

# Purchase Agreement

Last updated: June 1, 2018

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

## **CUBE ON Token Sale Agreement**

This agreement is made by and between This agreement is made by and between **Estonia Blockchain Lab** number: (the Company) and the Participant.

The Participant and the Company are herein referred collectively as the "Parties".

If an individual, Participant is at least 18 years old and of sufficient legal age and capacity to purchase CUBE ON tokens.

If a legal person, Participant is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

CUBE ON is developing CUBE ON software, a decentralised jurisdiction for the peer-to-peer creation, arbitration and enforcement of agreements, built as an intuitive mobile chat application, as further described in CUBE ON White Paper.

By purchasing CUBE ON Tokens from the Company during the Sale Period, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these terms, please contact Company at [info@cubeon.co.in](mailto:info@cubeon.co.in)

The Company and the Participant agree as follows:

## **Article 1.**

### **BINDING AGREEMENT**

1.1. This Agreement shall be effective and binding on the Parties when Participant clicks the check box on the official <https://cubeon.co.in> website (the "Website") to indicate that Participant has read, understands and agrees to the term of this Agreement or upon Company's receipt of payment from Participant.

### **WHITE PAPER**

1.2. The Company has prepared the white paper and other materials concerning the sale of CUBE ON Tokens which are available at <https://cubeon.co.in>. The White Paper, as it may be amended from time to time, is hereby incorporated by reference. Participant has to read and understands the White Paper and its contents.

### **CUBE ON TOKENS**

1.3. The CUBE ON tokens are non-refundable and purchases cannot be cancelled, the Participant may lose all amounts paid.

1.4. The CUBE ON tokens do not have any rights, uses, purposes, attributes, functionalities or features, expressed or implied, outside the cube ON jurisdiction. Although CUBE ON tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency or any other kind of financial instrument.

1.5. The purchase of CUBE ON tokens does not provide Participant with rights of any form with respect to the Company or its revenues or assets, including, but not limited to any voting, distribution, redemption, liquidation, proprietary including all forms of intellectual property, or

other financial or legal rights, is not a loan to the Company and does not provide Participant with any ownership or other interest in Company.

1.6. Purchases and sales of CUBE ON Tokens are not subject to the protections of any governing laws. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment.

1.7. Participant acknowledges and understands that the proceeds from the sale of the CUBE ON tokens will be utilized by the Company in its sole discretion, as described in the White Paper.

## **Article 2.**

### CUBE ON TOKEN SALE SPECIFICATIONS

2.1. Important information about the procedures and materials specifications of the Company's Token sale is provided in the White Paper document, including, but not limited to, details regarding the timing and pricing of the Token sale, the amount of token for sale, and the Company's anticipated use of the Token sale proceeds. By purchasing Tokens, you acknowledge that you understand and have no objection to these procedure and material specifications. Failure to use the official Website and follow such procedures may result in Participant not receiving any CUBE ON Tokens. Any Participant of the CUBE ON Tokens sale may lose some or all of the amounts paid in exchange for CUBE ON Tokens, regardless of the purchase date. The access or use of the CUBE ON Token and/or the receipt or purchase of CUBE ON token through any other means other than the official Website are not sanctioned or agreed to in any way by the Parties. Participant should take great care that the website used to purchase CUBE ON Tokens has the following uniform resource locator (URL): <https://cubeon.co.in/>.

### NO U.S. PURCHASES

2.2. The CUBE ON Tokens are not being offered to U.S. person. U.S. person are strictly prohibited and restricted from using the CUBE ON Tokens and/or purchasing CUBE ON Tokens and the

Company is not soliciting purchases by U.S. person or in any way. If a U.S. person purchases CUBE ON Tokens, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void.

2.3. The Company is not bound by this Agreement if this Agreement has been entered into by a U.S. person as Participant or Participant has entered into this Agreement or has purchased CUBE ON Tokens on behalf of a U.S. person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities.

2.4. Any U.S. person who uses and/or purchases CUBE ON Tokens or enters into this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless cube ON [hps://cubeon.co.in](https://cubeon.co.in) respectively, and 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 from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a Party that arises from or is a result of such U.S. person unlawful, unauthorized or fraudulent use of the CUBE ON Token Sale Agreement and/or the receipt or purchase of CUBE ON Tokens.

