

## **TIE TOKEN GENERATION EVENT – TERMS AND CONDITIONS**

### **1. INTRODUCTION**

Welcome to Ties.Network’s website. Ties.Network is based on TIES DB – a public, decentralized, and distributed noSQL database that allows to store huge amounts of dynamic data, and search within the content of the files.

Ties.Network is a decentralized business platform for traders, investors, developers, consultants and enthusiasts to hire and recruit partners, employees and volunteers, sell their products or services, enter into joint deals based on smart contracts, promote themselves, finance their projects and many more possibilities.

Ties (as defined below) will produce and market a set quantity of tokens, called “TIE Tokens”, that persons can purchase via the Website (“the Token Generation Event” or “TGE”). Purchasers participating in the TGE will purchase TIE Tokens in exchange for Ether or Bitcoin at predefined purchase prices set by Ties in accordance with these Terms. Purchasers of TIE Tokens in the Token Generation Event will receive cryptographic tokens that will enable them to use in the Ties.Network platform once this has been fully developed and operational. Ties aims to deliver this functionality by the fourth quarter of 2018. This represents a good faith estimate on behalf of Ties, and is based on the assumption that certain future events will or will not transpire that are beyond the control of Ties. Under no circumstances does Ties provide any assurances, representations, or guarantees of timely delivery of any of the described functionality, or even that any of the described functionality will be delivered at all.

These terms and conditions (hereafter “the Terms”) and the Privacy Policy constitute the legal relationship and agreement between You and Ties in respect of your participation in the Token Generation Event, receiving and holding tokens, as well your use of the Website. All information provided on the Website, the Whitepaper, the Business Overview and the various communication channels apart from these Terms, is not binding and is of descriptive nature only. These Terms are important and we request You to read them carefully and thoroughly. You should carefully consider and evaluate each of the risks involved in purchasing, holding, using and selling TIE Tokens. If You do not agree, please do not access our Website and do not purchase TIE Tokens.

### **2. TABLE OF CONTENT**

1. Introduction
2. Table of Content
3. Definitions
4. Website terms
5. Token Generation Event Principles
6. Warnings and risks for Purchasers
7. Purchasers
8. Representations and Warranties
9. Limitation of Liability

10. Indemnification
11. Release
12. Privacy
13. Termination
14. Jurisdiction
15. Governing law
16. Force Majeure
17. Complete Agreement
18. Survival of Agreement
19. Severability
20. Modification of Terms
21. Further information

### **3. DEFINITIONS**

Bitcoin: the decentralized digital cryptocurrency.

Business Overview: Ties' business overview as published on the Website, <https://cdn.ties.network/business-overview-en.pdf>.

Closing time: the exact date and time the Token Generation Event will end, being October 26th, 2017 12:00 PM UTC or the time when the Purchase Cap is met, whichever occurs earlier.

Commencement time: the exact date and time the Token Generation Event will start, being: September 21th, 2017 (12:00 PM UTC).

Contribution Period: The period starting with the Commencement time and ending with the Closing time in between which the Token Generation Event takes place.

Cookie(s): a small amount of data generated by a website and saved by your browser. Its purpose is to remember information about website visitors and users, similar to a preference file created by a software application.

Ether: is the cryptocurrency of the Ethereum Network.

Ethereum Platform: the open source, decentralized platform enabling smart contracts and distributed platforms without third party control or interference.

Minimum Cap: the minimum necessary purchase amount during the Token Generation Event with a value of USD 3,000,000.00 worth of Ethers and Bitcoins.

Privacy Policy: Ties' and Ties.Network privacy and cookie policy as published on the Website, <https://cdn.ties.network/privacy-policy.pdf>.

Purchase Cap: 140,000,000 TIE Tokens, which is also the maximum number of TIE Tokens created during the Contribution Period.

Purchaser: the purchaser of TIE Tokens during the Token Generation Event.

