



ipstock

IPStock Token Sale

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INTRODUCTION

Welcome to IPStock Token Sale! We encourage you to take time to read this document carefully as these Terms and Conditions describe terms on which we do sale of IPS Tokens. It is critically important to understand every term herein before making a purchase of IPS Tokens. Once you read these Terms and Conditions carefully you may have comments or questions related to thereto. We encourage you to address them to us. We thank you for your interest in IPStock Token Sale!

These Terms and Conditions has been validated as of February 28th, 2018, We have the right (but not an obligation) to amend these Terms and Conditions or any of its part from time to time and as often as we may want with or without any announcement, notification or similar; and such amendments shall be effective immediately upon publication on the website. Continuing of using the website and purchase of IPS Tokens will signify your acceptance of these Terms and Conditions and any amendments we made to these Terms and Conditions. Hence, we encourage you to review these Terms of Service regularly and each time before you make a purchase of IPS Tokens.

DEFINITIONS

In these Terms and Conditions: (i) “we”, “us”, “our” refer to IP INVEST PTE. LTD., incorporated in the Republic of Singapore, company registration number: 201512433C; and its affiliates (as applicable); (ii) “you”, “your” refers to you, i.e. the person accessing and(or) using the website and purchasing IPS Tokens; (iii) “IPStock Token Sale” refers to our activity on Ecosystem For Visual Digital Assets On Blockchain (a.k.a. Tokenize Visual Content Copyrights Management) as it is described in the Whitepaper; (iv) “IPS Tokens” refer to utility cryptocurrency created on the ERC-20 standard, issued and distributed by us within IPS Token Sale; (v) “person” refers to individual, legal entity, corporate body, non-governmental organization and/or governmental organization (any authority); (vi) “website” refers to <https://ico.ipstock.com> and all subdomains thereof, being the website through which information about IPStock Token Sale is distributed; (vii) “Whitepaper” refers to the document issued by us, describing us, IPStock Token Sale and available at website; (viii) “loss” refers to any loss, costs, damages, injuries, delays, claims, accidents, business interruptions, expenses (including, but not limited to, counsel or legal fees, as well as costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any

work stoppage, any loss of goodwill, profits, revenue or any other economic loss, any loss of cryptocurrency or digital assets, data loss, computer failure or malfunction, or any other financial or other loss; (ix) "Privacy Policy" refers to Privacy Policy issued by us and available at website; (x) "IPStock Token Sale Period" refers to a period of public IPS Tokens sale starting from the 1st of April 2018 and ending on the 30th of April 2018, unless extended by our decision until the 31st of May 2018; (xi) "Softcap" refers to nine thousand (9,000) ETH or its equivalent calculated at any point of time on the last calendar date of IPStock Token Sale Period; (xii) "Hardcap" refers to thirty seven thousand five hundred (37,500) ETH or its equivalent calculated at any point of time on any calendar date within IPStock Token Sale Period; and (xiii) "purchase of IPS Tokens" refers to transfer of funds in cryptocurrencies described herein by you to us to purchase IPS Tokens. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

IPS TOKENS TERMS

IPS Tokens are the functional utility type of cryptocurrencies to be used ONLY in our blockchain-based platform and value ecosystem as it is described in more details in the Whitepaper. They are not refundable, not securities or anything similar. There is no promise of their future performance and there is no suggestion or promise that IPS Tokens have or will hold a particular value. Being a functional utility IPS Tokens give no rights in any entity and do not represent participation in any entity. Any profit received by us from IPStock Token Sale may be spent without conditions.

IPS Tokens is the functional utility token exclusively used to pay platform's transactional & service fees. For the avoidance of doubt, BE AWARE THAT: (a) by purchasing IPS Tokens no common enterprise is created; (b) IPS Tokens do not provide any profit distribution rights or any passive income and we do not provide any promise of revenue, so you should have no expectation of profit; (c) IPS Tokens are not directly or indirectly connected to our value or assets; (d) they do not provide any shares, participation notes or similar rights or instruments in us or any of our affiliates, subsidiaries or partners, thus no voting rights for the holders of IPS tokens either; and (e) IPS Tokens are not securities, derivative securities or any other capital markets products, and do not provide any rights or benefits, have no other features of securities, whatsoever.

GENERAL TERMS

By providing your personal data to us through a tool at our website and(or) purchasing IPS Tokens, you unconditionally and irrevocably confirm that you: (i) have read and understand the White Paper, Privacy Policy and these Terms and Conditions; (ii) agree to any and all provisions of these Terms and Conditions; and (iii) undertake to comply with all the requirements as described in Section “REQUIREMENTS” below and other provisions of these Terms and Conditions.

