other organizations should carefully assess the risks, costs and benefits of acquiring IQeon at the beginning of the initial sale, compared to the expectation of acquiring IQeon in open markets after the initial sale is completed.

IMPORTANT

Possession of IQeon does not imply any explicit or implied rights for IQeon ecosystem. IQClash OÜ (the “Company”) with the head office in Estonia remains the sole and full right owner of the IQeon ecosystem. The term “IQeon ecosystem” should be understood as a set of organizational, technical, software, hardware, software and hardware resources and an auxiliary infrastructure combined to ensure the smooth operation of transactions using IQeon within games, applications and services that support transactions in IQeon and/or integrated with IQeon ecosystem. The holders should not expect to get a hold on the management of IQeon ecosystem and/or the Company.

By participating in the sale of IQeon, you clearly acknowledge and confirm that you have carefully studied these Terms, fully understand the risks, costs and benefits of acquiring IQeon and agree to observe these Terms. In addition, you agree that IQeon ecosystem team (“Project Team”) will act as an authorized recipient and holder of the funds collected as a result of the Initial Sale, acting as an independent autonomous community of people united by the overall goal of developing IQeon ecosystem; the relevant information on them is available on the official website of the IQeon ecosystem <https://iqeon.io/> (“Website”). Solely for the purposes of easier understanding of the contents of these Terms, the Company and the Project Team, when they are relevantly mentioned, within the general framework are together referred to as “we” or “our”.

As indicated below, you confirm and warrant that, to the extent permitted by law, you have the necessary rights to purchase IQeon in your respective jurisdiction, and have reached the statutory age for the purchase of IQeon in order to be bound by these Terms, and will not hold liable the Project Team (as a whole or individual members of the Project Team), the Company, affiliated companies, subsidiaries, partner companies and related companies, employees, directors, employees and/or advisors of the Company for any damages, including special, incidental, direct, indirect or consequential damages of any kind (including legal and any other costs) arising from or related to the sale of IQeon at present or in the future.

NOTE: WE RECOMMEND THAT YOU DO NOT KEEP IQEON IF YOU DO NOT HAVE EXPERT KNOWLEDGE IN THE FIELD OF INVESTMENT, CRYPTOGRAPHIC TOKENS AND SYSTEMS BASED ON THE SOFTWARE FUNCTIONING WITH THE SUPPORT OF BLOCKCHAIN TECHNOLOGY.

Only individuals, legal entities and other organizations with significant experience in using and understanding of the operating environment of cryptographic tokens such as bitcoin (“BTC”) and software systems based on blockchain technology should carry out purchase of IQeon. The holders should have a functional understanding of the mechanisms for storing tokens and performing transactions associated with other cryptographic tokens.

The project team will be available to assist the Holders during and after the sale, but the Project Team will not be liable for lost cryptocurrencies Bitcoin (BTC), Waves (WAVES), Ethereum (ETH), Litecoin (LTC), Zcash (ZEC), BitShares (BTS) or IQeon as a result of actions taken by the Holders, or as a result of the failure of the Holders to take the necessary action. Please note in particular that the Holders should exercise extra care in keeping the password to their wallet and not lose it in order to be sure that the Holders will be able to access their IQeon when they become available after the Initial Sale. If you do not have such experience or knowledge, you should withdraw from purchasing IQeon and not participate in IQeon initial sale.

NOTE: CRYPTOGRAPHIC TOKENS ARE SUBJECT TO EXTREME COST VOLATILITY.

IQeon does not imply any formal or legally binding investment. Cryptographic tokens that can be evaluated in public markets, such as BTC, can regularly show acute price fluctuations in short periods. The holder should be prepared to expect similar fluctuations with respect to IQeon, both the value decrease and increase, expressed in BTC, ETH, LTC or other currencies available in open markets in the respective jurisdictions. Such fluctuations are caused by the common factors of open markets operation and represent changes in the balance of supply and demand.

The company cannot and does not guarantee the liquidity of the market for IQeon, and therefore there may be periods of time in which IQeon is difficult to buy. In addition, due to various regulatory requirements in different jurisdictions and the inability for citizens of some countries to open accounts on stock exchanges located anywhere in the world, the liquidity of IQeon may vary significantly in different countries, and this is likely to affect the serious incongruity in the cost of IQeon. By purchasing IQeon, you clearly acknowledge and declare that you fully understand that IQeon can show high cost volatility and that you will not try to bring the Project Team (as the whole or individual members of the Project Team), the Company, affiliated companies, subsidiaries, partners and related companies, employees, directors, employees and/or advisors of the Company to responsibility for any losses or special, incidental, direct, indirect or incidental damages of any kind arising or somehow connected with the sale of IQeon.

