

## CrowdSale Terms & Conditions

The following Terms and Conditions ("Terms") govern your ("you" or the "Purchaser") purchase of cryptographic tokens ("UniDAG") from UniDAG, an exempted company registered in Estonia, Peterburi tee 47 Lasnamäe linnaosa, Tallinn Harju maakond 11415 (the "Company").

Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the UniDAG token sale.

If you not agree to these terms, do not purchase UniDAG from the company. By purchasing UniDAG the company, you will be bound by these terms and any terms incorporated by reference. If you have any questions regarding these terms, Please contact at [team@unidag.world](mailto:team@unidag.world).

By purchasing UniDAG, and to the extent permitted by law, you are agreeing not to hold any of the the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "UniDAG Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of UniDAG, including losses associated with the terms set forth below.

Do not purchase UniDAG if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems. Prior to purchasing UniDAG, you should carefully consider the terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you, you should not purchase UniDAG. Purchases of UniDAG should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including ethereum tokens, and blockchain based software systems. Purchasers should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the company will be available to assist purchasers of UniDAG during the sale, the company will not be responsible in any way for loss of btc, eth or UniDAG resulting from actions taken by, or omitted by purchasers.

If you do not have such experience or expertise, then you should not purchase UniDAG or participate in the sale of UniDAG. Your participation in UniDAG sale is deemed to be your undertaking that you satisfy the requirements mentioned in this paragraph.

Purchaser agrees to buy, and company agrees to sell, the UniDAG tokens in accordance with the following terms:

#### Conditions for UniDAG Token Sale

You may not make or acquire a UniDAG token if you are a citizen, resident (tax or otherwise) or Green Card holder of the United States of America, or China, or Afghanistan, Albania, Algeria, Central African Republic, Cuba, Democratic Republic of Congo, Ecuador, Guyana, Indonesia, Iran, Iraq, Ivory Coast, Nigeria, North Korea, Laos, Panama, Papua New Guinea, Sudan, Syria, Uganda, Yemen, Zimbabwe or any other country with cryptocurrency regulations.

When you purchase, or otherwise receive, a UniDAG token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the UniDAG tokens:

- you are legally permitted to receive and hold and make use of UniDAG in your and any other relevant jurisdiction;
- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of UniDAG and allocate UniDAG to you;
- you have not supplied us with information relating to your acquisition of UniDAG or otherwise which is inaccurate or misleading;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of UniDAG;
- your acquisition of UniDAG not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- neither the Company nor any of the UniDAG Team has provided you with any advice regarding whether UniDAG is a suitable investment for you;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- you will notify us promptly of any change to the information supplied by you to us; you are of a sufficient age (if an individual) to legally obtain UniDAG, and you are not aware of any other legal reason to prevent you from obtaining UniDAG;
- you take sole responsibility for any restrictions and risks associated with receiving and holding UniDAG,

- by acquiring UniDAG, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using UniDAG for any illegal purpose, and will not use UniDAG for any illegal purpose;
- to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of UniDAG and/or the Ethereum Network;
- you accept that UniDAG is created and you obtain UniDAG on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing UniDAG without being able to provide any warranties in relation to UniDAG, including, but not limited to, title, merchantability or fitness for a particular purpose;
- you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of UniDAG (ii) the potential appreciation or depreciation in the value of UniDAG over time, if any, (iii) the sale and purchase of UniDAG; and/or (iv) any other action or transaction related to UniDAG has tax implications.

## UniDAG Token

UniDAG Tokens are the cryptographic tokens that serve as a proof of participation in the CrowdSale and gives the opportunity to swap ERC-20 Tokens UniDAG into Internal Tokens and use UniDAG DAPPS by using the UniDAG Internal Tokens (after the end of Token Sale), as described in the White Paper. After the end of the CrowdSale, the UniDAG Tokens are sent by UniDAG to the Purchaser’s Wallet in exchange of Ether n according to the current exchange rate specified by the UniDAG on the Website. By nature, UniDAG Token is NOT and shall in NO case be understood, deemed, interpreted or construed as:

- any kind of currency or money, whether fiat or not;
- equity interest, voting or non-voting securities (or its like) in, or claims against, UniDAG or any other entity in any jurisdiction;
- any commercial paper or negotiable instrument;
- any form of investment contract between the relevant holder and any other person;
- any commodity or asset that any person is obliged to redeem or purchase;
- any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person;
- the rights under the price difference (margin) contract or any other contract whose purpose or its intended purpose is to ensure profit or avoid losses;
- structural units in the collective investment mechanism / the institution of it investment structural units (units) in the trust unit investment fund / in the trust investment fund.
- equity or debt investment of any kind in any venture;

- stocks, bonds or stocks, bonds or any securities/class of securities;
- any form of financial derivatives;

