

Terms & Conditions

Last Updated on 10/2022

Terms and Conditions of the sale of TEPCOIN token

The Terms and Conditions (hereinafter the „T/terms“ or “T/terms & C/conditions or the “T&C” or the “A/agreement”) **apply to the buyer of the TEPCOIN token** (“TEPCOIN Token” or „T/token“) created by the TEPfactor Experiences s.r.o., a company existing under the Czech republic with company registration no. 05303044 and having its registered office at Kaprova 42/14, Staré Město, 110 00 Praha 1 (the “C/company”). Please read these Terms carefully before participating to the Token sale. The T&C affect User’s obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If User does not agree to these Terms, do not acquire Tokens.

Acceptance of Terms and Conditions

Under these Terms & Conditions of the sales of TEPCOIN Token via website tepcoin.com (hereinafter as “P/platform” or “W/website), the contract of barter may be concluded between the user (hereinafter as “User” or “B/buyer” or “C/contributor”) of the platform and the Company.

Headings

The headings of articles or provisions in these Terms are used only to provide better orientation and shall not be used to interpret or limit interpretation of any such article, provision or of these Terms as a whole.

I. Acknowledgement

There is no assurance that the barter of any tokens or rights to tokens will be deemed compliant by any regulatory authority, including but not limited to the securities and exchange commission, internal revenue service, European securities and markets authority, any European tax authority, and any agency enforcing commodities law of any jurisdiction. Prospective parties to this agreement should not construe this agreement or any other attendant communications as legal, investment, tax, regulatory, financial, accounting or other advice. Prior to bartering any tokens or rights thereto, User should carefully review any risk factors that are provided or otherwise are risk factors associated with the barter of any tokens and consult with User’s own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, risks, and other consequences of such transaction. The tax and securities treatment of this agreement, the barter rights contained therein and any token distribution is uncertain. There may be adverse tax, securities, or legal consequences for token contributors upon certain future events. A barter pursuant to this agreement by contract of barter may result in adverse tax or securities consequences to token contributors, including but not limited to withholding taxes, income taxes, sales or use taxes, rescission, tax reporting and securities registering requirements. Each token contributor should consult with and must rely upon the advice of its own professional tax advisors and attorneys with respect to his country and non-tax treatment of a barter through this agreement and the rights contained therein this simple barter agreement for future tokens has not been registered under the securities act or under the securities laws of certain states. This simple barter agreement for future tokens may not be offered, sold or otherwise transferred, pledged or hypothecated except as permitted herein.

This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. The token sale is only for sophisticated users who are knowledgeable in the features and risks of relevant blockchain technology.

II. Definitions

TEPCOIN Token means a utility token created by the Company. Token is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the TEPCOIN Token network to malfunction or operate in a way that is not expected. Token means the object and any rights described herein which is hereby granted to the Token Contributor;

Person means any natural person or legal entity and, unless the provisions or context of the Terms imply otherwise, a Person shall be construed to also include the User;

Platform means the application available through the Website or any smart or mobile device application provided by the Company, which enables Users to acquire the Tokens and to create, provide, publish, access and use any permitted content;

Request means the request of the registered User to acquire the Tokens, made in the form required by these Terms;

Payment Currency means Bitcoin or fiat currency (CZK) The Price per Token is set in Czech crowns. However buyers may pay for Tokens in Bitcoin (BTC), or with bank transfer (each referred to as a Payment Currency); The Price Per Token equivalent in the selected Payment Currency will be determined using an exchange rate between CZK and the selected Payment Currency sourced by Token Generator from the index prices for such Payment Currency published by cryptocompare.com (or a similar service). The Token Generator will source an exchange rate daily at 1:00 pm UTC (the ER Source Time) using an average of the prices published by cryptocompare.com for the applicable Payment Currency for the 24-hour period immediately preceding such ER Source Time. The exchange rate set at the ER Source Time most recently preceding the time of the Request will be used for such purchase of Tokens, unless this Token Sale Agreement provides otherwise. For certainty, where a Buyer pays for the Tokens in CZK, the exchange rate used to determine the Price Per Token will be 1:1 as the Payment Currency is set in CZK;

Restrictions mean any restrictions applicable to the User or other Person, including any restrictive order, limitation of his legal capacity or capacity to act, and any other restriction imposed by any applicable law, regulation or a decision of a public authority or government body, which would restrict, prohibit or put in doubt his ability or right to access or use the Platform, or to access or use of any of its functionalities;

Terms mean these Terms and Conditions or T&C, **Terms and Conditions of the Company** and, unless the context requires otherwise, also the terms and conditions of any official document referenced in the Terms and Conditions, all of the above as amended or updated from time to time, as the case may be. In case the User and the Company enter into any agreements or arrangements in addition to the Terms and Conditions, the reference to the Terms shall be deemed to refer also to the provisions of such arrangements or agreements;

User means any Person accessing or using the Platform or any of its functionalities, including any person attempting to do so in any way.