NOTE: BEFORE PURCHASING IQEON, IT IS REASONABLE TO TAKE AN ASSESSMENT OF A RANGE OF RISKS.

The purchase of IQeon involves a number of risks. Before buying IQeon, you should carefully consider the risks described below and, if necessary, consult the appropriate lawyer, accountant and/or tax specialist. If any of the subsequent risks are unacceptable for you, you should withdraw from purchasing IQeon. By purchasing IQeon and to the extent permitted by law, you accept that you will not hold the Project Team (as the whole or individual members of the Project Team), the Company, affiliated companies, subsidiaries, partners and related companies, employees, directors, employees and/or advisors of the Company responsible for any losses or special, incidental, direct, indirect or incidental damages of any kind arising or somehow connected with the sale of IQeon.

TERMS OF USE

1. A brief description of IQeon initial sale

The project team will conduct an event to sell a certain amount of IQeon, called the initial sale, which will be carried out on the website (“Initial sale”).

Holder's in the Initial Sale will receive IQeon in exchange for BTC, ETH and LTC cryptocurrencies, at the cost effective at the time of acquisition.

IQeon will be created in the Ethereum blockchain and will be stored on the Holder's wallet in a smart contract.

The distribution of purchased IQeon will be made on the relevant account of the Holder on the Website, giving each Holder control over it. The transaction for the purchase of IQeon initiated by the Holder during the Initial Sale is deemed to be successfully completed provided that IQeon is received and the Holder receives the appropriate amount of IQeon.

All funds collected as a result of the Initial Sale will be transferred to the wallets created by the Project Team to cover the costs associated with the development of IQeon ecosystem. The project team will act as an authorized recipient and holder of funds. The company does not become the owner of the funds collected as a result of the Initial Sale; it is not their recipient, keeper or disposer. At the same time, the Company, as the sole and full owner of IQeon ecosystem, is the only beneficiary of all tangible and intangible values received as a result of spending the collected funds.

2. EMISSION (RELEASE) OF IQEON

The company will issue 10 million IQeon, some of which will be available for purchase by the Holders during the Initial Sale period. Issue of IQeon will be limited, held only once and new IQeon will never be released in the future. Any unacquired IQeon will go up after the completion of the Initial Sale.

CONDUCTING OF INTIAL SALE

The initial sale includes two stages: preICO and ICO, the information on the exact time of the beginning and completion of which is available on the Web site.

The Company reserves the right to change the start date of the Initial Sale and further reserves the right to extend or shorten the time of the Initial Sale at its sole discretion, including the inaccessibility of the Website or occurrence of any force majeure circumstances that may adversely affect the results of the Initial Sale.

3. Cost of IQeon

The initial sale is divided into two stages and, accordingly, the amount of accrued bonuses and discounts will be established depending on the current stage of the Initial Sale and the current bonus or discount at the time IQeon purchase order is placed. Complete information on the Initial Sale phase, IQeon cost and available bonuses will be provided to the Holders in a timely manner during the Initial Sale and will be available on the Website at the time of purchase.

4. Disclosure of sales information

The project team strives to ensure transparency and openness of information on the Initial Sale. In order to allow the Holders to have as much information for decision-making as possible, the Project Team will disclose the total amount collected during the Initial Sale in real time to provide the Holder with a full understanding of the existing funding pool during the purchase of IQeon.

5. Purchase of IQeon on the Website

The project team will support the Web site interface, which can be used to purchase and store IQeon, both during the Initial Sale and after, in order to ensure comfortable and safe ownership of IQeon. Instructions for purchase of IQeon using the Website interface will be available for viewing on the Website during the Initial Sale period. Non-observance of these

instructions may limit, delay or impede the Holder's purchase of IQeon Holder. Any questions about these instructions shall be sent to support@iqeon.io.