Ties: means Ties BV, its affiliates, its founders, operators and their affiliates, responsible for the Token Generation Event, the development of Ties.Network and the further development of the whole concept.

Ties BV: the operational company of Ties.Network, a limited liability company under the laws of the Netherlands, registered with the Trade Register with the number 69555176.

Ties. Network: is the decentralized social platform where business professionals can connect and strike business deals via smart-contracts. The platform uses a trustworthy rating system, thus making sure all participants can focus solely on business and benefits of beneficial relationships, and leave the verification and trust issues to the platform's integrated solutions. As an IT product, Ties.Network is based on Ties.DB – a public, decentralized, and distributed noSQL database that allows to store huge amounts of dynamic data, and search within the content of the files. Ties.DB is a public, open-source solution that can be utilized by other apps and decentralized blockchain-related projects to facilitate their entering the market and structure large amounts of data, hereafter "Ties Network" or the "Platform".

TIE Tokens: the cryptographic tokens created during the Token Generation Event which can be used on the Platform.

Terms: are these terms and conditions that apply to visiting and using the Website and the purchase of TIE Tokens.

USA: The United States of America, all its states, territories and possessions.

Website: the Ties.Network website, with the address <https://ties.network/>

White Paper: means the document describing the project, Ties.Network and TIE Tokens as available on the Website on <https://cdn.ties.network/white-paper-eng.pdf>

You: the Purchaser, potential purchaser or visitor or/and user of the Website

#### **4. WEBSITE TERMS**

1. These Terms govern your use of the Website; by using the Website, You accept these Terms in full. If You disagree with the Terms or any part of the Terms, You must not use the Website.
2. You must be at least 18 years of age to use the Website, or at least the legal age of visiting and using this website in the jurisdiction You reside or use this Website from.
3. The Website uses Cookies. By accessing the Website, You fully agree to the Terms, You also consent to our use of Cookies as laid down in the **Privacy Policy** (<https://cdn.ties.network/privacy-policy.pdf>).
4. Unless otherwise indicated in writing by us, the Website and all content and other materials contained therein, including, without limitation, the Ties logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the

selection and arrangement thereof are the proprietary property of Ties, licensors or users, as applicable, and are protected by Dutch and EU copyright laws.

5. You are hereby granted a limited, non-exclusive, non-transferable, non-sub licensable license to access and use the Website. However, such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Website or its content, (b) distribute, publicly perform or publicly display any content, (c) modify or otherwise make any derivative uses of the Website, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Website or content, except as expressly permitted by us, and (f) use the Website or content other than for their intended purposes.
6. Any use of the Website other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by us, nothing in the Terms shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Ties or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time.
7. Notwithstanding anything to the contrary in the Terms, the Website may include software components provided by Ties or a third party that are subject to separate license terms.
8. You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
9. You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software
10. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without Ties' express written consent.
11. You must not use the Website for any purposes related to marketing without Ties' express written consent.
12. The Website is provided "as is" without any representations or warranties, express or implied. Ties makes no representations or warranties in relation to the Website or the information and materials provided on this website.
13. The Ties logo and any Ties' product or service names, logos or slogans that may appear on the Website are trademarks of Ties and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Ties" or any other name, trademark or product or service name of Ties or our affiliates without our prior written permission. In addition, the look and feel of the Website, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Ties and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Website are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of