Hack means any virus, trojan horse, worm, backdoor, or other software, hardware, or blockchain code or tool that devices the effect of which is to permit the unauthorized access to, or to disable, erase, modify or otherwise harm or deprive, the Token Contributor's lawful right to use the Token or the Company's blockchain-based platform(s).

Investigation means the initiation of any investigation of the Company, Token or any rights associated with the Token by a securities, tax, commodities or financial regulatory agency or entity.

Network Launch means the development and launch of a minimum viable Token of the Company's blockchain-based enterprise relationship platform.

Additional definitions may be added in any of the clauses in these Terms and denoted with the first letter in capitals. For the sake of clarity, the new definition may be marked within quotes.

By acquiring the TEPCOIN Token during the token sale period (the "Token Sale") User will be bound by Terms, and all terms incorporated by reference. Acquisition of TEPCOIN Tokens is subject to these T&C.

The User undertaking to acquire TEPCOIN Tokens in relation to the Token Sale should ensure that User understands and has significant experience of cryptocurrencies, blockchain systems and services, and that User fully understands the risks associated with the Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.

III. User registration and Compliance

To become registered as the User, a Person must duly and correctly fill in and enter the registration form through the Platform or the Website. To become registered User, the User must provide true and complete information requested in the Registration Form, as well as any additional steps or actions required by instructions included in the Process (e.g., User confirmation of his registered email address). After receiving an e-mail with confirmation of the registration to the platform a person becomes a registered User.

Acquisition Request

The User may acquire ownership of the Tokens only after filling out and entering the Request, expressly consenting to all terms which are applicable to the User, comprising the Terms and any other documents to which the Terms refer, after contributing in full the Price and any other fees mandatory under the Terms or any other official document by the Company.

IV. Acquisition or Barter of TEPCOIN tokens

By accessing the platform, the buyer confirms that he has become acquainted with these T&C, which forms an integral part of the pre-contractual notice and agrees with their wording valid and effective at the time of sending the order.

In accordance with these T&C, the Company (as the seller) undertakes to transfer the right of ownership in the Tokens to the buyer and the buyer undertakes to transfer the right of ownership in an acquisition or barter price i.e. the amount of Payment currency (hereinafter the "Price"). The proposal for the conclusion of this agreement (the offer) is the placement of a Token offer on the website by the seller via the Company, or another form of advertisement.

The Agreement is entered into and becomes effective when the User's order is delivered to the seller.

The buyer fulfils the agreement by sending the Price to the seller's cryptocurrency wallet. If the buyer fails to execute the transaction within fifteen minutes from the moment of confirmation of receipt of the order by the seller, the seller is entitled to withdraw from the Agreement for this reason.

Alternatively, the Price can be sent from a fiat bank account in CZK via bank transfer or with bank card. The Buyer's purchase is not guaranteed until seller receives the full amount of the Price and the Token Sale has concluded.

The seller reserves the right to ownership of the Tokens until the buyer has fully paid the Price.

User shall receive the Company's Token after the network launch.

Token can be purchased only by registered buyers. Buyers can register free of charge on the website via the registration form and process. Buyer does not pay for postage and packing.

Token prices are contractual and may vary depending on the supply and demand, as well as the market itself, and are listed without VAT and any fees set by law.

V. Token sale process

The Company may offer the Tokens to the Users at its own discretion in one or several phases. The times, pricing and other information about the sale and promotional programs shall be published on the Website and/or other official documents or channels used by the Company, or shall be communicated to the Users directly via any non-verbal means and channels, same like via viral technologies or social media.

During any of the Company's Token sales, User may be required to acquire or barter a certain number of the Company's Token ('Minimum Contribution'). The Company in its sole discretion may reject or void any amount below the Minimum Contribution. All purchases (barters) of the Token are final, and no refunds shall be offered other than as described herein. The Company reserves the right to cancel or suspend the sale of its Tokens, in which case, Company may return User's acquisition price or barter in full, subject to deductions for any and all administrative, Company's fee or any other third-party or other transaction fees or charges that may be incurred in connection with such return. User agrees to be solely responsible for any and all administrative, third-party or other transaction fees or charges that may be incurred in connection with such return.

Any Token acquisition or barter is subject to and contingent upon the Company's verification of User's identity and shall be in accordance with the Company's Policy (as defined herein). The Company may reject any FIAT or BTC sent from any account or wallet, digital or electronic address if User does not strictly comply with the terms and conditions herein.

The Company reserves the right to lock down the Tokens, or some of them, for a fixed period of time, so they cannot be transferred after their listing on a cryptocurrency exchange if the exchange requires so or if necessary. The lockdown period shall be set by the Company or by the cryptocurrency exchange.