6. Determination of the sufficiency of the rights of the Holder for the purchase of IQeon in the jurisdiction of the Holder

The initial sale is the sale of a legal software product and the sale of this product is accomplished in accordance with the legislation of the European Union. IQeon tokens are a part of the payment infrastructure of IQeon ecosystem, possession of which grants their owners the right to use IQeon in any permitted way, not prohibited by applicable law and IQeon ecosystem documents, and according to the generally accepted classification of cryptographic tokens corresponds to the "utility token" type. Each potential Holder is responsible for determining whether the jurisdiction of the Holder permits the purchase of IQeon.

In case if, during the Initial Sale period, a reliable evidence of the Insufficiency of the Holder's rights for the purchase of IQeon and/or the Holder's violation of the requirements of these Terms (including the Holder's Non-compliance with restrictions and prohibitions on the purchase of cryptocurrencies established by the legislation of the Holder's jurisdiction) are revealed, the Company, as the sole and full owner of IQeon ecosystem, acting for the development of IQeon ecosystem and in full compliance with the requirements of the applicable legislation of the relevant jurisdiction, will provide the possibility of access and use of IQeon by such a Holder only after Holder's confirmation of the existence of sufficient rights and his elimination of the circumstances that resulted in violation of the requirements of these Terms. If the Holder refuses to remedy the failures and/or comply with all of the Company's requirements within a reasonable time, at its sole discretion, the Companies belonging to such IQeon Holder will be kept by the Company without limit of time, but no longer than the period established by applicable law, after which the ownership right for IQeon will pass to the Company. Please note that IQeon, held on the balance of the Holders, is not cash in the understanding established by the applicable law and no interest is charged on them. For the entire period of storage of IQeon, to the extent permitted by applicable law, the Holder agrees not to bring the Project Team (as the whole or individual members of the Project Team), the Company, affiliated companies, subsidiaries, partners and related companies, employees, directors, employees and/or advisors of the Company to responsibility for any losses or special, incidental, direct, indirect or incidental damages of any kind arising or somehow connected with the sale of IQeon.

7. Acceptance of the IQeon Terms of Use

The Project Team will provide the Holder with these Terms and related information materials as a first step in the process of purchase. By placing an order for the acquisition of IQeon, the Holder: (i) accepts and agrees to these Terms; (ii) confirms and warrants that the holder is legally authorized to purchase IQeon in the jurisdiction of the Holder; (iii) confirms and warrants that the Holder is of sufficient age established by law in the jurisdiction of the Holder to acquire IQeon, or has obtained permission from a legal guardian who has reviewed and accepted these Terms; (iv) confirms and warrants that the Holder will be solely responsible for any restrictions and risks associated with the acquisition of IQeon, as set forth below;

(v) confirms and warrants that the Holder has experience of using and understanding the operating environment of cryptographic tokens such as bitcoin ("BTC") and software systems based on blockchain technology; (vi) confirms and warrants that the Holder is not a citizen of the United States or Singapore, and is not a citizen, resident and is not located in

the territory of the state (autonomous territories) in which activities related to ICO and operations with cryptocurrencies are prohibited or require special authorizations.

8. Independent confirmation of the IQeon purchase

During the process of IQeon purchasing on the Website, the Project Team will provide the Holders with a unique intermediate crypto-address. Using this address, the Holders may monitor and confirm that the Holder's crypto currency was received at this address. Knowledge of a unique intermediate address is not a receipt for purchase and/or does not indicate in any way that any party with such knowledge has ownership or possession rights for purchased IQeon.

9. E-mail for the purchase of IQeon

The Holder shall provide an email address (“E-mail”) to make an order as part of the process of purchasing IQeon. The e-mail specified by the Holder will be used to send notification on the creation of the Holder’s account on the Website. By IQeon purchasing, to the extent permitted by applicable law, the Holder agrees not to bring the Project Team (as the whole or individual members of the Project Team), the Company, affiliated companies, subsidiaries, partners and related companies, employees, directors, employees and/or advisors of the Company to responsibility for any losses or special, incidental, direct, indirect or incidental damages of any kind arising or somehow connected with the inability of the Holder to secure his account.

10. Purchase of IQeon during the Initial Sale is available exclusively through the Website

The purchase of IQeon is available only through the Website, available at the web address <https://iqeon.io>. If any third-party website or service offers to purchase IQeon at the time of the Initial Sale, ensures the sale or transfer of the IQeon in any way during the Initial Sale, we inform you that we have not permitted such third-party websites or services to perform similar operations and they have nothing to do with the Initial Sale, the IQeon ecosystem, the Team and the Company. We prohibit the use of these third-party websites or services to purchase IQeon prior to the completion of the Original Sale.

