

# Terms & Conditions

## PREFACE

These terms & conditions (hereinafter referred to as "the Terms") regulate the ICO for selling CoinLoan tokens held by CryptoFinance OÜ Company (hereinafter referred to as the "Company"). ICO (hereinafter referred to as "ICO" or "the platform") held by the Company within the gradual sale of CoinLoan tokens (hereinafter referred to as "the tokens") on the developed online platform.

This document describes ICO and regulates the terms of use of the Company's platform by the Buyers, that is signing up, authorization and purchasing token on the platform. This document is not an offer for Buyers and also does not provide any warranties or guarantees to them.

The token purchased during ICO is not a share, a security or an investment asset. A token purchase is not an investment.

## GENERAL PROVISIONS

Any purchases made by the Buyer on a platform shall not be subject to return or repayment. The Buyer shall have no control or influence on the system or methods of operating the platforms.

Signing up at the platform, the Buyer confirms that s/he has read, understood, agreed and accepted these terms to the full extent.

Signing up at the platform, the Buyer represents and warrants that s/he has the full power, right and authority for signing up at the platform in compliance with the applicable law.

Signing up at the platform, the Buyer represents and warrants that s/he has the full power, right and authority for purchasing tokens on the platform in compliance with the applicable Estonian law and the law of the country of his/her residence. The Buyer is fully liable for all consequences if the provisions hereof vary from the provisions of the law of the country of his/her residence.

The Buyer guarantees that s/he shall not lodge any claims for damages which the latter may bear purchasing tokens on the platform and also other claims related to using the CoinLoan platform against the Company, his/her employees, agents, partners and related parties.

Signing up at the platform and purchasing tokens, the Buyer confirms that s/he possesses all sufficient expertise and experience in the commercial, financial, cryptography, blockchain and information storage sphere, including the cryptowallet sphere, for proper understanding and assessing the risks of purchasing tokens.

## TERMS & CONDITIONS

### 1. ICO overview

1.1. The Company plans to put up to 20 million CoinLoan tokens (CLT) for sale at CoinLoan ICO.

1.2. The token sale will be held in 2 stages:

- Pre-ICO stage: preliminary discount stage
- ICO stage: main stage of sales

1.3. The token value on each stage, terms of purchasing, owning and using the tokens purchased by the Buyer shall be governed by the terms and conditions of the token sale agreement concluded between the Buyer and the Company at the moment of token sale execution.

## **2. Signing up for the CoinLoan platform**

2.1. Both individuals and legal entities can sign up at the platform.

2.2. To sign up at the platform the user shall fill in the corresponding fields in the "Sign up" section and follow the steps published on the Company's website.

2.3. When signing up, the Buyer shall choose a Login and a Password for accessing his/her CoinLoan account and profile. The Buyer shall keep his/her login and password out of reach of third parties.

2.4. The Buyer can use his/her account only for purposes provided by the CoinLoan platform.

2.5. The Company shall not be liable in case of disclosing the data of the Buyer's account to third parties if this occurred due to the Buyer's fault.

## **3. Deals in CoinLoan system**

3.1. The Buyer may make deals in the CoinLoan system only using the method provided by the token sale agreement and the platform.

3.2. All deals made on the platform and confirmed by the parties shall not be subject to changes and the funds received at ICO shall not be subject to repayment.

3.3. The number of tokens purchased at each stage of ICO and under its conditions shall be credited on the cryptowallets of the Buyers stated in their accounts within the term provided by the token sale agreement.

## **4. Token purchase data**

4.1. CoinLoan shall provide Prospects with all the information on the CoinLoan concept described in the CoinLoan White Paper published on the Company's website. By signing up at the website the Buyer confirms that s/he has read and understood the White Paper provisions.

4.2. The stated data are aimed at providing the Buyer with all information necessary for making a responsible and balanced decision about purchasing tokens.

4.3. All data on deals made by the Buyer shall be stored at the Company's server protected with modern and reliable encryption methods.

4.4. The Company may provide the Buyer the data on the made deals on the basis of the application in the corresponding section on the Company's website.

- 4.5. The Company reserves the right to provide the data on the transaction to third parties if required in compliance with the applicable law or company rules aimed at anti-money-laundering and counter-terrorism financing.
- 4.6. The Buyer shall release the Company from any responsibility for disclosing the data of the Buyer's deals if this was performed in compliance with the rules of the applicable law and company rules aimed at anti-money-laundering and counter-terrorism financing.
- 4.7. Within the implementation of KYC program, the Company reserves the right to request additional data or documents of the Buyer before the remittance of the tokens on his/her cryptowallet.
- 4.8. The Company guarantees that s/he shall not purchase tokens for investment purposes.

## **5. Protection of personal data**

- 5.1. The personal data provided by the Buyer during signing up and platform use shall not be disclosed to third parties unless required in compliance with the applicable law or company rules aimed at anti-money-laundering and counter-terrorism financing.
- 5.2. The Company is obliged to store and process personal data of the Buyer exclusively in compliance with the applicable law on protection of personal data. The Company is obliged not to change the personal data of the Buyer.

## **6. Disclaimer**

- 6.1. The Company shall not be liable for any consequences or damage to the Buyer if the Buyer's software does not comply with the specifications applicable to the Company's website and system.
- 6.2. The Company shall not be liable for any consequences or damage to the Buyer due to communication problems or failure to connect to the Company's website.
- 6.3. In any case, the extent of Company's liability towards the Buyer shall not exceed the volume of funds received by the Company from the Buyer.
- 6.4. The Company shall not be liable for the content, veracity, and accuracy of the information published on the Company's website in the advertising section. The information in the advertising section is not an offer, promise or warranty to the Buyer from the Company.
- 6.5. The Company shall not give the Buyer any warranties concerning performance, quality, accuracy, safety, and reliability of the platform. By accepting these terms, the Buyer is obliged to use the platform as it is and shall bear all risks related to using it.
- 6.6. The Company shall not be liable if the Buyer loses or discloses the private keys for access to his/her cryptowallet.
- 6.7. The Company shall not be responsible for consequences of hacking attacks, use of illegal programs by third parties or other third-party activity if this led to the system operation failure or caused damage to the Buyer.
- 6.8. The Buyer shall be fully liable for any tax liabilities which may arise from purchasing tokens in compliance with the law of the country of his/her tax residency. The Buyer shall release

the Company from any liabilities for making any tax payments within the law of the country of the Buyer's tax residency.

## **7. Force-majeure**

7.1. The Company shall not be liable for any consequences or damage incurred by the Buyer if this occurred due to acts of God. The party for which the impossibility of fulfilling the liabilities hereunder has occurred shall notify the other Party about the occurrence and the estimated period of effect of the above-mentioned circumstances in written form within 3 (three) calendar days since the moment when it came to know about such circumstances.

## **8. Revision of provisions**

8.1. The Company reserves the right to modify these terms unilaterally. Any modifications shall come into force at the moment of publishing the new version of the terms on the Company's website.

8.2. The Company shall notify any Buyer who has signed up at the platform about the modifications by sending a corresponding notification via Buyer's e-mail address stated during signing up.

## **9. Additional information**

9.1. For additional information or answers to the questions, any person can check out the "FAQ" section published on the Company's website or contact the Company via the section for applying requests on the Company's website.