VI. Legal duties concerning acquisitions of Tokens

No multiple registrations

The User or other Person may not register more than once to use the Platform. For these purposes, no User or other Person is entitled to use fake profiles, fake identity, identity of another Person, or another User's profile or registration data to check in or register with the Company or to use the Platform. No User or other Person shall use or attempt to use the systems of automated registration. This is what every user claim to be honest.

Obligation to notify third Person's breach

Any User accessing or using the Platform is obliged to comply with all of the Terms and with the laws applicable to him. Should the User learn of any breach of these Terms or of the applicable laws by any third Person, the User shall promptly notify the Company of such breach and provide identification of such third Person, if such Person is known to the user. If the prompt notification is impossible, the User shall notify the Company of such breach without unnecessary delay.

Obligation to update information

It is the User's sole responsibility to keep all the information and data provided to the Company up to date so that the Company can use them for the purposes of communication, transfers and other legitimate purposes. The User acknowledges and agrees that any communication or transfer made by the Company, which is based on the latest information and data provided by the User, shall be deemed duly made. However, unless the Company expressly confirms otherwise to the User, the information update or new information provided by the User to the Company shall be considered made and effective from 00:01 GMT of the business day immediately following the day the information, data, or their update was demonstrably delivered to the Company. The User acknowledges and agrees that he is solely responsible and liable for any damage, harm, loss, breach, tort, crime or any other offence caused by or resulting from the Company's use of the inaccurate, insufficient or false information provided to the Company by the User.

Communication and costs

The User expressly agrees that all communication between him and the Company shall be carried out through the electronic solutions, mainly through the Platform. This does not prevent the right of the Company to introduce and communicate with the User by other electronic means of communication, such as e-mail, text messages, social media channels, or other. The communication between the Company and the User carried out through the Platform, and the communication of the Company with the User by using the e-mail address or mobile phone number registered by the Company as belonging to the User, shall be deemed duly and properly made between the Company and the respective User. The User acknowledges and agrees that all expenses of such communication, such as fees and other costs (mobile operator bills, rates, data limits, etc.) incurred in this regard by the User, shall be fully borne and paid by the User.

Continued obligation of Users and other Persons to ensure compliance

A Person attempting to access, use or register with the Platform is obliged, prior to such act, to ensure that he is not subject to any Restriction and that he is allowed to do so by all applicable laws and regulations. In case of any doubt in this regard, such Person undertakes to seek and receive independent professional legal advice. Any User learning of such limitation that arose after his registration, or learning of a risk that such limitation may be or become applicable to him, undertakes to seek independent professional legal advice on this issue to make sure he complies with all limitations based on the laws, regulations and Restrictions applicable to him, and if he learns of any such limitation, he undertakes to cease using the Platform or any of the Platform functionality which would violate any such limitation. If the Restriction so requires, the User is obliged to inform the Company of such event. The Users and other Persons expressly acknowledge and agree the Company shall not be held responsible or liable on any grounds for any breach, tort, crime or any other offence, or loss of any type, incurred as a result of a breach by any User or other Person of any Restriction applicable to him.

Limitations to Token acquisition

The User expressly agrees and takes responsibility for ensuring that his acquisition of Tokens does not infringe any laws or regulations applicable to the User or any other Restriction. For the sake of clarity, the User acknowledges and agrees that citizens or residents of the United States, Singapore, Hong Kong, and the People's Republic of China, are not eligible to acquire Tokens in any form or by any means. The User further confirms not to act on behalf of citizens or residents of the aforementioned countries.

Prohibition on US Contributors

US citizens, residents or green card holders are excluded from participation in the TEPCHAIN Token ICO and should refrain from participating in subsequent Token Sales. This is due to excessive regulatory risks from SEC (US Security and Exchange Commission). Citizen of US, that participate in the token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate it, in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

The User represents and warrants that: (a) User may lawfully acquire or barter Tokens to be issued to the wallet address User provide to the Company; (b) User have obtained all necessary consents and authorizations required and observed any formalities in any jurisdiction required to enable User to enter into and comply with these Terms and to barter the Tokens; (c) User is not a resident in any territory or country in which it is unlawful to barter the Token; (d) User is of sufficient age to participate in the Token Sale and have full legal capacity of conduct under the laws of User's country of residence or domicile; and (e) User has carefully read all the applicable terms and conditions applying to any barter of the Company's Token and use of the the Company 's Platform, including but not limited to these Terms, the Company's whitepapers on the Token, business overview, and solution architecture overview, and that User acknowledges and agree that User has had reasonable opportunity to consult with independent legal counsel prior to any barter of the Token. Token Contributor represents that he, she, or it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with barter of the Token including.

The User have assured full compliance with the laws of User's jurisdiction, including:

- I. the legal requirements within its jurisdiction for the barter of the Token,

- II. any foreign exchange restrictions applicable to such barter,
- III. any governmental or other consents that may need to be obtained, and
- IV. potential tax or securities consequences, if any, that may be relevant to barter, holding, use sale, or transfer of the Token. Such Token Contributor's payment of the Barter Price and ownership of the Token will not violate any applicable laws of the Token Contributor's jurisdiction.