11. Fraudulent attempts of double-spending

The project team will monitor all potential transactions to prevent fraudulent attempts of double-spending. Any revealed double-spending will result in a situation where IQeon is not sent to the appropriate Holder.

12. The project team and the Company will not purchase IQeon during the Initial Sales Period

The project team and the Company guarantee that they will not purchase IQeon in their own sale during the Initial Sale period. In addition, the Project Team and the Company ensure that they will not purchase IQeon from any third party or in any way acquire rights for future IQeon control during the Initial Sale period.

13. Certain risks associated with the purchase of IQeon

The purchase of IQeon carries significant risks. Before purchasing IQeon, the Holder should carefully consider the risks listed below and, if necessary, consult a lawyer, an accountant and/or tax specialists before determining whether to purchase IQeon.

- i. It is possible that the value of the crypto-currencies collected during the Initial Sale period will significantly decrease in the future, depriving sufficient resources to continue working on the development of the IQeon ecosystem.

- ii. It is possible that the value of the cryptocurrencies collected during the Initial Sale period will significantly increase in the future. In this case, the Holders confirm their consent for remission of a claim for obtaining of positive difference in the value of the cryptocurrencies collected during the Initial Sale period, expressed in equivalent fiat currencies or in any other way, and recognize the right of the Project Team and/or the Company to use the additional funds received in the sole interest of the IQeon ecosystem development.
- iii. IQeon will be stored in the wallet that can only be accessed using the password selected by the Holder. Holders must safely store their password and secret recovery information in one or more backup locations separately from the primary storage location of the password. If the Holder does not keep their password and secret recovery information responsibly in order to prevent their loss and/or his compromise, this can lead to the loss of IQeon.
- iv. Any third party that has access to the E-mail can access the information sent to the Holder, which may include important information about the ownership of IQeon. The holder must take care not to respond to any inquiries related to the purchase of IQeon, including but not limited to letters and inquiries allegedly received by e-mail from a Web site or similar domain.
- v. Crypto-currencies remain subject to regulatory control by various regulatory bodies around the world. One or more regulatory requirements or regulations that may interfere with or limit the ability to continue development of IQeon ecosystem can influence the IQeon ecosystem, the Project Team and/or the Company.
- vi. It is possible that not a large number of Holders will use IQeon as the domestic currency of the IQeon ecosystem, and that there will be limited public interest in using the capabilities of the IQeon ecosystem. This lack of interest can affect the development of the IQeon ecosystem. The project team cannot predict the success of their marketing efforts or the efforts of other third parties. There are no guarantees of income or profit received as a result of the marketing activities of the Project Team and the development of the ecosystem in accordance with the approved road map.
- vii. The holder acknowledges that the IQeon ecosystem is currently in development and may undergo significant changes in the future. The Holder acknowledges that any expectations regarding the form and functionality of the IQeon ecosystem may not be justified for a number of reasons, including a change in the development strategy and priorities for the development of the IQeon ecosystem.
- viii. The Holder understands that even though the Project Team will make reasonable efforts to develop the IQeon ecosystem, it is possible that the IQeon ecosystem will jump ship, and perhaps all or part of the games, applications and services supporting transactions using IQeon will no longer be available to the Holders.
- ix. Hackers, other groups or organizations may attempt to steal funds collected during the Initial Sale period, which could potentially affect the ability of the Project Team and the Company to develop the IQeon ecosystem. From the perspective of this risk, the Project Team and the Company accept and will continue to take comprehensive precautions to protect funds collected from the sale of IQeon. Multifactor security measures will be taken to protect the collected funds and IQeon, including, among other things, physical elements, keys with multi-signatures, divided storage of funds, separation into “hot”/“cold” wallets and diversification. Moreover, security checks of “hot” and “cold” wallets and the necessary measures to reduce risks will be conducted on a regular basis.
- x. Current advances in code hacking techniques and technological advances, such as the development of quantum computers, can pose risks to the IQeon crypto-currency and ecosystems, which can lead to theft or loss of IQeon. To the extent possible, the Project Team and the Company intend to take the necessary measures to protect the code behind the IQeon ecosystem, taking into account the available advances in cryptography and the implementation of additional security measures, but cannot guarantee the success of any future security updates.