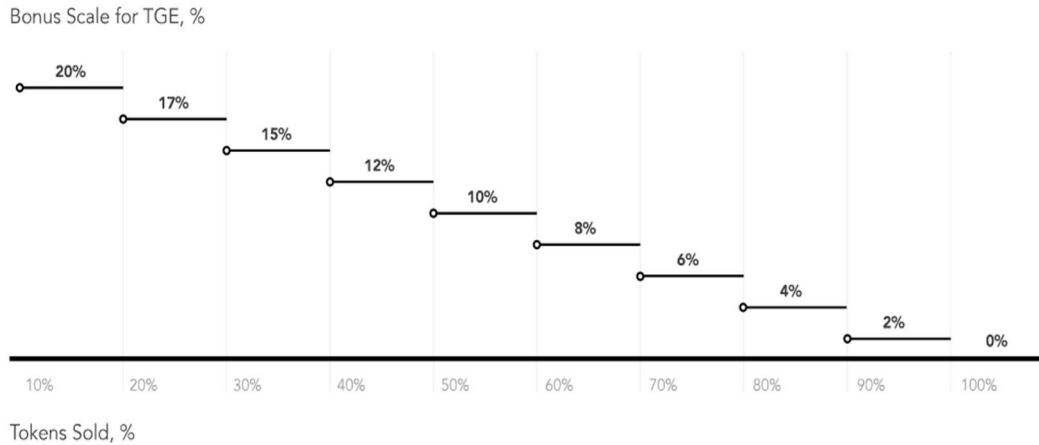
the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Ties.

14. We may display content from third parties through the Website and its content (collectively, “Third Party Content”). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between You and such third parties, and that Ties is not responsible or liable in any manner for such interactions or Third Party Content.
15. We may amend the Terms at any time by posting a revised version on the Website. The revised version will be effective at the time we post it. We will also communicate amended Terms through the various communication channels we use.

## **5. TOKEN GENERATION EVENT PRINCIPLES**

1. This article explains the basic principles of the Token Generation Event. Please read through these principles carefully and be assured You understand all aspects.
2. The TGE involves the sale of a maximum amount of 140,000,000 TIE Tokens (the Purchase Cap) that will be created during the TGE and provided in reasonable timeframe after receiving the Purchase Price of the Purchaser.
3. The Purchase Price, expressed here in US Dollars (“\$”) is set at \$ 0.24 per TIE Token.
4. Purchasers can buy TIE Tokens from Ties by exchanging Bitcoins or Ethers for TIE Tokens. A special discount rate will be offered for early Purchasers purchasing TIE Tokens. The applicable rebate scheme is visible below this article 5 or can be viewed at the Website (<https://ties.network/TGE-details>). The exchange rate during the TGE will follow the applicable market exchange rates of Ethers and Bitcoins, there is no fixed exchange rate. Ties is in no way to be held responsible or accountable for any exchange rate differences and/or the volatility of Ethers and Bitcoins that may occur from time to time.
5. Instructions on how to purchase TIE Tokens are available at <https://ties.network/TGE-details>. Failure to follow these instructions may limit, delay or prevent a Purchaser from obtaining TIE Tokens. Any questions about the Purchase procedure or these instructions should be directed to [info@ties.network](mailto:info@ties.network).
6. The period that Purchasers may purchase TIE Tokens starts September, 21st, 12:00 PM UTC and will last for 35 days, ending on October 26<sup>th</sup>, 12:00 PM UTC, or it will end when all TIE Tokens have been purchased, whatever occurs earlier.
7. Ties reserves the right to shorten, extend, postpone or change the timing or duration of the TGE.
8. Purchasers of TIE Tokens transferring Bitcoins and/or Ethers need to be aware of the fact that receiving the TIE Tokens pursuant to the transfer, may take up to 40 minutes in total due to the implemented 3-step confirmation procedure. The delay may lead to a changed conversion rate – up or down - between on one hand Bitcoin and Ethers and on the other hand TIE Tokens. This short delay could also affect the thresholds of discount rates as described in article 5.4 of the Terms here above. Ties is in no way to be held responsible or accountable for any conversion rate related potential losses the Purchaser may occur.