Prohibition on Chinese, Singapore and Hong Kong Contributors

Citizens, residents and nationals of China, Singapore or Hong Kong are, as well, excluded from taking part in the TEPCOIN Token ICO. This is due to the legal restrictions currently in force under stated jurisdictions. Citizens of China, Singapore or Hong Kong that participate in token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate the Company in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

Token Contributor Representations

The Token Contributor intends to use or consume any or all Tokens on the Company's blockchain-based enterprise relationship network, and as described herein after Network Launch. The Token Contributor acknowledges that he, she, or it entered into this Agreement to contribute to developing, scaling, or use of the Token and Company's blockchain-based enterprise relationship platform and network.

Token Contributor's Acknowledgement of Securities Regulations

Token Contributor acknowledges that Token has not been registered under any country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. Token Contributor has such knowledge and experience in financial and business matters that the Token Contributor is capable of evaluating the merits and risks of such kind of participation, is able to incur a complete loss of such kind of participation without impairing the Token Contributor's financial condition and is able to bear the economic risk of such participation for an indefinite period of time.

VII. Company Representations

Good Standing

The Company is a corporation duly organized, validly existing and in good standing under the laws of the state or place of its incorporation, which is Slovakia and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

Company Authority

The execution, delivery and performance by the Company of this Agreement is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Token Contributor, has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

The Company makes no representations or warranties regarding any and all qualifications or filings under all securities and tax laws.

The Token Contributor has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and binding obligation of the Token Contributor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

VIII. Anti-Money Laundering (AML) and KYC Policy

Each Token Contributor represents that any consideration to be paid for the Token pursuant to this Agreement does not derive from activity that is or was contrary to law or from a person or location that is or was subject of any embargo or other economic sanction and that no consideration to be paid for the Token in accordance with this Agreement will provide the basis for any liability for any person under any anti money laundering laws or economic sanction laws. Each Token Contributor represents that neither such Token Contributor nor any of its nominees, companies, or affiliates is on the specially designated OFAC list, other control list or similar European Union watch list.

The Company shall not be responsible for any loss of TEPCOIN Token or situations making it impossible to access to TEPCOIN Token, which may result in any actions or omissions of the future User or any person undertaking to acquire TEPCOIN Token.

The Company has adopted a Know Your Customer Policy" (the "Policy"), which may be amended or changed from time to time as described herein these Terms. The Company may enact reasonable procedures and processes to administer this Policy and to identify and verify the identity of any user of the Platform and any person or entity attempting to acquire or barter a Token on the Platform, which may include but is not limited to procedures and processes intended to: designation of a compliance officer; employee training; auditing; request evidence or documentation necessary to verify User's identity and other necessary information; monitoring of User's Tokens and account; and use third-party service providers to verify the identity of any and all users of the Platform. The Company shall not accept or process any Token barter that it deems to be in violation of its KYC or Legal or Fiscal compliance policies.

The User understands that his request to acquire TEPCOIN Token will be accepted and he will receive TEPCOIN Token only after having successfully passed through The Company or a third party KYC process. This means that TEPCOIN Token will not be distributed until the User has passed through this screening successfully. If the User fails to pass the KYC screening, the offer to acquire TEPCOIN Token will be rejected and she/he will not receive her/his TEPCOIN Token. Users accept that The Company can refuse accepting the offer to acquire TEPCOIN Token which is not compliant with the internal due diligence.

Each of the Users represents and warrants that all funds used for the acquisition of Tokens originate from lawful and legitimate sources. In particular each of the Users represents and warrants that such funds do not originate from any activity considered criminal or otherwise illegal in any relevant jurisdiction. Each of the Users undertakes not to use any of the Tokens to commit, finance, facilitate or reward any act, which constitutes a crime or similar offence under the laws of any relevant jurisdiction. Each of the Users represents and warrants that the funds used for the acquisition of Tokens are his own, that he does not acquire the Tokens as a company of a third Person, and that he does not intend nor he shall use Tokens or any proceeds for legalizing the income originating from any activity which is considered illegal under any applicable law or regulation. These provisions do not preclude application of the mandatory provisions of the applicable laws setting out any further anti money laundering measures or rules. Each of the Users acknowledges that under the applicable laws, the Company may be requested to provide the public authority or government body certain information and data available to the Company, which could be used for identifying the User and/or his transactions. For such events the User agrees with and authorizes the Company to disclose such data and information to the respective public authorities or government bodies in the extent required by the applicable laws.

IX. Disclaimer of Warranties

The Company cannot and does not represent or warrant that the Platform or its server will be error-free, uninterrupted, free from unauthorized access (including third-party hackers or denial of service attacks), free from a Force Majeure Event (as defined herein) or otherwise meet User's requirements.