The loss or destruction of important IQeon ecosystem data resulting from the hacking of the code behind the IQeon ecosystem may be irreversible, which can adversely affect the cost of IQeon.

- x. As in the case of other crypto-currencies, the blockchain used in the operation of the IQeon ecosystem is susceptible to attacks. Any successful attacks pose a threat to the IQeon ecosystem and the correctness of conducting transactions with payments.
- xi. IQeon is a new product, the level of interest of Holders and the public to may affect the cost of IQeon in open markets. Factors affecting the further development of the digital assets industry, as well as the IQeon ecosystem, include:
 - a) continued worldwide growth in the introduction and use of IQeon and other digital assets;
 - b) state and quasi-public regulation of IQeon and other digital assets, their use or prohibition of use, regulation of access to software products supporting transactions using IQeon, or their operation;
 - c) support and development of IQeon ecosystem software;
 - d) changes in consumer demography, general trends and preferences;
 - e) availability and popularity of similar competitors' products, and;
 - f) general economic conditions and regulatory environment that affect the IQeon ecosystem and digital assets.
- xii. Claims related to intellectual property rights may adversely affect the operation of the IQeon ecosystem. Third parties may push claims in the field of intellectual property rights related to the storage and transfer of digital assets and their source code. Regardless of the importance evaluation of any intellectual property or the requirements of the presented legal actions, any threatening act that reduces the credibility of the long-term liveness of the IQeon ecosystem or the ability of the Holders to access their IQeon, store and use it may adversely affect the cost of IQeon. In addition, claims for intellectual property rights may prevent the Holders from gaining access to the IQeon ecosystem or the ability of the Holders to retain access to their IQeon, store and use it.
- xiii. Crypto-exchange services on which IQeon can be traded can be relatively new and rather unregulated and therefore may be more susceptible to fraud and malfunction than the long-running and regulated crypto-exchange services. To the extent that crypto currency exchange services that provide a significant part of the IQeon trading volume are fraudulent or have security problems or other operational problems, such interruptions in the operation of crypto currency exchange services can lead to lower prices and a negative impact on the cost of IQeon. The lack of stability in the operation of crypto-currency exchange services, the closing or suspension of the exchange of crypto currency services due to fraud, operation failure, hacker or malicious programs interference, or government-sanctioned regulation may reduce the credibility of the IQeon ecosystem and lead to greater IQeon price volatility.
- xiv. Political or economic crises can lead to the sale of large amounts of IQeon, which can lead to lower prices and a negative impact on the cost of IQeon. Digital assets, such as IQeon, which are relatively new, are subject to increased supply and demand effects based on the popularity of alternative investments, speculative expectations, the demand for decentralized funds for payments within games, applications and services supporting transactions using IQeon, and it is not known, how geopolitical events will influence such proposals and demand for them. Sales of large volumes of IQeon will lead to a decrease in the cost of IQeon.
- xv. It is possible that a digital asset other than IQeon may have properties that make it more desirable to purchase, which leads to a decrease in the demand for IQeon, which could adversely affect utilization capacity and the price of IQeon. There is a possibility that the compared product can become significantly more popular due to the supposed or disclosed shortcomings of the IQeon ecosystem that cannot be eliminated by the reasonable efforts of the Project Team and/or the Company at the desired time, or it was decided not to eliminate the shortcomings. If the compared product receives a significant market share, this could have a negative impact on the demand and price of IQeon.

- xvi. Crypto-currency transactions cannot be reversible, from the administrative point of view, reversible without the consent and active participation of the recipient of the transaction or, theoretically, monitored or agreed upon by the majority of computing power in the ecosystem blockchain. Operations with IQeon are irrevocable and, accordingly, stolen or incorrectly translated IQeon may be irretrievably lost. After the transaction has been confirmed and recorded in the block it is added to the block account, the operation with incorrect IQeon transfer or IQeon theft will not be reversible and there can be no compensation for such transfer or theft. Such losses can adversely affect the cost of IQeon.
- xvii. IQeon tokens will be released on Ethereum blockchain. Thus, any malfunction or unforeseen operation of the Ethereum protocol can affect the ability of the Holder to transfer or safely store IQeon. Such an impact can adversely affect the cost of IQeon.
- xviii. It is possible that for a score of reasons, including, but not limited to, the deterioration of business relationships or marketing strategies, the IQeon ecosystem and all subsequent marketing may not succeed because of the shortage of funds collected from the sale of IQeon.