By using our website and(or) purchasing IPS Tokens and(or) participating in IPStock Token Sale in any other form you irrevocably and unconditionally agree not to hold us and our current, future and past affiliates, subsidiaries, suppliers, agents, representatives, service providers, consultants and partners, as well as ours and their directors, employees and officers, liable for any loss arising from or in any way associated with IPStock Token Sale, as well as for any legal risks and disputes arising from non-compliance of your obligations hereunder, including, but not limited to, those described in Section “REQUIREMENTS” below.

DO NOT USE OUR WEBSITE OR BUY IPS TOKENS, IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS. If you have any questions regarding this document, please, contact us.

IPSTOCK TOKEN SALE TERMS

These are the terms of how you purchase IPStock Tokens:

- (a) you register on our website (<https://ico.ipstock.com>) and get access to your personal account;
- (b) after your email verification we create three personal wallets within our system to operate with the following cryptocurrencies: Ethereum (ETH)/LA Token (LA), Bitcoin (BTC), Bitcoin Cash (BCH). We will inform you about opening of your wallets by email.
- (c) the following cryptocurrencies are accepted in your personal account:
 - (i) Ethereum (ETH) - directly transacted to your personal ETH wallet;

- (ii) LA Token (LA) - directly transacted to your personal ETH wallet;
 - (iii) Bitcoin (BTC) - directly transacted to your personal BTC wallet;
 - (iv) Bitcoin Cash (BCH) - directly transacted to your personal BCH wallet;
- (d) if you want to purchase IPS Tokens for other cryptocurrencies or fiat money, please, contact us at ico@ipstock.com or via support service in your personal account.
- (e) the following exchange rates are applicable:
- (i) Ethereum (ETH) is a basis cryptocurrency we collect, so no exchange rate;
 - (ii) LA Token (LA), Bitcoin (BTC) and Bitcoin Cash (BCH) are accepted at the exchange rate calculated by us in ETH at the exchange rate of ETH to the received cryptocurrency as it stipulated on <https://coinmarketcap.com> (the “**Site**”) at the time your payment is received by us. If, for any reason, the Site is not operating or it is not possible to define on the Site exchange rate of ETH versus your payment, then we shall calculate ETH’s equivalent of your payment as <https://hitbtc.com/> at the time your payment is received by us at your personal wallet.
- (f) number of IPS Tokens shall be calculated based on the following rules:
- (i) if your payment is made in ETH: 1 IPS Token is equal to 0.00125 ETH
 - (ii) if your payment is made in LA/BTC/BCH: 1 IPS Token is equal to 0.00125 (ETH*X), where “X” is exchange rate of your payment currency(ies) to ETH defined as described in Section e(ii) above.
Please note that the above calculation rules are subject to discounts, special offers and similar (if any), information on which will be available in your personal account and our announcements to be made in social network and other media.
- (g) your balance will be shown in IPS Tokens and will be available to you in your personal account. It will be an aggregate of all your transactions, such as:
- (i) transfer of funds to your personal crypto wallets created hereunder;
 - (ii) accrual of IPS Tokens under the referral program;

- (iii) accrual of IPS Tokens under the bounty program;
 - (iv) and other transactions hereunder.
- (h) IPStock Token Sale will not be considered successful if Softcap is achieved, in which case we shall within ninety calendar days, subject to provisions of Section (i) (iii) below, return you the received payments in currency thereof minus any applicable commissions, fees and similar network payments.
- (i) no IPS Tokens shall be accrued by us if your payment is less than 1 ETH or equivalent.
- (j) once IPStock Token Sale Period ends (and only if Softcap is achieved) or earlier in case Hardcap is achieved:
- (i) we stop to accept any amounts;
 - (ii) everyone who gets accruals of IPS Tokens shall go through our Anti-Money Laundering / Know Your Client (AML/KYC) check on the basis of our Anti-Money Laundering Policy;
 - (iii) in case you fail to pass AML/KYC check, including when you do not provide us with the requested information, provide us with false or incomplete information, you are not eligible to get any IPS Tokens with no refund to you whatsoever and all accrued IPS Tokens (if any) will be returned back to us. We will also inform the relevant authorities on that, in accordance with valid and applicable anti-money laundering legislation.
 - (iv) in case you pass AML/KYC check we shall proceed to IPS Tokens distribution.
- (k) For IPS Tokens distribution you shall provide us with an address of ERC-20 compatible wallet whereto we send IPS Tokens in the amount of IPS Tokens earlier accrued to you (as shown in your personal account), subject to commissions, fees and similar payments (if any).