The Company shall not be responsible for any loss of TEPCOIN Token or situations making it impossible to access to TEPCOIN Token, which may result in any actions or omissions of the future User or any person undertaking to acquire TEPCOIN.

The Platform, content, and any Tokens are furnished to User 'as is' and without warranties, representations or conditions, statutory or otherwise, of any kind. The Company, on behalf of itself and its affiliates, business

partners, joint ventures, suppliers and third-party service providers, and each of their respective directors, officers, members, employees, contractors, companies, successors, and assigns (collectively the "P/parties"):

- I. expressly disclaim all representations, warranties and conditions, whether express, implied or statutory, including, without limitation, the implied warranties of non-infringement, title, merchantability, and fitness for a particular purpose;
- II. do not represent or warrant that the platform, content or Tokens will meet User's requirements, or that the operation of the platform or content will be timely, uninterrupted, stable, secure or free of virus;
- III. do not represent or warrant that the platform, content or Tokens will be error-free or that any defects will be corrected;
- IV. do not make any representations, warranties or conditions regarding the use of the platform, content or Tokens in terms of their accuracy, reliability, timeliness, completeness or otherwise. User's use of the platform, content or Tokens is entirely at User's own discretion and risk and User assume total responsibility for User of the platform, content or Tokens thereon.

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect Company's business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire TEPCOIN Token must be aware that the Company business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, any person undertaking to acquire TEPCOIN Token acknowledge and understand that neither the Company nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes. Any person undertaking to acquire TEPCOIN acknowledges and understands that Company does not provide any guarantee that it will manage to achieve it. Acquiring TEPCOIN Token shall not grant any right or influence over Company's organization and governance to the Users. These tokens will be issued by a technical process referred to as a Blockchain. This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethwreum network or on another blockchain network that is compatible with the smart contract programming language. User acknowledge and understand therefore that the Company (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the TEPCOIN Token.

Representation and Warranties

By participating in the Token Sale and placing the offer to acquire TEPCOIN Token, the User agrees to the Terms and in particular, she/he represents and warrants to the Company and to the Company (and the Company when accepting the offer relies on such representations and warranties) that she/he: is authorized and has full power to acquire TEPCOIN Token according to the laws that apply in her/his jurisdiction of domicile; is not a U.S., China, Singapore or Hong Kong citizen, resident or entity ("Restricted Person") nor is acquiring TEPCOIN Token or signing on behalf of a Restricted Person; is familiar with all related regulations in the specific jurisdiction in which she/he is based and that acquiring cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind; is not acting for the purpose of speculative investment; lives in a jurisdiction which allows the Company to sell the TEPCOIN Token through a crowdsale without requiring any local authorization; will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism; is solely responsible for determining whether the acquisition of TEPCOIN Token is appropriate for her/him; understands the use of cryptocurrencies and its associated risks.

Limitation of Liability

In no event shall any parties be liable to User, or any third-party, for any special, indirect, incidental, punitive, exemplary, reliance or consequential damages of any kind, including, but not limited to, property damage, loss of value of the Tokens or content or loss of the use of the Tokens or content, whether based on breach of any express or implied warranty or condition, breach of contract, action in equity or tort (including, without limitation, negligence or strict liability), even if a party has been advised of the possibility of such damages. Additionally, in no event shall parties be liable for any mistakes, consumer alerts, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity in any content, nor shall parties be liable for any

statements, representations or any other information or content provided by its users in any public forum, personal home page or other interactive area, whether or not part of the platform. In no event shall the Company's liability under this contract exceed the amount of money the Company actually receives from User under these terms. Nothing in these terms shall exclude or limit any parties' liability for losses which may not be lawfully excluded or limited by applicable law, in which case, such parties liability will be limited to the greatest extent permitted by applicable law.

The Company, as well as its officers, directors, companys, joint ventures, employees, suppliers and advisors and anyone on its behalf, assumes no liability or responsibility for any loss raised from the Token Sale or acquisition of TEPCOIN Token, arising out of or related to the use of the TEPCOIN Token or any technical, interruption or malfunction of the platform.

The limitation of liability set out above shall not be applicable in the event that the Company, or a the Company -employee, has caused the damage by intentional misconduct or by gross negligence.

Miscellaneous Terms; Amendment; Waiver

This Agreement and the Company's ICO Documents contains the entire terms of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto. This Agreement may be amended or modified, and the terms and conditions hereof may be waived, only by a written instrument signed by each of the parties, or in the case of waiver, by the party waiving compliance. No delay on the part of the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Company of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof.

Notice

Any notice required or permitted by this Agreement will be deemed sufficient when sent by email to the relevant address listed on the signature page or provided during registration process for barter of the Company's tokens.