9. There will be no limitations on the amount of TIE Tokens available per Purchaser. Ties does, however, reserve the right to place a cap on the number of TIE Tokens that can be purchased by each Purchaser during the Contribution Period, for whatever reason.
10. In order for the TGE to be successful, the Minimum Cap must be met, meaning a number of TIE Tokens that needs to be purchased equalling an amount of at least \$ 3,000,000 in Ethers and Bitcoins by the end of the Contribution Period. If the Minimum amount is not met, all Purchasers will be reimbursed and will receive back their contributed Ethers and/or Bitcoins.
11. If the maximum amount of TIE Tokens is sold within the Contribution Period, Ties will stop accepting Purchase orders from potential Purchasers. Potential Purchasers will be informed and, if necessary, transferred Ethers or Bitcoins will be returned to the respective Purchaser's cryptocurrency wallets.
12. In the event the Purchase Cap is not met during the Contribution Period, Ties will burn the remaining unsold TIE Tokens with the following exceptions, to be executed in the following order:
  - 20% of the unsold TIE Tokens will not be burned and they will be reserved for Ties' team members;
  - 7,5% of the unsold TIE Tokens will not be burned and reserved for promotion and marketing purposes;
  - of the remaining TIE Tokens, a maximum of 5 million TIE Tokens will be reserved for advisors, bounty program and related costs.
13. Ties may determine at its sole discretion, the personal information it needs to collect in order to comply with applicable laws, regulations and policies, to determine your eligibility to purchase TIE Tokens and to execute the purchase. You agree to provide such information promptly upon Ties' request and acknowledge that your use of the Website and the Purchase of TIE Tokens may be suspended until such information is taken under advisement and eligibility to purchase TIE Tokens is determined.
14. All TIE Tokens will have equal functionalities and value.
15. TIE Tokens impart no proprietary rights or obligation or contract, express or implied, other than the ability to use the TIE Token as described in the White Paper and Business Overview if and when TIE Tokens are successfully created and distributed.
16. TIE Tokens do not represent any ownership right, stake, share, security or right to receive future revenues or profit from Ties and any of its affiliated companies, founders and partners. TIE Tokens represent a limited usage right to use TIE Tokens on the platform, Ties.Network.
17. The Purchaser understands and accepts that all purchases of TIE Tokens are final and may not be reversed. A Purchase is non-refundable, the only exception is in the event the Minimum Cap has not been met as explicitly laid down in article 5.10 above of these Terms.
18. By participating in the TGE, the Purchaser expressly acknowledges and represents that the Purchaser carefully reviewed and understood the Terms, the most recent version of the White Paper, the most recent version of the Business Overview and fully understands risks, costs and benefits associated with TIE Tokens and the Purchaser agrees to be bound by these Terms.



## 6. WARNINGS AND RISKS FOR PURCHASERS

1. If You are not familiar with or do not understand cryptocurrencies, cryptographic tokens, blockchain, blockchain based platforms and blockchain based software systems and the underlying risks, You may not purchase TIE Tokens.
2. Only parties having significant experience with cryptocurrencies, cryptographic tokens, blockchain, blockchain based platforms and blockchain based software systems and the underlying risks should purchase TIE Tokens.
3. Prior to purchasing TIE Tokens, You should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor on its functionalities and risk, from whatever perspective, this being legal, tax or any other relevant area. If any of the risks mentioned in the Terms are unacceptable to You, You should not purchase TIE Tokens.
4. Cryptographic tokens or cryptocurrencies that possess value in public markets or exchanges, have known to be subject to extreme price fluctuations over short period of time. Potentially the same will apply for TIE Tokens in the event that You purchase these. These fluctuations are at no way to be attributed to Ties and is due to market conditions beyond Ties' control.
5. By purchasing and holding TIE Tokens, You acknowledge and agree that You fully understand that TIE Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, You agree that no other party will hold Ties or any of its affiliates liable for whatever loss incurred.
6. Cryptocurrencies, cryptographic tokens and blockchain based software systems have been the subject of regulatory scrutiny by several different types of authorities and in numerous jurisdictions. Ties and/or any of its affiliates could be subject to regulatory inquiries or regulatory scrutiny in one or more jurisdictions and it is impossible to predict possible regulatory actions. Such action could limit the ability of the project to develop the platform, the value and the functionality of the TIE Tokens. There is a chance that in some jurisdictions the TIE Tokens are considered securities, Ties does not warrant or guarantee that TIE Tokens are not considered securities in your jurisdiction. If You establish that buying, holding, using or selling TIE Tokens is not legal in your jurisdiction, You should not purchase them.
7. Prior to the TGE, there has been no public market for TIE Tokens. The Purchase Price may not be indicative for the market price of TIE Tokens after You bought

