



# Sales of the Utility Token to Use the Services of the Platform

## Terms and Conditions

I agree to the Sales of the Utility Token to Use the Services of the Platform Terms and Conditions of “NCRYPTO.IO” project.

### DEFINITIONS

“**Accounts**” mean addresses of ETH, BTC, EURO on which Individuals will transfer their payments for the reasons (aims) of the Sales of the Utility Token to Use the Services of the Platform.

“**Blockchain**” Means a digital ledger in which bitcoin or another cryptocurrency transaction are recorded chronologically and publicly.

“**Company**”/ “**Ncrypto Networks OU**” is company organized in Estonia, under the laws of Estonia. Ncrypto Networks OU will be final receiver of the donations gained by Sales of the Utility Token to Use the Services of the Platform. All donations will be spent by Ncrypto Networks OU according to Terms and White Paper

“**Cryptocurrency**” Means a digital currency in which encryption techniques are used to regulate the generation of the units of currency and to verify the transfer of funds.

“**Individual**” A person interested in buying the Utility Tokens

“**NCRYPTO.IO**” Means trade mark of NCRYPTO.IO platform.

“**NCR**” Ticker (name) on the token.

“**NCRYPTO.IO project team**” means Team which will control the funds received by the Sales of the Utility Token to Use the Services of the Platform.

“**Owner of the Utility Token**” An Individual who bought the Utility Tokens through the Sales of the Utility Token to Use the Services of the Platform

“**Terms**” Means these terms and conditions.

“**Website**” Means <http://www.ncrypto.io>.

“**White Paper**” Means the white paper setting out the concept of NCRYPTO.IO crowdfunding, which can be found at <http://www.ncrypto.io>

## **1. This document**

1.1 These terms and conditions and any terms and conditions published from time to time on the Website constitute the legal relationship and agreement between you, and Company in respect of your participation in the Sales of the Utility Token to Use the Services of the Platform, receiving and holding Tokens, and your use of the Website.

1.2 By using the Website and participating in the Sales of the Utility Token to Use the Services of the Platform you agree to these Terms. Company reserves the right to amend the terms and conditions at any time and such amendments will be effective immediately upon publication on the Website. By continuing to use the Website and participating in the Sales of the Utility Token to Use the Services of the Platform you accept such amendments.

1.3 If you do not agree to these terms and conditions, you must refrain from using the Website and participating in the Sales of the Utility Token to Use the Services of the Platform.

## **2. Website**

2.1 Company reserves the right, at its sole and absolute discretion and without giving prior notice, to:

(a) vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and

(b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. No member of Company will be liable for any Loss which may be incurred as a result of such action.

## **3. Sales of the Utility Token to Use the Services of the Platform**

3.1 Individuals will buy Utility Tokens to Use the Services of the Platform

3.2 Tokens impart no rights, express or implied, other than the ability to receive any rewards described in the Whitepaper, if NCRYPTO.IO platform is successfully developed and manufactured. In particular, owners of Utility Tokens will not have any influence in the development or governance of Ncrypto Networks OU (NCRYPTO.IO project), and Tokens do not represent or constitute any ownership right or stake, share or 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 Ncrypto Networks OU (NCRYPTO.IO project). The sole and exclusive usage rights of these intellectual property rights are held by and assigned to Ncrypto Networks OU and its nominees.

3.3 Sales of the Utility Token to Use the Services of the Platform will be conducted via the Website and will consist of taking payments and providing Utility Tokens in recognition of such payments. Individuals may pay using the crypto-currencies notified on the Website and/or fiat currencies. Failure to follow the Sales of the Utility Token to Use the Services of the Platform instructions on the Website may limit, delay, or prevent an Individual from buying Utility Tokens. Any questions about such instructions should be directed to [info@ncrypto.io](mailto:info@ncrypto.io).

3.4 By participating in the Sales of the Utility Token to Use the Services of the Platform you agree to not hold any NCRYPTO.IO project team members or Company liable for any Loss arising out of, or in any way connected to, your failure to properly secure and keep private your email address and any password used in connection with the Sales of the Utility Token to Use the Services of the Platform.

#### **4. Creation of Tokens**

4.1 Tokens will be created and provided to Owners of the Utility Tokens during the the Sales of the Utility Token to Use the Services of the Platform depending on a way Individuals make payments. Payments in fiat may cause the delay in Tokens provision that in its turn may cause the less rate and delay of time-based bonus allocation.

4.2 The number of Tokens that may be generated will be capped at 100.0 (one hundred) million.

4.3 Tokens distributed in recognition of payments received on Accounts during the the Sales of the Utility Token to Use the Services of the Platform will constitute 52% of the total number of Tokens generated. 10% will be designated to early participants during the presale stage, 5% of Tokens to bounty program, 3% to Advisors, 20% to the NCRYPTO.IO team members, 20% to Development Fund.