14. Prohibition on participation in the Initial Sale

Some jurisdictions prohibit or restrict the conduct of Initial coin offering (other similar fund-raising models) and/or cryptocurrency transactions. In the interests of stable development of the IQeon ecosystem, we decided to forbid certain categories of individuals to purchase IQeon during the Initial Sale period.

We prohibit the purchase of IQeon by persons who are citizens, residents of the United States or Singapore or are within their territory at the time of the initiation of the transaction for the purchase of IQeon.

We prohibit the purchase of IQeon by persons who are citizens, residents or are within the territories of states (autonomous territories) where activities related to participation in the Initial coin offering (other similar fund-raising models) and/or operations with crypto-currencies are interdicted or require special permits.

15. All purchased IQeon are non-refundable

ALL COMPLETED PURCHASES OF IQEON ARE FINAL AND DO NOT ALLOW THE RIGHT OF RETURN OF THE FUNDS. BY THE PURCHASE OF IQEON, THE HOLDER CONFIRMS THAT HE IS AWARE OF THE ABSENCE OF THE RIGHT OF REFUND FOR ANY REASONS THAT THE PROJECT TEAM, THE COMPANY AND ANY OTHER PARTIES HAVE NO OBLIGATIONS TOWARDS THE HOLDER FOR REFUND OF FOR ANY REASON, AND THAT THE HOLDER WILL NOT RECEIVE MONEY OR ANY COMPENSATION IN ANY OTHER KIND, IF IQEON CAN NOT BE USED OR REMAIN UNUSED.

16. Taxation of IQeon and taxation of income received in the period of Initial Sale

The project team and the Company do not provide any professional advice on the tax consequences of purchasing, owning or using IQeon. Depending on the requirements of the applicable legislation, the jurisdiction of the Holder, transactions related to the purchase, ownership or use of IQeon may result in the occurrence of tax liabilities for the Holder at the time of IQeon purchase in the future. The Holder is fully responsible for determining whether the purchase, ownership and use of IQeon, the potential increase or decrease in the value of IQeon over time have tax consequences within the jurisdiction of the Holder. By purchasing IQeon and to the extent permitted by law, the Holder agrees not to hold the Project Team (all

or certain members of the Project Team) and/or the Company liable for any tax dues of the Holder related to the purchase, ownership and use of IQeon.

17. Privacy

In spite of the fact that the Holder's e-mail address is required, the Project Team and the Company shall not publish any identifying information related to the purchase of IQeon without the prior written consent of the Holder. Holders can receive messages on the current issues of the IQeon ecosystem operation and the maintenance of IQeon holders to E-mail.

18. AML/KYC policies

If at any time we decide that a separate Holder or all Holders shall provide additional information about themselves and the transactions that are being made, in order to comply with current applicable laws, regulations or recommendations in any jurisdiction, we are entitled to request from the Holders information about suspicious settlement transactions. We may also require Holders to provide additional information as required by legislation in any jurisdictions, including but not limited to suspicious transactions equivalent to \$ 2,000 or more.

We adhere to the policy of KYC (Know Your Customer) and AML (Anti Money Laundering) to comply with documentation requirements. We aspire, in necessary cases and reasonable limits, to identify each Holder by cross verification of the Holder's data according to government observatory lists, including the possibility of using third-party verification and authentication services. If the proposed transaction for the purchase of IQeon requires additional verification, we may require additional evidence of identification from the Holder, and we are entitled not to authorize any Holders' purchases of IQeon until the Holder provides an additional verifiable identity authentication for our check. Based on the results of verification, we at our discretion approve the transaction for the purchase of IQeon, or we refuse the approval.

By accepting these Terms and Conditions, the Holders acknowledge and agree that:

- (i) we maintain a level of verification that requires the participation of Holders and the verification of the possibility of obtaining our permission to purchase IQeon on the basis of information provided by the Holders, our ability to verify the Holders and compliance with our internal policies;
- (ii) the Holder may not be able to achieve the desired level of verification and approval for the purchase of IQeon;
- (iii) we reserve the right, in our sole discretion, to determine the appropriate level of verification for each Holder, as well as the right to refuse the approval of the purchase of IQeon at our own discretion and without giving reasons;
- (iv) we may from time to time adhere to policies that limit the levels of verification by nationality, country of residence or any other factor that may affect the right of the Holder to purchase IQeon;
- (v) the Holders shall not hold the Project Team (the whole or individual members of the Project Team), the Company, affiliated companies, subsidiaries, partner companies and related companies, directors, employees and/or advisors of the Company liable for any damages, including special, incidental, direct, indirect or related damages of any kind (including legal and any other costs) arising from or related to verification results (arising from a refusal to approve the purchase of IQeon, or the approval of the purchase of IQeon) now or in the future.