them. Ties offers no guarantees that TIE Tokens will be listed or made available for exchange with other cryptographic tokens and/or fiat money, no guarantees with regards to the volume of such potential exchange and no warranties with regards to any exchange service providers.

8. TIE Tokens may not be resold to purchasers who are resident of the USA, its territories and possessions or any other jurisdiction where the purchase, using, holding or selling TIE Tokens may be in violation of the applicable laws of that territory.
9. Purchaser has the sole responsibility to determine his individual tax implications of purchasing, holding, using or selling TIE Tokens in the respective jurisdiction or jurisdictions he is eligible to pay taxes.
10. TIE Tokens are issued on the Ethereum Platform, therefore any malfunction, breakdown or abandonment of the Ethereum Platform may have a material adverse effect on, cause malfunctioning of or prevent access to or the loss of the Platform, the Website or TIE Tokens.
11. Ties will do its utmost to develop the project. There is however, no assurance that the Platform will be operational within the set timeframe or will be successful and achieve any commercial success. The Platform is under development and may undergo significant changes, which means it may not meet your expectations regarding its form and functionality. Some of the features may never be developed, released or fully functional. Ties may, at its sole discretion, due to any number of reasons, suspend the operations of the Platform and dissolve. Ties does not offer any guarantees with respect to the features and functionalities of the Platform.
12. Negative publicity involving Ties and TIE Tokens or more in general cryptocurrency, blockchain, etc. may materially and adversely affect the market perception or price of TIE Tokens.
13. Ties and any of its affiliates, its past, present or future officers, directors, employees, agents, consultants, advisors, predecessors, successors, equity holders, founders, assigns, affiliates, parent companies, subsidiaries, vendors, distributors, suppliers and contractors expressly disclaim any and all responsibility for any direct or consequential loss or damage of any kind occurring in light of the aforementioned risks and as described in this article.

## **7. PURCHASERS**

1. It is the responsibility of each Purchaser to determine if the Purchaser can legally participate in the TGE, buy, use and hold TIE Tokens in the Purchaser's jurisdiction. By participating in the TGE, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand risks, costs, liabilities and benefits of participating in the TGE and purchasing, holding, using and possibly selling TIE Tokens. You fully agree to be bound by the Terms.
2. Ties will not be held liable in case of any Purchaser's failure to meet the conditions laid down in the Terms.
3. If You are a USA resident, or from the USA but living in another country or You are the holder of two passports, one of them being from the USA, a USA entity or corporation, partnership or any other business form vested in the USA, it is not



allowed to purchase TIE Tokens. By using this website and participate in the TGE, you agree to the following statements. I represent that I am:

- a) Not an individual who is resident of the United States of America, its territories or possessions;
- b) Not a corporation, partnership or legal entity formed under the laws of the USA;
- c) Not an agency, branch or office located in the USA of an entity that was formed under laws of the USA;
- d) Not a trust of which any trustee is described in (a), (b) or (c) above;
- e) Not a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;
- f) Not an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or (f) above;
- g) I am not using a VPN route or other way to cover the fact that I am a USA resident or buying from the USA;
- h) My decision to subscribe for TIE Tokens was:
  - (a) Not based, at least in part, on information I received or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within the USA;
  - (b) NOT made inside the USA; and
  - (c) NOT communicated to me from a source within the USA.