#### **5. Bonus Tokens**

5.1 Bonuses are available during the period of the private presale and published on the Website.

5.2 Company may determine in its absolute discretion that any other bonuses may apply during the pre-sale period and the Sales of the Utility Token to Use the Services of the Platform.

#### **6. Disclosure of Purchases**

All Token purchases made during the Sales of the Utility Token to Use the Services of the Platform will be publicly viewable via the Website.

#### **7. Obligation to determine Individual can participate in Individual's jurisdiction**

It is the responsibility of each Individual interested in the Sales of the Utility Token to Use the Services of the Platform to determine if the Individual can legally participate in the Sales of the Utility Token to Use the Services of the Platform, make payments to Accounts, and receive and hold Tokens in the Individual's jurisdiction.

#### **8. Acceptance of Sales of the Utility Token to Use the Services of the Platform terms and conditions**

8.1 By using the Website and participating in the Sales of the Utility Token to Use the Services of the Platform you represent and warrant that you:

(a) are legally permitted to participate in the Sales of the Utility Token to Use the Services of the Platform, make payments to Accounts, or receive and hold Tokens in your jurisdiction;

(b) are of a sufficient age to legally participate in the Sales of the Utility Token to Use the Services of the Platform, make payments to Accounts, or receive and hold Tokens;

(c) are not participating in the Sales of the Utility Token to Use the Services of the Platform, making payments to Accounts, or receiving and holding Tokens for an illegal purpose;

(d) have an understanding of the usage and intricacies of crypto-currencies, cryptographic tokens and blockchain-based software systems.

8.2 Further, by using the Website and participating in the Sales of the Utility Token to Use the Services of the Platform you acknowledge and agree that:

- (a) you take sole responsibility for any restrictions and risks associated with participating in the Sales of the Utility Token to Use the Services of the Platform, making payments to Accounts, or receiving and holding Tokens, whether referred to in these terms and conditions, arising under any applicable law or otherwise;
- (b) you waive the right to participate in any class action lawsuit or any class wide arbitration against any member of Company or NCRYPTO.IO project team member;
- (c) you are participating in the Sales of the Utility Token to Use the Services of the Platform, making payments to Accounts, and receiving and holding Tokens to facilitate the development, testing and deployment of NCRYPTO.IO platform;
- (d) the proposed outcomes discussed in the Whitepaper may not be achieved;
- (e) Tokens may not provide the rewards envisaged;
- (f) participating in the Sales of the Utility Token to Use the Services of the Platform, making donations to Ncrypto Networks OU, or receiving and holding Tokens do not grant any decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of Ncrypto Networks OU;

## **9. The Sales of the Utility Token to Use the Services of the Platform on Website only**

9.1 The Sales of the Utility Token to Use the Services of the Platform will hold only via the Website. To the extent that any third party website or service takes payments on Accounts, provides Tokens during the Sales of the Utility Token to Use the Services of the Platform, or facilitates payments on Accounts or the provision of Tokens in any way during the Sales of the Utility Token to Use the Services of the Platform or at any time up to the launch of NCRYPTO.IO platform, such third party websites or services are not in any way supported, endorsed or sanctioned by Ncrypto Networks OU and have no relationship in any way with Ncrypto Networks OU or NCRYPTO.IO project.

9.2 The only official and authorized Sales of the Utility Token to Use the Services of the Platform website URL controlled by Company is <http://www.ncrypto.io>. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

9.3 By participating in the Sales of the Utility Token to Use the Services of the Platform, making payments on Accounts, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any NCRYPTO.IO project team or Company) may be held liable for any Loss arising out of, or in any way connected to your participation in the Sales of the Utility Token to Use the Services of the Platform, payments on Accounts, or receiving and holding Tokens in any manner other than via the Website.

## **10. Limitations on receiving Tokens**

10.1 There will be limitation in the minimum amount of Tokens provided during the Sales of the Utility Token to Use the Services of the Platform – 100 (one hundred) for pre-sale and to be defined number for the Sales of the Utility Token to Use the Services of the Platform. Subject to clause 12.2, a party may receive any number of the total Tokens provided.

10.2 However, all Tokens provided during the Sales of the Utility Token to Use the Services of the Platform will constitute 52% of the total number of Tokens generated. The number of Tokens that may be totally generated in total will be capped at 100.0 (one hundred) million.

## **11. Fraudulent attempts to double spend cryptocurrency**

Company will monitor all potential transactions for attempts to double spend any cryptocurrency or cryptographic tokens during the Sales of the Utility Token to Use the Services of the Platform. Any detected double spend will result in no Tokens being provided to the relevant party.

