

## TOKEN CROWDSALE TERMS

PLEASE READ THESE TOKEN CROWDSALE TERMS CAREFULLY. NOTE THAT SOME SECTIONS OF THESE TERMS MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE TOKENS.

Your purchase of Capital Insurance UCY tokens ("**Tokens**") during the Crowdsale

(as defined below) from UniCrypto Token (*société anonyme*) organized under the laws of **British Virgin Island**, (referred together hereafter as the "**Company**," "**we**," or "**us**") is subject to these terms of sale ("**Terms**"). Each of you and Company is a "Party" and, together, the "**Parties**."

By purchasing Tokens from us during the Crowdsale, you will be bound by these

Terms and any terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [contact@unicrypto.io](mailto:contact@unicrypto.io)

You and Company agree as follows:

### **1. Commencement and Duration of Crowdsale**

Company will conduct a public sale of Tokens (the "**Crowdsale**"), which will begin

at 00.01 on 19 March 2018, (the "Launch Date" ) and end at 23.59 on 02 May, 2018 (the "Crowdsale End Date") or when USD 100,000,000 (hundred million U.S. Dollar (" USD" ) worth of Tokens (i.e. 500.000.000,00 (five hundred millions ) Tokens has been sold, whichever is earlier.

### **2. Eligibility**

In order to be eligible to participate in the Crowdsale and to log into the Crowdsale portal to make a purchase, you will have to provide us with your name, email address, residence address (your "User Credentials"). You must also have an Ethereum-compatible wallet that supports the ERC-20 token standard in order to receive any Tokens you purchase from us and provide the address for that wallet (the "Token Receipt Address"). We reserve the right to prescribe additional guidance regarding specific wallet requirements. Finally, if you select bitcoin (" BTC") or ethereum ("ETH") as your Payment Currency (as defined below) you

must provide us with a refund address to receive any necessary refunds (the "Refund Address"). For the avoidance of doubt, any refunds will be made in the Payment Currency not in USD. We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from the failure

to provide, or providing an inaccurate or incomplete Refund Address or Token Receipt Address. If you purchased Tokens from the Company prior to the Launch

Date, you are not eligible to participate in the Crowdsale.

The Company reserves the right to request additional information and apply an adequate verification procedure in case you intend to purchase Tokens for aggregate Purchase Price exceeding an amount equivalent to USD 50,000

(fifty thousand U.S. dollars).

### **3. Purchase and Sale of Tokens**

a. Price; Payment Currencies. The USD price per Token is USD 0,30 (thirty US cents) ("Price Per Token"). While the Price Per Token is set in USD, you must pay for Tokens in Ether ("ETH"), Bitcoin ("BTC").

b. Purchase Procedure and Purchase Tiers. During the Crowdsale, Tokens will be

available for sale in specified tiers by date of purchase ("Purchase Tiers").

After

logging into the Token Sale portal, depending on the date of your purchase you

will be assigned an applicable Purchase Tier. A fixed amount of Tokens will be available in each Purchase Tier. Once a Purchase Tier is exhausted, no further purchases will be accepted in that Purchase Tier. After you have been assigned a

Purchase Tier and selected a Payment Currency, the Crowdsale portal will display the Exchange Rate (as defined below) that will be applied to calculate your Purchase Price (also as defined below) for the Payment Currency you selected. We reserve the right, in our sole discretion, to modify any of the procedures described herein to account for network congestion or other technical challenges.

c. Purchase Price. Your quoted "Purchase Price" in the selected Payment Currency is equal to the USD value of your Purchase Tier (e.g., USD 0,30 (thirty

US cents) divided by the Exchange Rate (as defined below). The "Exchange Rate" will be the exchange rate between USD and your selected Payment Currency as sourced by the Company from [cryptocompare.com](https://cryptocompare.com) within approximately one (6) hour prior to the time of your purchase request. For the avoidance of doubt, to the extent the Exchange Rate varies from the then-current

rate on [cryptocompare.com](https://cryptocompare.com) the Exchange Rate will apply.

d. Purchase Price Must Be Received in full within 6 (six) hours. If we have not received the payment of the full Purchase Price in accordance with these Terms

within six (6) hours of the time that you receive your payment instructions, we reserve the right to cancel your purchase request and refuse to accept your payment of the Purchase Price. For the avoidance of doubt, the Purchase Price will be deemed to be paid in full once we have received three (3) network confirmations of the transaction. We reserve the right, in our sole discretion, to

modify any of the timelines described herein to account for network congestion or other technical challenges.

e. Payment of Purchase Price. You must pay the Purchase Price by sending the correct quantity of BTC, ETH (but not a combination of both)

to the unique address displayed to you via the Crowdsale portal. Your

purchase is

not guaranteed until we receive the full amount of the Purchase Price.

f. You agree not to allow anyone to use your User Credentials with any other person for the purpose of facilitating their unauthorized access to the Crowdsale.