Change of Platform

The Company may, at its sole discretion terminate its cooperation with the platform. In a case of such termination the Company will inform Users at least 30 days prior to the termination. The Users will be able to migrate their Tokens to a wallet which the Users decide. If any Tokens are left on the platform after the day of termination, the Company may migrate them for the Users to another platform. The Company shall inform the Users to which platform it will migrate their Tokens and shall send them login credentials to such platform. The Company, as well as its officers, directors, companys, joint ventures, employees, suppliers and advisors and anyone on its behalf, assumes no liability or responsibility for any loss raised from the migration of TEPCOIN Token caused by misconduct of Users.

Token Rights

The Token Contributor is not entitled, as a holder of this Agreement, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Token Contributor, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise; provided, however, Token Contributor shall be entitled to any and all rights associated with ownership and use of the Token.

Assignment

Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by the Token Contributor without the prior written consent of the Company or as otherwise described herein. The Company may assign, by operation of law or otherwise, this Agreements or the rights herein. This does not concern the situation when the Buyer sells his Tokens.

Severability

Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

If any of the provisions of the Terms or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

Governing Law

All rights and obligations hereunder will be governed by the law of the Czech republic, without regard to the conflicts of law provisions of such jurisdiction. Any controversy will be settled by courts of the Czech Republic. The Terms, use of the platform and acquisition of TEPCOIN Token through Token Sale or otherwise are subject to and governed by Czech law. Any User agree to seek an amicable settlement prior to bringing any legal action. All disputes arising from or under these Terms shall be resolved by courts of the Czech Republic.

Additional restrictions of the User's access to and use of the Platform

At sole discretion of the Company, the Company may cancel or limit the access of the User to the Platform. Such limitations may regard certain periods of daytime, or the total daily time, for a limited or permanent duration, set by the Company at the Company's discretion. In addition, the Company may impose on the Users other limitations or restrictions of the User's access to the Platform. Wherever possible, the Company shall undertake its best endeavour to inform the User by e-mail or through the Platform about the implemented cancellation, restriction, reasons, and duration.

Pre-contract notice

The Company states that:

- (a) Costs incurred by the buyer in the use of distance communication means in connection with the conclusion of the purchase of the tokens or barter contract (costs of internet connection, telephone call costs) shall be borne by the buyer himself and shall not differ from the basic rate of the buyer's operator;
- b) according to these Terms concludes contracts, which may be repeated fulfillment;
- c) does not conclude contracts of indefinite duration under these Terms;
- (d) the buyer does not have right to withdraw from the contract as it concerns the supply of digital content, the price of which depends on fluctuations in the financial market independently of the will of the seller.

Rights of Defective Performance (Complaints)

The rights and obligations of the Company and the buyer from defective performance are governed by applicable laws, in particular the Civil Code, where the Tokens are defective if they do not have agreed properties or if they fail to reach the Buyer on his wallet within 24 hours of payment of the Price. Defective Tokens will be replaced by the Company to the Buyer, and the Tokens are impeccable within the normal claim period. Refund can only be applied to Tokens acquired or bartered directly at the Company, so it does not apply to Tokens acquired or bartered through distributors. The refund will be settled upon return of the defective token to the Company.

It is true that the buyer agrees that the consignment is in accordance with the order that it agrees with the billing and that no claim is made against the Company unless the buyer notifies in writing any deviations or deficiencies within 24 hours of receipt of the consignment and the tax document.

The buyer's right to defective performance creates a defect that Tokens have in passing the risk of damage to the buyer, even if it does later. The buyer's right also establishes the defect that the Company has caused in

breach of his duty. Token damages, which arise after the risk of damage to Tokens has passed to the buyer, does not affect its obligation to pay the price unless the Company of the damage caused the violation of his obligation.

If the defective performance is a material breach of contract, the buyer is entitled to:

- a. removing the defect by delivering new Tokens without defects or by supplying the missing items,
- b. an appropriate discount on the acquisition or barter price, or
- c. withdrawal from the contract.

Rights to defect will be claimed by the buyer at the Company. The buyer shall notify the defect when notifying the defect or without undue delay after the defect is notified. The buyer cannot change the buyer's choice without the Company's consent, it does not apply, if the buyer asks for a defect to be repaired, which will prove to be irreparable. If the Company fails to remedy the defect within a reasonable time or informs the buyer that the defect does not remedy the defect, the buyer may demand a reasonable discount from the barter price instead of removing the defect or withdraw from the contract. If the buyer does not choose his right in a timely manner, he has the rights as in the case of a minor breach of the contract, ie the right to remove the defect or a reasonable discount on the barter price. The right of defective performance of the buyer does not belong if he knew about this buyer or if the buyer caused the defect himself.

The buyer can't withdraw from the contract if he can not return the Token in the state in which he received it. The Company is responsible to the buyer for the fact that the Tokens are not defective upon takeover. In particular, the Company replies to the buyer that:

- a. the Tokens are fit for the purpose for which the Company indicates or to whom the Tokens of this kind are normally used,
- b. Tokens have properties that the parties have negotiated and if there is no arrangement, Tokens have features that the Company or the manufacturer has described or which the buyer expects with regard to the nature of the Tokens and the advertising they make,
- c. Tokens are in the appropriate amount and extent,
- d. Tokens comply with legal requirements.