### **CANCELLATION AND REFUSAL OF PURCHASE REQUEST**

2.5. Participant's purchase of CUBE ON Tokens during the Sale period is final, and there are no refunds or cancellations, except as may be required by applicable law or regulation. The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

### **Article 3.**

### **SECURITY AND DATA PRIVACY**

3.1. The Company will implement reasonable and appropriate measures designed to secure access to any device associated with the Participant and utilized in connection with the Participant's purchase of CUBE ON Tokens, private keys to the Participant's wallet or account and any other username, password or other login or identifying credentials.

3.2. Upon the Company's request, the Participant will immediately provide the Company with information and documents that the Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. The Participant acknowledges that the Company may refuse to distribute CUBE ON Tokens to the Participant until such requested information is provided.

#### **Article 4.**

##### **THE PARTICIPANT KNOWLEDGE OF RISKS**

4.1. The Participant has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of purchase of CUBE ON tokens and is able to bear the risks thereof, including loss of all amounts paid or loss of CUBE ON tokens.

4.2. The Participant has obtained sufficient information in order to make an informed decision to purchase CUBE ON tokens.

4.3. By purchasing, holding and using CUBE ON tokens, the Participant expressly acknowledge and assume following risks:

1) Risk of losing access to tokens due to loss of Private Keys

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens.

## 2) Risks Associated with the Ethereum Protocol

Because Tokens are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

## 3) Risk of Mining Attacks

As with other decentralised cryptographic tokens based on the Ethereum protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

## 4) Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because it is based on open-source software, there is a risk that a third party or a member of the Company team may

intentionally or unintentionally introduce weaknesses into the core infrastructure, which could negatively affect the Tokens.

#### 5) Risks Associated with Markets for Tokens

The Tokens are intended to be used solely within the Project, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services and could therefore create illiquidity risk with respect to the Tokens you hold. Even if secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

#### 6) Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by us, to offer recourse to you.

#### 7) Risks Associated with Uncertain Regulations and Enforcement Actions

There is a risk that in some jurisdictions the CUBE ON tokens and other digital assets might be considered to be a "security", or other regulated investment now or in the future. Company believes, but does not give representations, warranties or guarantees that tokens are not a security or regulated investment in all jurisdictions.

Each user of tokens shall bear their own legal or financial consequences of CUBE ON tokens being considered a security or other regulated investment in their respective jurisdiction.

Every user is required and bound to determine for themselves if the purchase, receipt, trading, use, transfer or disposal of tokens is legal in its jurisdiction, and hereby covenants and agrees not to use CUBE ON tokens should their use not be legal in the relevant jurisdiction.

If a user determines that the use of CUBE ON tokens under these Terms is not legal in its jurisdiction, it should not use the CUBE ON tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic tokens for personal possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Company to provide CUBE ON tokens in some jurisdictions may be eliminated by future regulation or legal actions.

In the event, it turns out with a high degree certainty that CUBE ON tokens are not legal in certain jurisdiction, Company will either a) cease operations and possible use of CUBE ON tokens in that jurisdiction, or b) adjust CUBE ON tokens in a way to comply with the regulation should that be a possible and viable alternative.

## 8) Risks Arising from Taxation

The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.



#### 9) Risk of Alternative Networks

It is possible that alternative networks could be established that utilize the same open source code and protocol underlying the Network and attempt to facilitate services that are materially similar to the Services. The Network may compete with these alternative networks, which could negatively impact the Network and Tokens.

#### 10) Risk of Insufficient Interest in the Network or Distributed Applications

It is possible that the Network will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Network) more generally. Such a lack of use or interest could negatively impact the development of the Network and therefore the potential utility of Tokens.

#### 11) Risks Associated with the Development and Maintenance of the Network

The Network is still under development and may undergo significant changes over time. Although we intend for the Tokens and Network to follow the specifications set forth in White Paper and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Tokens or Network for any number of legitimate reasons. This could create the risk that the Tokens, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain, it is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Tokens.

#### 12) Risk of an Unfavourable Fluctuation of Ether and Other Currency Value

The Company team intends to use the proceeds from selling Tokens to fund the maintenance and development of the Project. The proceeds of the Token sale will be denominated in Ether or Bitcoin and converted into other cryptographic and fiat currencies. In addition, some pre-sales of the Tokens may also be denominated in fiat currencies. If the value of Ether or other currencies fluctuates unfavourably during or after the Sale Period, the Company team may not be able to fund development or may not be able to develop or maintain the Network in the manner that it intended.

#### 13) Risk of Dissolution of the Company or Network

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in the Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Network may no longer be viable to operate, and the Company may dissolve.