If you do share your User Credentials with anyone we will consider their activities

to have been authorized by you. You alone are responsible for any acts or omissions that occur during the Crowdsale through the use of your User Credentials. We reserve the right to suspend or block your access to the Crowdsale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone associated with your User Credentials.

g. Delivery of Tokens. Company will deliver the quantity of Tokens you purchase

by the later of (i) four (4) weeks after the Crowdsale End Date (provided, however, that the Company reserves the right to extend the Token delivery deadline for up to two (2) additional weeks if necessary to address any unanticipated technical difficulties), or (ii) two (2) weeks after you have provided a

complete and accurate Token Receipt Address. For the avoidance of doubt, any such extension shall not affect the obligation of the Company and you to make and take delivery, respectively, of Tokens purchased.

h. Suspension of Crowdsale. At any time during the Crowdsale and at its sole discretion, Company may by notice on the Crowdsale portal mentioned in Section

3(b) above, temporarily or permanently suspend the Crowdsale for security reasons and such suspension shall take effect from the moment of publication of

such notice until the same is updated or removed from its website

( "Suspension

Period") . You agree not to send any contributions in any Payment Currency during such a Suspension Period and accept the risk that any contribution sent during such a Suspension Period may be lost in its entirety. Company is not responsible or liable for returning or refunding any losses incurred by you due to

sending a contribution during a Suspension Period.

#### **4. Purpose and Use of Tokens in UniCrypto**

a. The purpose of the Tokens is to facilitate creation of a decentralized ecosystem generally consisting of (i) a blockchain capital insurance regulated by smart contracts, (ii) a global challenge distribution system and secondary exchange regulated by smart contracts, and (iii) electronic wallet.

b. Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the expectation to use Tokens as a means to enable usage of and interaction with Services enabled by UniCrypto, if successfully completed and deployed. In particular, you understand and accept that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or

relating to UniCrypto and/or Company and its corporate affiliates, other than any rights relating to the provision and receipt of Services in the UniCrypto, subject to these Terms. The Tokens are not intended to be a digital currency, security, commodity, bond, debt instrument or any kind of financial instrument or investment carrying equivalent rights, nor are the Tokens intended to represent any form of money or legal tender in any jurisdiction, nor any representation of money (including electronic money). Accordingly, any protections offered by applicable law in relation to the purchase, holding and/or sale of the instruments and/or investments referred to in this Section (b) shall not apply to any contribution made under these Terms for the purchase of Tokens or to your holding or sale of Tokens.

#### **5. Possible Migration of Tokens**

a. The Tokens are being created as ERC-20 tokens on the Ethereum protocol. We reserve the right to migrate the ERC-20 based Tokens (the "Pre-existing Tokens") to another protocol and to generate replacement Tokens on the new protocol (the "Replacement Tokens") in the future, should we determine, in our

sole discretion, that doing so is necessary or useful to the operation of UniCrypto.

b. Should we decide to migrate the Tokens, we will notify you via the email address you provided to us at the time of the Crowdsale. You are solely responsible for updating us should your contact information change.

#### **6. Scope of Terms**

a. Unless otherwise stated herein, these Terms only govern your purchase of Tokens from Company during the Crowdsale.

b. Any use of Tokens in connection with providing or receiving Services by UniCrypto may be governed by other applicable terms and conditions and policies.

c. Cancellation: Refusal of Purchase Requests. All purchases of Tokens from us during the Crowdsale are final, and there are no refunds or cancellations except

as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our

sole discretion. To the extent the Company, in its sole discretion, decides to make

a refund, any refunds will be made in the Payment Currency not in USD. We are

not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Refund Address or Token Receipt Address.

#### **7. Token Creation and Allocation**

Important information about the Company's creation and intended use of the Tokens is provided whitepaper Exhibit. By purchasing Tokens, you acknowledge that you

have read, understand, and have no objection to whitepaper Exhibit.

#### **8. Acknowledgment and Assumption of Risks**

You acknowledge and agree that there are risks associated with purchasing,

owning, and using Tokens for the provision or receipt of Services in UniCrypto, as disclosed and explained in Whitepaper. BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

### **9. Security**

You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold Tokens purchased from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

### **10. Personal Information**

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling Tokens to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable laws or regulations.

### **11. Taxes**

Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of Tokens.