REQUIREMENTS

To participate in IPStock Token Sale, including, but not limited to, using the website and(or) purchasing IPS Tokens, YOU MUST:

- (a) be over the age that is required by the legislation applicable to you to legally enter into a contract;
- (b) be a citizen (resident) of a country which valid legislation does not prohibit you to use the website and(or) purchase IPS Tokens;
- (c) not violate any laws and regulations by using the website and(or) purchasing IPS Tokens and for that you have obtained a relevant legal, tax and regulatory advice from a qualified professional as to the legality of your participation in IPStock Token Sale;
- (d) know and understand concept of IPStock Token Sale as it is described in the Whitepaper and herein;
- (e) know and understand concept of cryptocurrency, blockchain and other instruments used in IPStock Token Sale;
- (f) understand that IPS Tokens are not offered to anyone resides in a jurisdiction regulated by laws of the countries where transactions with cryptocurrencies are not allowed and you are solely responsible for understanding and complying with any and all laws relevant in the jurisdiction in which you are reside;
- (g) determine which, if any, taxes apply to you in respect to your activities hereunder and within IPS Token Sale and to report and pay with no delay your tax to the appropriate tax authority, and you are aware that we shall not determine which, if any, taxes apply and we shall not be responsible to collect, report or remit any such taxes;
- (h) not participate in IPStock Token Sale for any illegal and(or) defamatory purpose, including, but not limited, to money laundering, tax evasion, crime and financing terrorism;

- (i) know and understand that IPS Token nature as it is described in Section “IPS TOKEN TERMS” below and the offering of IPS Tokens does not in any way offer any form of security or another capital markets product;
- (j) know and understand that nothing in the White Paper, Privacy Policy, these Terms and Conditions and(or) any other document or information issued by us is a solicitation for investment, tax, accounting or legal advice or to be interpreted as a recommendation, endorsement or enticement to purchase IPS Tokens;
- (k) know and understand that your decision to use the website, provide your personal details, purchase IPS Tokens and participate in IPStock Token Sale in any other forms is at your sole discretion and we, our current, future and past affiliates, subsidiaries, suppliers, agents, representatives, service providers, consultants and partners, as well as ours and theirs directors, employees and officers, will not be liable for any loss therefrom;
- (l) know and understand that any purchase of IPS Token is non-refundable and final;
- (m) provide us immediately upon our request with any future identification information which may be required for anti-money laundering and know your client rules and regulations;
- (n) not: (i) sell, resell or use commercially the website or its parts; (ii) copy, download, print, distribute, publicly perform or publicly display the website and any of its content, including, but not limited to, these Terms and Conditions, Privacy Policy and Whitepaper; (iii) modify or otherwise make any derivative uses of the website, or any portion thereof; or (iv) use the website other than for their intended purposes;
- (o) know and understand that regulatory status of IPStock Token Sale and distributed IPS Tokens is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such or implement changes to existing laws. The described regulatory actions could negatively impact IPStock Token Sale and(or) IPS Tokens in various ways and we shall not be liable for any loss incurred by you due to that;
- (p) know and understand that hackers or other criminal persons may attempt to interfere with IPStock Token Sale in a variety of ways. Furthermore, there is a risk that any person may intentionally or unintentionally introduce weaknesses into

our infrastructure, which could negatively affect IPStock Token Sale and IPS Tokens. We shall not be liable for any loss incurred by you due to that;

(q) know and understand that because IPStock Token Sale and IPS Tokens are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on IPStock Token Sale and IPS Tokens. We shall not be liable for any loss incurred by you due to that; and

(r) report to us immediately if you are reasonably aware that someone participating in IPStock Token Sale is not compliant with any of the requirements described in this Section "REQUIREMENTS" or any other terms herein.

HEREBY, you confirm your irrevocable and unconditional agreement with all requirements described in this Section "REQUIREMENTS".

REPRESENTATIONS

To participate in IPStock Token Sale, including, but not limited to, using the website and(or) purchasing IPS Tokens, you represent and warrant us that: (a) you have full legal capacity, power and authority to execute and to perform your obligations hereunder; (b) you have been advised that IPS Tokens are functional utility cryptocurrency issued by us and that IPStock Token Sale, as well as offer and sale of IPS Tokens, have not been registered under any country's laws; (c) you are purchasing IPS Tokens for your own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and you have no intention of selling, granting any participation in, or otherwise distributing the same; (d) you have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of purchasing IPS Tokens, are able to incur a complete loss of such purchase investment without impairing our financial condition and are able to bear the economic risk of such investment for an indefinite period of time; (e) you enter into this with the predominant expectation that you will profit upon the successful development of the project described in Whitepaper arising from our efforts and related sale of the IPS Tokens.