## RISK Exposure

- Development failure or abortion. Acquiring and storing UniDAG Utility Tokens involves various risks, in particular that UniDAG may not be able to launch its operations and develop its platform. Therefore, and prior to acquiring UniDAG, any user should carefully consider the risks, costs, and benefits of acquiring UniDAG within the Token Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (incl. the risks related to the non-development of UniDAG network and operations) or any other risks as indicated in the T&C, should not acquire UniDAG, at this stage or later.
- Legal Risk concerning Security Regulation. There is a risk that in some jurisdictions UniDAG Utility Tokens might be considered to be a security, now or in the future. Company does not give warranties or guarantees that UniDAG Utility Token are not a security in all jurisdictions. Each user of UniDAG shall bear its own legal or financial consequences of UniDAG Utility Token being considered a security in their respective jurisdiction. The legal ability of Company to provide UniDAG Utility Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree of certainty that UniDAG Utility Tokens are not legal in certain jurisdiction, Company will base on its sole discretion either (a) cease operations in that jurisdiction, or (b) adjust UniDAG Utility Tokens in a way to comply with the regulation should that be possible and viable. It is your obligation to check if acquisition and disposal of UniDAG Utility Tokens is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use UniDAG should their use not be legal in the relevant jurisdiction.
- Risk of malfunction of blockchain. Nobody can guarantee the Ethereum source code used by Company will be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of Company and consequently bring adverse impact on the value of Company open source codes rely on transparency to promote community-sourced identification and solution of problems within the code.

## Refund Policy

All purchases of UniDAG are final. Purchases of UniDAG are non-refundable. By purchasing UniDAG, the purchaser acknowledges that neither the company nor any of its affiliates, directors or shareholders are required to provide a refund for any reason.

If the company believes, in its sole discretion, that any individuals or entities owning UniDAG creates material regulatory or other legal risks or adverse effects for the company and/or UniDAG, the company reserves the right to: (a) buy all UniDAG from such UniDAG owners at the then-existing market price and/or (b) sell all cryptocurrency assets of the company.

#### Disclaimer of Warranties

The investor expressly agrees that the investor is contributing in the crowdsale at the investor's sole risk and that UniDAG is 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 with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, none of the UniDAG team & parties warrant that the process for contributing in the crowdsale will be uninterrupted or error-free.

#### Limitations Waiver of Liability

The investor acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, UniDAG or the UniDAG team & parties under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the UniDAG parties shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or invest of, or inability to invest in the crowdsale. The investor further specifically acknowledges that the UniDAG team & parties are not liable for the conduct of third parties, including other investors in the crowdsale, and that the risk of contributing in the crowdsale and using UniDAG rests entirely with the investor.

To the extent permissible under applicable laws, under no circumstances will any of the the UniDAG team & parties be liable to any investor for more than the amount the investor has paid to crowdsale investment. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section and elsewhere in the terms may not apply to a investor. In particular, nothing in these

terms shall affect the statutory rights of any investor or exclude injury arising from any wilful misconduct or fraud of the UniDAG team

### Force Majeure

The UniDAG Team is not liable for failure to perform solely caused by: unavoidable casualty, delays in delivery of materials, Embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions), or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

### Complete Agreement

These Terms set forth the entire understanding between each Investor and The UniDAG Team with respect to the sale of UniDAG. For facts relating to the sale and Investments, the Investor agrees to rely only on these two documents in determining investment decisions and understands that these documents govern the sale of UniDAG and supersede any public statements about the CrowdSale made by third parties or by the UniDAG Team or individuals associated with any of the UniDAG Team & Parties, past and present and during the CrowdSale.

### Token distribution

Crowdsale tokens ERC-20 UniDAG network Ethereum is held in accordance with a smart contract. The exchange of tokens is conducted in 3 rounds with a change in the exchange rate.

#### Brief:

- Full name of the token – UniDAG
- Symbol – UDAG
- Token address – [0x21227522fe4b785c51af1fba8b39c042335bd49c](#)
- Crowdsale address – [0xcbbd051110b6e5dd69140fb503c3ae764f2e402f2](#)
- Total – 30 300 000 UDAG
- The beginning of crowdsale and the first round – 01/07/2018 00:00:00 GMT+0

Exchange rate: 1 ETH = 4000

- Second rate — 10/10/2018 00:00:00 GMT+0  
Exchange rate: 1 ETH = 3500
- Third round — 19/01/2019 00:00:00 GMT+0  
Exchange rate: 1 ETH = 3000
- Completion of the Crowdsale — 30/04/2019 00:00:00 GMT+0

If ERC-20 UniDAG tokens will be bought earlier, the crowdsale will be ended.  
All unsold tokens upon completion of the crowdsale will be "burned".

#### Updates to the Terms and Conditions of the UniDAG CrowdSale

The UniDAG Team reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the UniDAG website. Any Investor will be deemed to have accepted such changes by purchasing UniDAG. The Terms may not be otherwise amended except in a signed writing executed by both the Investor and the UniDAG Team.

For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any pt you do not agree to any portion of the then-current version of the Terms, you should not invest UniDAG.

#### Further Information

For further information regarding the UniDAG sale, please contact  
team@UniDAG.world.  
Date: 18 June, 2018