(vi) we reserve the right to reject payment for the purpose of the IQeon purchasing from any potential Holder if the Holder does not meet the AML/KYC requirements that we set or the Holder is unable to fulfill the terms of any verification and screening procedures; and

(vii) we may cooperate with law enforcement agencies and, among other things, take the appropriate measures permitted by law for any suspicion of the Holders' using of IQeon or participating in the sale of IQeon for any criminal purpose, including money laundering.

To prevent the use of the IQeon or the IQeon ecosystem for any criminal purpose, including money laundering and/or financing of terrorism, we may require the Holders to provide at least the following information:

a) name and surname of the Holder;

(b) a photograph of a passport or other equivalent document for the identification of the

Holder; c) documents confirming the address of residence/registration of the Holder;

d) proof of Holder's ownership of the e-mail

address; e) contact number of the Holder; and/or

f) documents proving the Holder's sufficient level of professional knowledge in the field of investment, cryptographic tokens and/or systems based on block chain supported software.

We may request both fully and partially specified information and documents, as well as require the provision of additional information at our own discretion.

19. Disclaimer of Warranties

THE HOLDER CLEARLY AGREES THAT THE HOLDER PURCHASES IQEON AT HIS OWN RISK AND THAT IQEON IS GIVEN ON THE TERMS "AS IS" WITHOUT ANY GUARANTEE, NEITHER EXPRESS NOR IMPLIED, INCLUDING, BUT NOT LIMITED TO, GUARANTEES OF OPERATIVITY OR IMPLIED GUARANTEES, OF COMMERCIAL VALUE OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY IF THE APPLICABLE LAW SETS BY THE WARRANTY PERIOD, BUT NOT MORE THAN THIRTY DAYS FROM THE DAY OF APURCHASE OF IQEON OR THE MINIMUM COMPULSORY PERIOD). WITHOUT LIMITATION OF THE ABOVE, THE PROJECT TEAM AND THE COMPANY DOES NOT GUARANTEE THAT THE IQEON PURCHASE PROCESS WILL NOT BE INTERRUPTED OR GOES WITHOUT ERRORS.

20. Limitations and exclusion of liability

THE HOLDER EXACTLY ACKNOWLEDGES AND AGREES THAT PERMITTED BY ANY APPLICABLE LAW, EXCLUSION OF LIABILITY CONTAINED HEREIN APPLY TO ANY DAMAGES OR LOSSES, WHICH WERE CAUSED BY OR ARE RELATED TO THE USE OF OR INABILITY TO USE IQEON OR IQEON ECOSYSTEM FOR ANY REASON OR CIRCUMSTANCE, IN ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT

LIMITATION, BREACH OF WARRANTIES, VIOLATION OF THE CONTRACT AND VIOLATION OF NON-CONTRACTUAL OBLIGATIONS (INCLUDING NEGLIGENCE), AND THAT THE PROJECT AND THE TEAM WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING PROFIT LOSSES, DAMAGE TO GOODWILL OR LOSS OF DATA, CAUSED IN ANY FORM IN CONNECTION WITH THE USE OR INABILITY TO USE, PURCHASE OR THE INABILITY TO PURCHASE IQEON. THE HOLDER FURTHER EXPRESSLY ADMITS THAT THE PROJECT TEAM AND THE COMPANY WILL NOT BE LIABLE FOR THE BEHAVIOUR OF THIRD PARTIES, INCLUDING OTHER IQEON HOLDERS, AND THAT THE IQEON PURCHASE RISKS FULLY REMAIN ON THE HOLDER, IN THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL THE PROJECT TEAM AND THE COMPANY HAVE ANY LIABILITY TOWARDS ANY HOLDER FOR THE AMOUNT MORE THAN THAT PAID BY THE HOLDER TO PURCHASE IQEON. SOME JURISDICTIONS DO NOT ALLOW THE REMOVAL OF CERTAIN WARRANTIES, LIMITATIONS, OR EXCLUSION OF LIABILITY FOR SOME DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND THE ELEMENTS UNDER CONDITIONS CANNOT BE APPLIED TO THE HOLDER. IN PARTICULAR, THESE TERMS ARE NOT APPLIED IF WILLFUL MISCONDUCT OR FRAUD VIOLATE THE RIGHTS OF ANY HOLDER OR IF A LIMITATION OF LIABILITY FOR SUCH DAMAGES SET FOR APPLICABLE LAW CANNOT BE APLIED.