We represent and warrant you that: (a) we are an entity duly organized, validly existing and in good standing under the laws of Singapore, and has the power and authority to

carry on its business as now conducted; (b) to the best of our knowledge the execution, delivery and performance by us of IPS Tokens are within our power; (c) to the best of our knowledge we are not in violation of (i) our current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to us, or (iii) any material indenture or contract to which we are a party or by which we are bound; (d) to the best of our knowledge, the performance and consummation of the transactions contemplated hereunder do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to us; (ii) result in the acceleration of any material indenture or contract to which we are a party or by which we are bound; or (iii) result in the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to us, our business or operations; (e) to the best of our knowledge, no consents or approvals are required in connection with the performance of IPStock Token Sale, including, but not limited to, sale of IPS Tokens.

MISCELLANEOUS

In addition to any other terms herein you and us agree on the following:

- (a) by providing your personal data to us through a tool at our website and(or) purchasing IPS Tokens, you enter into an agreement with us based on the terms described herein and other documents related to IPStock Token Sale, including, but not limited to, Privacy Policy and Whitepaper; and such agreement constitutes the entire agreement and understanding of you and us relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between you and us;
- (b) any notice required or permitted by hereunder will be deemed sufficient when sent by email to the relevant address given: (i) by you to us when registering on our website; and (ii) by us to you on our website;
- (c) you are not entitled, as a holder of IPS Tokens, to vote or receive dividends or be deemed the holder of ours (or any of our affiliate's or subsidiary's) capital stock for any purpose, nor will anything contained herein be construed to confer on you, as such, any of the rights of our stockholder or any right to vote for the election of directors or upon any matter submitted to stockholders 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;

- (d) neither of your rights and obligations contained herein may be assigned, by operation of law or otherwise, by you without our prior written consent;
- (e) in the event any one or more of the provisions of these Terms and Conditions is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this document operate or would prospectively operate to invalidate IPStock Token Sale, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of these Terms and Conditions and the remaining provisions thereof will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby;
- (f) All rights and obligations hereunder will be governed by the laws of Singapore, without regard to the conflicts of law provisions of such jurisdiction.. All disputes arising from these Terms and Conditions will be settled by the negotiations. If the disputes resulting from these Terms and Conditions could not be settled by the negotiations within 365 calendar days, the dispute will be solved in Singapore by the International Court of Arbitration of the International Chamber of Commerce that will have exclusive jurisdiction over any claim or dispute;
- (g) unless explicitly stated by us, nothing in these Terms and Conditions shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of us or any third party;
- (h) neither you nor us shall be liable for any failure of or delay in the performance hereunder for the period that such failure or delay is: i) beyond the reasonable control of a party that fails or delay to perform hereunder, ii) materially affects the performance of any of obligations hereunder, and iii) could not reasonably have been foreseen or provided against, including failure or delay resulting from general economic conditions or other general market effects;
- (i) we reserve the right to conduct “Know Your Client” and/or anti-money laundering checks and procedures on each of purchasers of IPS Tokens even if it is not required by applicable laws and you undertake to submit to such checks and procedures, and provide all the information and confirmations requested by us to that end. Should you fail or refuse to provide with the necessary information and

confirmations requested by us within the specified timeframe, we may report on that to authorities, terminate your right to use the website and provide IPS Tokens to you without any obligation to refund;

- (j) these Terms and Conditions may be translated into other languages. In case of a conflict between the English and translated versions of the respective document, the English version shall prevail;
- (k) to the fullest extent permitted by applicable law, you will indemnify, defend and hold us harmless from and against any and all claims, demands, actions, damages, losses, costs and expenses that arise from or relate to: (i) you usage of the website; (ii) your purchase or usage of IPS Tokens; (iii) your violations of these Terms and Conditions; (iv) your inability to perform obligations hereunder; or (v) your violation of any laws or rights of any person;
- (l) you confirm your irrevocable and unconditional agreement with the fact that neither we nor any of our affiliates, subsidiaries, services providers, agents and other persons directly or indirectly involved in IPStock Token Sale, as well as any of ours and theirs directors, employees or officers, shall be, to the fullest extent permitted by any applicable laws, be liable for any and all losses whatsoever caused by or related to use or inability to use IPS Tokens and to performance of the project described in the Whitepaper;
- (m) you are responsible for implementing reasonable measures for securing your wallet, vault or other storage mechanism you use to receive and hold IPS Tokens, including any private key necessary to access such storage mechanism. If your private key is lost, we will not be able to restore it and you will lose access to your IPS Tokens;
- (n) IPStock Token Sale terms are described herein, in the Whitepaper, Privacy Policy, Anti-Money Laundering Policy and other policies that we may make available to you from time to time. We encourage you to read them carefully and let us know of any questions arising therefrom. If any terms in these Terms and Conditions are different from the terms of any other policy or documents related to IPStock Token Sale - terms in this document shall prevail; and
- (o) you may be contacted by us, our affiliates and trusted service providers, agents. See our Privacy Policy on the website for more details.