Token Wallets

The Users are encouraged to use for the receipt and storage of the Tokens only the digital wallets supporting Tokens. A comprehensive but not exclusive list of digital wallets compatible with the Token, updated from time to time, is available on the Website. Irrespective of the above, the User acknowledges and agrees that the Company shall not be responsible or held liable for any loss or damage caused to the User as a result of, or in connection with, his use of any digital wallet, or caused by the unlawful access to his digital wallet by an unpermitted third Person. Further, the Company is not responsible or liable for any technological or technical malfunctions, delays, loss of data and other problems or difficulties, including those resulting in the loss of Tokens or other tokens.

User acknowledges, represents and warrants that User is a sophisticated individual or entity and understand the risks associated with the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain assets and tokens including BTC, the Token, blockchain-based software systems, cryptocurrency wallets or other token storage mechanisms, blockchain technology and smart contract technology. Also, User acknowledges and understands that any use of the Token is contingent upon the development of the Platform, and that the features and characteristics of such Platform development may be subject to change by the Company for any reason in its sole discretion.

Termination

The Company may suspend, restrict, or terminate User's access to and use of the Platform, and/or deactivate or cancel User's account if: (a) It is so required by a facially valid subpoena, court order, or binding order of a government authority; (b) It reasonably suspects User of using User's account in connection with a Prohibited Use (as defined herein) or Prohibited Business (as defined herein);(c) Use of User's account, User's barter of any Token, or User's use of the Platform is subject to any pending litigation, investigation, or government proceeding

and/or in the Company 's sole discretion, is perceived to create or increase the likelihood of a heightened risk of legal or regulatory non-compliance associated with User's use of or access to the Platform; or(d) User takes any action that the Company deems to be circumventing or intended to circumvent Company 's controls, including, but not limited to, opening multiple accounts or circumvention of Company 's security of the platform. If the Company suspends or closes User's account, or terminates User's use of Platform for any reason, it may provide User with notice of its actions unless a court order or other legal process prohibits the Company from providing User with such notice. User acknowledges that the Company 's decision to take certain actions, including limiting access to, suspending, or closing User's account, may be based on confidential criteria that are essential to the Company 's risk management and security protocols. User agrees that the Company is under no obligation to disclose the details of its risk management and security procedures to User.

By opening, creating, or accessing an account on the Platform, User agrees not to engage in any of the following categories of activity ("Prohibited Use"), which includes but is not limited to the following: unlawful activity, abusive activity, abuse of others, fraud, intellectual property infringement, or any activities that may constitute unlawful, abusive, or fraudulent behaviour. By opening, creating, or accessing an account on the Platform, User represents and warrants that User does not engage in any business or business practices ("Prohibited Business"), which includes but is not limited to the following: any business that the Company believes poses financial risk, regulatory risk, or legal liability to the Company, any opportunities that promise the expectation of profit or high rewards; or any unfair, deceptive, or predatory actions or behaviour towards consumers.

Force Majeure

In no event will the Company be liable or responsible to User, or deemed to be in default or breach of these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by any circumstances beyond the Company 's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, national or regional shortage of adequate power or telecommunications or transportation, power outages, blackouts, brownouts, electrical surges or any event resulting in a stoppage, delay, Hack or failure, malfunction, breakdown, disruption, forking, errors of any blockchain or any blockchain-based software systems in connection with Platform. The Company may terminate these Terms if a Force Majeure Event affecting the Company continues substantially uninterrupted for a period of 30 days. In the event of any failure or delay caused by a Force Majeure Event, the Company may give notice to User stating the period of time the occurrence is expected to continue and may use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Company's cancellation of the transaction

The Company is entitled in its sole discretion to cancel the Token acquisition transaction. Such cancellation of the transaction shall render the User's Request void and ineffective. Should the Company elect to exercise such right and cancel the transaction, any contribution received by the Company from the User affected by such transaction cancellation would be returned to such User.

Intellectual Property Rights

User hereby acknowledges and agrees that the Company owns or controls all legal right, title and interest in and to the Content and the Platform, including but not limited to any copyrights, trademark rights, patent rights, moral rights, and other intellectual property and proprietary rights therein, whether such rights are registered or unregistered, pending or provisional, and wherever in the world those rights may exist. User uses of the Platform does not grant User ownership of any kind in any Content. User may access on or through this Platform. Unauthorized use is strictly prohibited.

To the extent that copyright trademark or any other intellectual property rights exist in the Company, such as software, know-how, analysis or programs, those existing and future copyrights and other intellectual and

industrial rights (hereinafter "IP Rights") belong solely to the Company and its affiliated companies and User as an owner of TEPCOIN or user of platform do not and will not have any related rights in such IP Rights.