## **8. REPRESENTATIONS AND WARRANTIES**

By purchasing TIE Tokens, holding, using and potentially selling TIE Tokens, the Purchaser represents and warrants that:

- a) Purchaser has read and understand the Terms, the White Paper, the Business Overview and the Website has understood and agrees to everything laid down in these documents, and if not, Purchaser has sought professional advice to clarify and fully understand the principles and conditions of the TGE and buying, holding, using and selling TIE Tokens;
- b) Purchaser has a solid and deep understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage systems, cryptocurrency, smart contracts, blockchain, blockchain platforms;
- c) Purchaser is legally permitted to receive, hold and use TIE Tokens in Purchaser's jurisdiction;
- d) Purchaser fully abides with the Purchaser's jurisdiction laws and regulations;
- e) You are not a citizen or a resident of the United States of America, its territories or possessions, any state of the United States of America, nor a corporation, partnership or other legal entity formed under the laws of the USA, nor an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA, nor a trust of which any trustee is described in this paragraph, nor a legal entity the shares of which are not publicly traded on a securities exchange, and more than 45% of the shares of which

are owned by or for the benefit of an individual or entity described in this paragraph, nor an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in this paragraph;

- f) Purchaser understands and declares that the transfer of Bitcoins and/or Ethers, the ownership of TIE Tokens and related development of Ties.Network, knows serious financial, risks and could lead to the TIE Tokens not possessing any value at some point in time;
- g) Purchaser is not purchasing TIE Tokens for any illegal purposes;
- h) Purchaser fully understands that losing passwords, private keys to any account of the Purchase or to his wallets holding cryptocurrency will lead to the (definite) loss of cryptocurrency and/or TIE Tokens;
- i) Purchaser is purchasing TIE Tokens to enable the development of Ties.Network and us for various type of transactions once Ties.Network is fully operational;
- j) Purchaser has not bought TIE Tokens purely for speculative purposes;
- k) You are purchasing TIE Tokens on your own account as principal and not in anticipation of a further distribution of TIE Tokens to others, and that you are not purchasing TIE Tokens for any other uses or purposes, including but not limited to, any investment, speculative or other financial purposes;
- l) Purchaser explicitly waives the right to participate in a class action lawsuit or arbitrary proceeding against Ties and any of its affiliates, its past, present or future officers, directors, employees, agents, consultants, advisors, predecessors, successors, equity holders, founders, assigns, affiliates, parent companies, subsidiaries, vendors, distributors, suppliers and contractors;
- m) Purchaser explicitly states that he understands that ownership of TIE Tokens does not imply the purchase of shares, securities, voting rights or any other participation, nor for the receipt of future profits linked to Ties and any of its affiliates, its past, present or future officers, directors, employees, agents, consultants, advisors, predecessors, successors, equity holders, founders, assigns, affiliates, parent companies, subsidiaries, vendors, distributors, suppliers and contractors;
- n) Purchaser expressly accepts that there is no warranty whatsoever, to the extent permitted by the law, on the TIE Tokens, as they are sold and purchased under an “as is” basis;
- o) Purchaser explicitly declares that it understands the fact that there is no, under the conditions set in the Terms, refund or recourse on Ties and any of its affiliates, its past, present or future officers, directors, employees, agents, consultants, advisors, predecessors, successors, equity holders, founders, assigns, affiliates, parent companies, subsidiaries, vendors, distributors, suppliers and contractors in relation to the Purchase of TIE Tokens.

## **9. LIMITATION OF LIABILITY**

The Purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, in no event shall Ties and any of its affiliates, its past, present or future officers, directors, employees, agents, consultants, advisors, predecessors, successors, equity holders, founders, assigns, affiliates, parent companies, subsidiaries, vendors, distributors, suppliers and contractors be liable for any direct, indirect, incidental, special, exemplary or consequential damages of any kind or loss of revenue, income or profits, loss of use or data, loss or diminution in value of TIE Tokens, or damages for

business interruption arising out of or in any way related to the access or use of the Website, to purchasing, holding, using and selling TIE Tokens, the use of Ties.Network or otherwise related to these Terms, however caused and based of any theory of liability, whether in contract, tort or any other legal or equitable theory.