21. Settlement of disputes

- a) The Project Team, the Company and the Holder (the “Parties”) agree to make due efforts to resolve any disputes, claims or demands arising between them in respect of the Initial Sale and their respective rights and obligations under these Terms (“Dispute”).
- b) If the Parties or their authorized representatives cannot resolve the Dispute within thirty (30) calendar days after the referring of this matter to them, the Parties will resolve the Dispute in accordance with clause “c” of this section. The claim procedure for settling disputes under these Terms is not mandatory for the Project Team and the Company.
- c) All disputes arising in connection with these Terms or related to them, which the Parties cannot resolve through negotiations, shall be resolved in the Arbitration Court of the Estonian Chamber of Commerce and Industry.

22. Force majeure circumstances

The project team and the Company are not liable for failure to fulfill their obligations solely because of:

- inevitable accident,
- delays in delivery of materials,
- embargo,
- state orders,
- acts of civil or military authorities,
- actions of conventional carriers,
- extreme conditions (including weather conditions) or
- any similar unforeseen event that makes the work commercially unjustified.

In case of force majeure circumstances, the party affected by the inability of the other party to fulfill its obligations may decide to suspend these Terms in full or in part during the period of validity of force majeure circumstances. The Party

facing force majeure circumstances shall cooperate with the injured party and assist it in all reasonable ways to minimize the impact of force majeure on the victim.

23. Full agreement

These Terms and Conditions establish full understanding between each Holder on the one hand, the Project Team and the Company on the other hand, with respect to the sale and purchase of IQeon. In evidence and facts related to the purchase of IQeon, the Holder agrees to rely only on these Terms when determining purchase decisions and understands that this document regulates the sale of IQeon, replacing any public Initial Sale statements made by third parties or the Project Team, or Company, or persons associated with the Project Team and/or the Company, in the past, now, and in the Initial Sales Period. The Holder acknowledges that there are no warranties, statements, conditions or agreements, expressed or implied, between the parties, other than those expressly provided in these Terms. In case of any discrepancy between any translated versions of these Terms, the version of these Terms and Conditions in Estonian shall prevail.

24. Changes

The Project Team and the Company reserve the right, at their sole discretion, to modify, alter, add or delete parts of these Terms at any time during the Initial Sale by publishing the amended Terms on the Website. Any Holder will be deemed to have accepted such changes to the Terms by purchasing an IQeon. If at any time the potential Holder disagrees with any part of the current version of the Terms, he (the Potential Holder) shall not purchase IQeon.

25. Separability

The Holder agrees that if any part of these Terms is found to be illegal or invalid, in whole or in part, such provision shall be invalid in respect of such jurisdiction solely to the extent that such determination of invalidity or unenforceability, without affecting the validity or the enforcement of any other method or jurisdiction and does not affect the remaining provisions of the Terms, which will continue to be in full force and will remain valid.

26. Waiver of rights

The inability of the Project Team and/or the Company to require or enforce strict compliance of any provision of these Terms by the Holder or failure of the Project Team and/or the Company to exercise any right under these Conditions shall not be considered as a waiver of the right of the Project Team and/or Company to any such provision or right in this or any other case. The expressed refusal of the Project Team and/or the Company from any provision, condition or requirement of these Terms is not a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and in particular set in these Conditions, no claims, approvals, agreements, waivers or other acts or omissions by the Project Team and/or the Company shall be deemed to be a modification of these Terms, nor shall they have legal effect, if they are not documented in a physical letter by the Holder in person and a diligently appointed official, representative or agent of the Project Team and/or the Company.

27. Cooperation on legal requirements

The project team and the Company will cooperate in all investigations, take part in litigation and provide answers to legal requests, provided that they are fully justified and legality is confirmed by legislation in the relevant jurisdictions. The project team and the Company will aspire to consider all received legal requests publicly.

28. Detailed information

For more information on purchase of IQeon, please send us a message to support@iqeon.io.