## **12. NCRYPTO.IO will receive Tokens during the Sales of the Utility Token to Use the Services of the Platform**

Company will receive 20% of all Tokens as a remuneration of NCRYPTO.IO project team.

## **13. Warning: do not participate in this Sales of the Utility Token to Use the Services of the Platform if you are not familiar with or do not understand cryptographic tokens, cryptocurrency, and blockchain-based software systems.**

13.1 Only parties having significant experience with, or an understanding of, the use and intricacies of Crypto-token Technology should participate in the Sales of the Utility Token to Use the Services of the Platform.

13.2 While Company will provide general guidelines in relation to use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with Crypto-token Technology. While Company will be available to assist you during and after the Sales of the Utility Token to Use the Services of the Platform, no NCRYPTO.IO (or Company) Party will be liable for any Loss arising out of, or in any way connected to any actions taken by, or any omissions by any Individual.

## **14. Warning: Token price may experience extreme volatility**

14.1 Cryptographic tokens or crypto-currencies that possess value in public markets, such as BTC and ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Company (Ncrypto Networks OU) cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions, and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in different jurisdictions.

14.2 By participating in the Sales of the Utility Token to Use the Services of the Platform, making payments on Accounts, or receiving and holding Tokens, you acknowledge and agree that you fully understand that Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Company or NCRYPTO.IO project Party) may be held liable for any Loss arising out of, or in any way connected your participation in the Sales of the Utility Token to Use the Services of the Platform, payments on Accounts, or receiving and holding Tokens.

## **15. Warning: Receiving Tokens has a number of risks**

15.1 Tokens carry risk. Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in the Sales of the Utility Token to Use the Services of the Platform, making payments on Accounts, or receiving and holding Tokens, you acknowledge and agree that you understand the risks described below and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Company or NCRYPTO.IO project member) may be held liable for any Loss arising out of, or in any way connected with your participation in the Sales of the Utility

Token to Use the Services of the Platform, payments on Accounts, or receiving and holding Tokens or such risk.

15.2 Dissolution of NCRYPTO.IO due to a diminishment in the value of other Crypto-token Technology. All Individuals are using cryptographic tokens or crypto-currencies to participate in the Sales of the Utility Token to Use the Services of the Platform, make payments, or receive and hold Tokens. While some of these may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive Company or NCRYPTO.IO of sufficient resources to continue to operate.

15.3 Regulatory action in one or more jurisdictions. Crypto-token Technology has been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. Company and Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Company to finance the activity of Company to develop NCRYPTO.IO platform.

15.4 Insufficient interest in NCRYPTO.IO platform. It is possible that NCRYPTO.IO platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of NCRYPTO.IO platform. NCRYPTO.IO will contract with developers to help build NCRYPTO.IO platform, and is working with third-party developers around the world to create an interest in NCRYPTO.IO platform. However, NCRYPTO.IO cannot predict the success of these development efforts or the efforts of other third parties.

15.5 NCRYPTO.IO platform, as developed, will not meet Token holder expectations. Individuals acknowledge that NCRYPTO.IO platform is currently under development and may undergo significant changes before release. Individuals acknowledge that any expectations regarding the form and functionality of NCRYPTO.IO platform held by the Individual may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of NCRYPTO.IO platform.

## **16. Refund for Payments**

All payments on Accounts are final and non-refundable. By participating in the Sales of the Utility Token to Use the Services of the Platform, you acknowledge that Company or NCRYPTO.IO is not required to provide a refund, and that you will not receive money or other compensation in lieu of a refund.

## **17. Acceptance of terms and conditions of the Sales of the Utility Token to Use the Services of the Platform**

By participating in the Sales of the Utility Token to Use the Services of the Platform, you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Whitepaper, the Website and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.

## **18. Taxation**

Company or NCRYPTO.IO project team makes no representations concerning the tax implications of participating in the Sales of the Utility Token to Use the Services of the Platform, making payments on Accounts, or receiving and holding Tokens. You bear the sole responsibility for determining or assessing the tax implications of your participation in the Sales of the Utility Token to Use the Services of the Platform, payments on Accounts, or receiving and holding Tokens in all respects and in any relevant jurisdiction. By participating in the Sales of

the Utility Token to Use the Services of the Platform, making payments, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Company or NCRYPTO.IO Party) may be held liable for any Loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Sales of the Utility Token to Use the Services of the Platform, payments on Accounts, or receiving and holding Tokens.

## **19. Privacy**

19.1 Except as otherwise provided in these terms and conditions or on the Website, Company or NCRYPTO.IO will not publish any identifying information relating to you without your prior written consent.

19.2 Individuals may be contacted by email by Company regarding the Sales of the Utility Token to Use the Services of the Platform. Such emails will be informational only.

## **20. Intellectual Property**

20.1 All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of Ncrypto Networks OU. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach these terms and conditions.