#### **10. INDEMNIFICATION**

To the full extent, allowed by any applicable law, You will indemnify, defend and hold harmless Ties, its past, present or future officers, directors, employees, agents, consultants, advisors, predecessors, successors, equity holders, founders, assigns, affiliates, parent companies, subsidiaries, vendors, distributors, suppliers and contractors from and against any responsibility, liability, claims, demands, actions, incidental, consequential, indirect, special or punitive damages of any kind, losses, costs and expenses arising out of or in connection with purchasing, holding, using and selling TIE Tokens, the use of Ties.Network and/or the Website or otherwise related to these Terms.

#### **11. RELEASE**

To the fullest extent permitted by applicable law, Purchaser releases Ties, its past, present or future officers, directors, employees, agents, consultants, advisors, predecessors, successors, equity holders, founders, assigns, affiliates, parent companies, subsidiaries, vendors, distributors, suppliers and contractors from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Purchaser and the acts or omissions of third parties.

#### **12. PRIVACY**

Ties will not, other than mentioned in the Privacy Policy or on the Website, publish any personal information of You. Ties will request for more and detailed information on a person or Purchaser if so required by applicable laws.

#### **13. TERMINATION**

Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Website or its content, at any time and for any or no reason, and You acknowledge and agree that we shall have no liability or obligation to You in such event and that You will not be entitled to a refund of any amounts that You have already paid to us, to the fullest extent permitted by applicable law.

#### **14. JURISDICTION**

The laws of the Netherlands are applicable to the Terms.

#### **15. DISPUTES**

1. You and Ties shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with the Terms and the Purchase of TIE Tokens. If such attempt to amicably resolve does not succeed, any dispute, as well as controversy or claim arising out of or relating to these Terms, the purchasing, holding, using or selling of TIE Tokens, or the breach, termination or invalidity

thereof shall be finally settled by arbitration in accordance with the arbitration rules of the International Arbitration and Cryptography Centre ("IACC"), available at [https://github.com/Cryptononica/arbitration-rules/tree/master/Arbitration\\_Rules/IACC](https://github.com/Cryptononica/arbitration-rules/tree/master/Arbitration_Rules/IACC)), in effect at the time of the filing of the claim, except as they may be modified herein or by mutual agreement of You and Ties.

2. You hereby waive the right to any form of recourse against any award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

#### **16. FORCE MAJEURE**

Ties is not liable for failure to perform or non-fulfilment of its obligations arising under the Terms 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) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance under the obligations under the Terms commercially implausible.

#### **17. COMPLETE AGREEMENT**

These Terms and the Privacy Policy set out the entire understanding between You and Ties with respect to the use of the Website and/or purchase of TIE Tokens. To the extent this document conflicts with the Website or any other document, including but not limited to the White Paper or the Business Overview, the Terms prevail.

#### **18. SURVIVAL OF AGREEMENT**

These Terms will survive the termination of your relationship with Ties.

#### **19. SEVERABILITY**

If any provision of these Terms is found illegal or unenforceable in any jurisdiction, in whole or in part, such provision shall be ineffective solely to the extent of such determination of invalidity or unenforceability.

#### **20. Modification of the Terms**

Ties may modify the Terms at any time by posting a revised version on the Website. The amended Terms will become valid upon placing on the Website. You have the responsibility to check the Website regularly for modifications. You will be deemed to have accepted such changes.

#### **21. FURTHER INFORMATION**

For further information regarding the Token Generation Event, TIE Tokens and other related questions, please contact [info@ties.network](mailto:info@ties.network).

\* \* \*

**Last updated: October 10<sup>th</sup>, 2017, version 1.2**