### **12. Representations and Warranties**

By sending the Payment Currency to purchase Tokens from us, you represent and warrant that:

- a. You have read and understand these Terms (including all Whitepaper):
- b. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN UNICRYPTO INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN WHITEPAPER.
- c. You have sufficient understanding of technical and business matters (including those that relate to the Services ), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of

purchasing Tokens;

d. You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks;

e. You have obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase Tokens;

f. You understand that the Tokens confer only the right to provide and receive Services in UniCrypto (and potentially contribute to the technical development of UniCrypto), and confer no other rights of any form with respect to the UniCrypto or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

g. You are purchasing Tokens solely for the purpose of receiving Services, participating in UniCrypto, and supporting the development, testing, deployment and operation of the UniCrypto, being aware of the commercial risks

associated with the Company and the UniCrypto. You are not purchasing Tokens

for any other purposes, including, but not limited to, any investment, speculative

or financial purpose;

h. Your purchase of Tokens complies with applicable laws and regulations in your

jurisdiction, including, but not limited to, (i) legal capacity and any other threshold

requirements in your jurisdiction for the purchase of the Tokens and entering into

contracts with the Company, (ii) any foreign exchange or regulatory restrictions

applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;

i. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;

j. If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of

such entity (references to "you" in these Terms refer to you and such entity, jointly);

k. You are not a citizen, lawful permanent resident or domiciled in the United States of America, Singapore, Canada, China or in any jurisdiction or country where such distribution of Tokens or use would be contrary to any law or regulation, or which would subject the Company, including their affiliates, or any

of their products or services to any registration, licensing or other authorization

requirement within such jurisdiction or country;

l. You are not (i) a citizen or resident of a geographic area in which access to

or

use of the Services or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to the U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual

employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S.

Department

of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent

and warrant that (i) such legal entity is duly organized and validly existing under

the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

m. making a contribution and receiving Tokens under these Terms is not unlawful

or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full

compliance with applicable laws (including, but not limited to, in compliance with

any tax obligations to which you may be subject in any relevant jurisdiction);

n. any contribution to be made by you for the purchase of Tokens is not derived

from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

unlawful activities; that:

o. p.

(i)

(ii)

you shall not use the Tokens to finance, engage in, or otherwise support any your Payment Currency shall be transferred to Company from a digital wallet is registered in your name or in the name of a person who is duly authorized by

you to transfer the Payment Currency and is eligible to do so under Section 2; is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory".

### **13. Indemnification**

a. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, attorneys, equity holders,

suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the " Company Parties" ) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your purchase or use of the Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or ( iv) your violation of any rights of any other person or entity.

b. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 13(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a

written agreement between you and the Company.

If UniCrypto don't realize the SoftCap ( 20 millions Dollar ) during the ICO, all the Investors or Tokens owner loss all their Invest.

#### **14. Disclaimers**

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

b. Neither these Terms nor the Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale.

c. No regulatory authority has examined or approved of any of the information set out in these Terms and/or the Whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these Terms and/or the Whitepaper does not imply that applicable laws, regulatory requirements or rules have been

complied with.

### **15. Limitation of Liability**

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

b. THE LIMITATIONS SET FORTH IN SECTION 15(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY .

### **16. Release**

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between participants in UniCrypto and the acts or omissions of any third parties.

### **17. Dispute Resolution**

In case of dispute arising out or in connection with these Terms and prior to bring

an action before the court of competent jurisdiction as set forth in this Section 17,

the Parties agree that they shall attempt to resolve their dispute through good faith conciliation procedure. Thus, each Party will notify the other Party in writing

of any claim or issue within thirty (7) days of the date it arises. Notices to the Company shall be sent by e-mail to the Company at [contact@unicrypto.io](mailto:contact@unicrypto.io).

Notice to

you shall be sent by email to the email address you provided to us as part of your

User Credentials. All notices must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the claim or issue, and (iii) the specific relief that you are seeking.

If you and the Company cannot agree how to resolve the dispute within thirty (730) days after the date notice is received by the applicable Party, then such dispute shall be referred to the competent courts in the district of British Virgin Islands.

### **18. Governing Law**

These Terms shall be governed by and construed in accordance with laws of British Virgin Islands

### **19. Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

### **20. Right to change Terms**

The Company reserves the right to update or otherwise change these Terms, on its own discretion, at any time and without prior notice. In the event that any changes are made to these Terms, the revised version of these Terms will be made available on Company's website.

Accordingly, you acknowledge that it is your responsibility to check the Company's website to inform yourself of any changes and you expressly agree to abide by the most recent version of these Terms.

### **21. Miscellaneous**

These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable

for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control.

Purchasing Tokens from us does not create any form of partnership, joint venture,

or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us

and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.