## **21. Obligation to determine Individual can participate in Individuals's jurisdiction**

It is the responsibility of each potential Individual to determine if the Individual can legally participate in the Sales of the Utility Token to Use the Services of the Platform, make payments to Accounts, and receive and hold Tokens in the Individual's jurisdiction.

## **22. Cooperation with legal authorities**

Company or NCRYPTO.IO will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdiction.

## **23. Jurisdiction of the Sales of the Utility Token to Use the Services of the Platform**

The legal entity conducting the Sales of the Utility Token to Use the Services of the Platform, Ncrypto Networks OU, is organized in Estonia, under the laws of Estonia.

## **24. Force majeure**

Company or No NCRYPTO.IO Party is liable in any way for failure to perform due to any Force Majeure Event. By participating in the Sales of the Utility Token to Use the Services of the Platform, making payments on Accounts, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any Company or NCRYPTO.IO Party) may be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

## **25. Complete agreement**

25.1 These terms and conditions together with any terms and conditions published from time to time on the Website, set out the entire understanding each Individual and Company in relation to your participation in the Sales of the Utility Token to Use the Services of the Platform, payments on Account, or receiving and holding Tokens.

25.2 To the extent this document conflicts with the Website or any other document, including but not limited to the Whitepaper, this document prevails.

25.3 To the extent that these terms and conditions, any terms and conditions published from time to time on the Website, the Whitepaper conflict with translated copies, the English version prevails.

## **26. Severability**

If any provision of these terms and conditions is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

## **27. No waiver**

The failure of Company or NCRYPTO.IO to require or enforce strict performance of any provision of these terms and conditions or Company's failure to exercise any right under these terms and conditions shall not be construed as a waiver or relinquishment of Ncrypto Networks OU's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by Company of any provision, condition, or requirement of these terms and conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these terms and conditions, no representations, statements, consents, waivers, or other acts or omissions by Company or NCRYPTO.IO shall be deemed a modification of these terms and conditions or be legally binding.

## **28. Disclaimer of warranties**

28.1 The Individual expressly agrees that the Individual is participating Sales of the Utility Token to Use the Services of the Platform, making payments on Accounts, and receiving and holding Tokens at their own risk and that Tokens are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law).

28.2 Without limiting clause 28.1, Company or NCRYPTO.IO does not warrant that the process for participating in the Sales of the Utility Token to Use the Services of the Platform, making payments on Account, or receiving and holding Tokens will be uninterrupted or error-free.

## **29. Indemnity**

You will indemnify the Company or NCRYPTO.IO Parties, from and against all Loss in any way arising out of your participation in the Sales of the Utility Token to Use the Services of the Platform, payments on Accounts, or receiving and holding Tokens, or your use of the Website.

## **30. Forward looking statements**

30.1 The Whitepaper, Website and Business Outline may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as "believes," "expects," "does not expect," "is expected," "targets," "outlook," "plans," "eta", "scheduled," "estimates," "forecasts," "intends," "anticipates" or "does not anticipate" or variations of such words and phrases or statements that certain actions, events or results "may," "could," "would," "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of NCRYPTO.IO to be materially different from any future results, performance or achievements expressed or implied by the forward-looking



statements. Although Company and NCRYPTO.IO believes it has a reasonable basis for making these forward-looking statements, you must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

30.2 By participating in the Sales of the Utility Token to Use the Services of the Platform, making payments on Account, receiving and holding Tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks in clause 31.1, and to the extent permitted by applicable law, you agree that no other party (including, without limitation any Company or NCRYPTO.IO Party) will be held liable for any Loss arising out of, or in any way connected with your participation in the Sales of the Utility Token to Use the Services of the Platform, payments on Account, receiving or holding Tokens or use of the Website.

### **31. Acknowledgement**

Use of NCRYPTO.IO platform and receiving Tokens may carry financial risk. You acknowledge and agree that in no event shall any Company or NCRYPTO.IO Party be liable or responsible for any Loss in any way arising out of your participation in the Sales of the Utility Token to Use the Services of the Platform, payments on Account, receiving and holding Tokens, or use of the Website and all Company or NCRYPTO.IO Parties are hereby released by the Individual from liability for any and all such Loss.

### **32. Governing Law**

The Sales of the Utility Token to Use the Services of the Platform, these terms and conditions and any aspect directly or indirectly related to them including NCRYPTO.IO project and/or the Individual are governed by Estonia law. The Courts of Estonia shall have exclusive jurisdiction over the Sales of the Utility Token to Use the Services of the Platform, these terms and conditions and any aspect directly or indirectly related to them including NCRYPTO.IO and/or the Sales of the Utility Token to Use the Services of the Platform, to which you agree unconditionally and submit yourself to such governing law and courts.