#### 14) Risks Arising from Lack of Governance Rights

Because Tokens confer no governance rights of any kind with respect to the Network or Company or its corporate affiliates, all decisions involving the Network or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Network, to create and sell more Tokens for use in the Network, or to sell or liquidate the Company. These decisions could adversely affect the Network and the Tokens you hold.

#### 15) Risks Involving Cloud Storage

As the Company provides a decentralised cloud storage service to individual and institutional clients, including users and applications, the Services are susceptible to a number of risks related

to the storage of data in the cloud. While the Company does not have access to the contents of the data stored through the Services, the Services may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyberattack or other malicious activity. Similarly, the Services may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a variety of hardware and software that may interface with the Network, there is the risk that the Services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Company does not control with the Company's Services. The risk that the Services may face increasing interruptions and the Network may face additional security vulnerabilities could adversely affect the Network and therefore the future utility of any Tokens that you hold.

#### 16) Unanticipated Risks

Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this article, there are other risks associated with your purchase, holding and use of Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this article.

#### **Article 5.**

##### **ANTI MONEY LAUNDERING-COUNTER TERRORISM FINANCING**

5.1. To the extent required by applicable law, the Participant complies with all anti-money laundering and counter-terrorism financing requirements.

5.2. The funds, including any fiat, virtual currency or cryptocurrency, the Participant uses to purchase CUBE ON Tokens, are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and the Participant will not use the CUBE ON Tokens to finance, engage in, or otherwise support any unlawful activities.

## **Article 6.**

### **LIMITATION OF LIABILITY**

6.1. To the fullest extent permitted by applicable law, the Participant disclaims any right or cause of action against the Company of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of the Company.

6.2. The Company shall not be liable to the Participant for any type of damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data), even if and notwithstanding the extent to which the Company has been advised of the possibility of such damages.

6.3. The Participant agrees not to seek any refund, compensation or reimbursement from the Company nor related parties, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

6.4. In no circumstances will the aggregate joint liability of the Company or related Parties, whether in contract, warrant, tort or other theory, for Damages to the Participant under this Agreement exceed the amount received by the Company from the Participant.

6.5. Participant understands and agrees that the Company shall not be liable and disclaims all liability to the Participant in connection with any force majeure, including any industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

## **Article 7.**

### **DISCLAIMERS**

7.1. To the fullest extent permitted by applicable law and except as otherwise specified in a writing by the Company, the tokens are sold on an "as is" and "as available" basis without warranties of any kind, and the Company expressly disclaim all implied warranties as to the tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

7.2. The Company does not represent or warrant that the tokens are reliable, current or error-free, meet your requirements, or that defects in the tokens will be corrected and cannot and do not represent or warrant that the tokens or the delivery mechanism for tokens are free of viruses or other harmful components.

7.3. Certain jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to you.

## **Article 8.**

### **ARBITRATION**

8.1. Any dispute, controversy or claim arising out of, or in relation to, this agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Rules of International Arbitration in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

8.2. The number of arbitrators shall be three. The seat of the arbitration shall be city of Belize. The arbitral proceedings shall be conducted in English language.

8.3. Notice to initiate arbitration proceeding shall be sent by email to the Company at [arbitration@bitnation.co](mailto:arbitration@bitnation.co). Your notice must include your name, postal address, email address and telephone number, description in reasonable detail of the nature or basis of the Dispute, and the specific relief that you are seeking.

## **Article 9.**

### **GOVERNING LAW AND VENUE**

9.1. These Terms will be governed by and construed and enforced in accordance with the laws of Belize, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

9.2. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual Disputes of claims) that is not subject to arbitration will be resolved in the courts of Belize.

### **SEVERABILITY**

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

### **MODIFICATION OF AGREEMENT**

9.4. The Company may modify this Agreement at any time by posting a revised version on the Website, available at <https://cubeon.co.in/>. The modified terms will become effective upon posting. It is Participant's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date listed at the beginning of this Agreement.

#### NO PARTNERHIP OF THIRD-PARTY BENEFICIARY

9.5. Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties.

9.6. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose.

9.7. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person.

#### ELECTRONIC COMMUNICATIONS

9.8. Participant agrees and acknowledges that all agreements, notices, disclosures and other communications that the Company provides the Participant pursuant to this Agreement or in connection with or related to Participant's purchase of CUBE ON Tokens, including this Agreement may be provided by the Company, in its sole discretion, in electronic form