Third-Party Websites; Indemnification

The Platform may provide links to third-party websites that are not owned or controlled by the Company (the "Third-Party Websites"). We provide such links solely as a convenience to User. We do not review, approve, endorse or make any representations about such Third-Party Websites, the companies or persons who own and/or operate them, or any information, software or other Tokens and services made available through such Third-Party Websites, or any results that may be obtained from using them. If User decides to access any such Third-Party Websites linked to the Platform, User is solely responsible for User's activities conducted in connection with such Third-Party Websites. User's use of Third-Party Websites is subject to the terms of use and privacy policies located on the Third-Party Websites which may be different from these Terms or our Privacy Policy and, therefore, we recommend that User reviews such Third-Party Website privacy policies.

Risks

The user understands and acknowledge that there might be some risks owing to the development process, Company success, as well as risks relating to blockchain, transactions or unanticipated risks. By taking part in the token sale a user confirms that he/she is aware of the following and/or other associated unmentioned risks and that the Company would not be liable to bear any loss owing to these risks. If User is not willing to acknowledge and accept these risks in the future do not buy TEPCOIN Tokens. The probable future risks might include but are not limited to the following:

Risk of software weakness

The user should be aware of the fact that there are no warranties or assurances to the perfect, uninterrupted or error-free working of the underlying software. Thus, there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs, causing inter alia, the complete loss of contributions and/or STU. If such bugs, defects and/or viruses affect the creation of TEPCOIN tokens or in some way affect the contributions of the contributor, the Company in no situation shall be held responsible for the loss and/or be liable to bear any loss and/or return of the amount.

Regulatory risk

Blockchain is a new technology and many aspects of blockchain are yet improving including its development, utilization as well as associated regulations. The user shall acknowledge and accept that the current regulations and laws on blockchain might change in future and that these regulations might affect their experience. Future regulations might affect the current smart contract system and/or the platform and lead to termination or loss of TEPCOIN tokens for the contributor.

Risk of mining attacks

Users shall acknowledge and accept that despite blockchain being a very secure platform, there might be some risks of theft and mining attacks, double-spend attacks, majority mining power attacks, "selfish-mining" attacks, rare condition attacks, malware attacks, denial of service attacks, consensus-based attacks, smurfing and spoofing. Any such successful attacks can result in loss of TEPCOIN tokens, improper functioning of software, irregular transactions.

Risk of incompatible wallet services

TEPCOIN tokens are compatible tokens thus User shall first ensure that User own a compatible token wallet or else User might lose access to the TEPCOIN tokens User's buy, and the Company will hold no responsibility for it.

Risk arising from taxes

There is no certain tax characterization of the TEPCOIN tokens thus the contributor shall refer to his/her tax advisor for the transfer, usage and storage of TEPCOIN tokens. The customer shall be well aware of the tax regulations including withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements applicable in their geographical area. The contributor shall bear any loss resulting from not adhering to regional and national tax regulations him/herself.

No assumed control of the Company over the Platform

Each of the Users represents and warrants that although the Company has developed or provided for the Platform certain basic software, design applications and functionalities for the Platform, the Company effectively cannot and shall not control the User-created content of the Platform. Therefore, the Company is not responsible for the Platform and its content, including its use or misuse by any third Person to the detriment of any User or other Person.

Use of the Platform

The Users may use the Platform only in strict compliance with the Terms and applicable laws, without violating any Restriction. Prior to using the Platform and publishing any content on the Platform, the User shall make sure his actions shall not violate any Restriction or constitute a crime, administrative or civil offence under any applicable laws.

No service attributable to the Company

The Company does not act as an advisor, broker or provider of service of any kind. The existence of the Platform or its content shall not be construed to constitute an offer, recommendation or advice by the Company to any User or Person to enter into a transaction of any kind.

No implied rights

Ownership or possession of the Tokens, as well as any registration at, access to or use of the Platform, shall not give rise to any rights other than those expressly provided for in these Terms.

Responsibility for the User content

Except for the software solutions, graphics and legally protected content and features of the Platform, which were supplied by or for the Company all other content of the Platform is created by the Users and as such it shall not be attributable to the Company but only to the respective Users.

X. Final provisions

By accessing, attempting to access or by using or attempting to use the Platform or any of its functionalities, the User agrees to be legally bound in full extent by all of these Terms, as well as any other terms and conditions incorporated into these Terms by reference. To acquire specific rights under the Terms, the User must expressly and without any reservation consent with the Terms by taking the required action(s) on the Platform.

The Company reserves the right to modify, amend or change these Terms at any time and in any way. The User expressly acknowledges and agrees that only the latest version of these Terms shall apply to him. The Company shall publish the latest update of these Terms on the Website or the Platform. It is the User's sole responsibility and obligation to check for the updates of the Terms and keep himself acquainted with all rights, obligations and information ensuing from the updated version of the Terms.