



Terms & conditions

TIM TOKEN SALE TERMS AND CONDITIONS

The following Terms and Conditions, together with any other terms incorporated by reference (the “Terms”) govern your (“you” or the “Purchaser”) purchase of cryptographic tokens (“TIM”) from I-E Tech LLC, a private limited company registered in the State of Delaware, USA (the “Company”). Purchaser and Company may be referred as Party or Parties in below.

The Terms describe the initial sale of TIM (the “ICO”) as well as the rights and obligations arising from TIM. Please read the Terms carefully before using the services described by the Company or making offers to purchase TIM. By using the website of the Company used for the ICO or making offers to purchase TIM, you acknowledge that you have read these Terms and you agree to be bound by them. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE OR MAKE OFFERS TO PURCHASE TIM FROM THE COMPANY. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT account@talking.im

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

DO NOT PURCHASE TIM IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING TIM, YOU SHOULD CAREFULLY CONSIDER THE TERMS BELOW AND CONSULT AN APPROPRIATE TECHNICAL EXPERT, LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL.

PURCHASES OF TIM 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 AN EXPERTISE AND EXPERIENCE WITH STORAGE AND TRANSMISSION MECHANISMS OF CRYPTOGRAPHIC TOKENS. THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF CRYPTOCURRENCY, ETHEREUM, TIM OR ANY OTHER FUNDS RESULTING FROM ACTIONS TAKEN OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE RELEVANT EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE TIM. YOUR PARTICIPATION IN TIM SALE IS DEEMED AS YOU ACKNOWLEDGMENT THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

THE COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, ADD OR REMOVE THE PORTIONS OF THESE TERMS AT ANY TIME FOR ANY REASON. ALTHOUGH WE AIM AT INFORMING KNOWN USERS OF SUCH CHANGES, THIS MAY NOT BE POSSIBLE. THUS, IT REMAINS AS YOUR OBLIGATION TO REVIEW THESE TERMS PERIODICALLY. ANY CHANGES SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING AT OUR WEBSITE.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, TIM IN ACCORDANCE WITH THE FOLLOWING TERMS:



1. General

- 1) TIM is a cryptographic token to be issued by the Company. TIM is based on Ethereum, and purchase and future handling of TIM requires access to generally accepted storage and transmission systems of Ethereum.
- 2) TIM is intended for testing and verifying the business model and its features as contemplated by the Company (as defined in the white paper (the “White Paper”) provided at <https://www.talking.im/> (the “Website”) as of the date the Purchaser acquires TIM and provide the Purchasers with early and preferential access to the products and services to be provided by the Company. To the extent they do not contradict these Terms, the rights connected to TIM are subject to the limitations set out in the White Paper, but this should in no case create obligations for the Company in addition to the ones contained in these Terms.
- 3) TIM can be held and used at the sole discretion of the holder to the extent this does not contradict these Terms. The Company aspires to achieve the milestones described in the White Paper. The Company makes no representations nor warrants that such milestones are achievable or will be achieved.
- 4) In case the Company will carry out a public offering (IPO) of its own securities or otherwise raise capital and has complied with applicable regulatory requirements to offer the securities in the token holder’s jurisdiction, TIM may be used to pay for such securities.
- 5) In respect of the tasks described in 1.3 above, the Company has only such obligations and duties as expressly described in these Terms. Other obligations and duties are excluded.
- 6) The Company is not an investment advisor and does not give investment advice to you that TIM is not a security.
- 7) The Purchaser has read each of the Token Acquisition Terms and Conditions, the TIM White Paper and the TIMBook, each located at <https://talking.im>, in its entirety and understands fully the terms and information contained therein.
- 8) If the Purchaser has represented to the Company in the SAFT related to TIM executed by such Purchaser that it is not a U.S. Person, then the Purchaser understands that the offer and sale of TIM purchased by the Purchaser are made pursuant to Regulation S (“Regulation S”) under the Securities Act of 1933, as amended (the “Securities Act”) and accordingly acknowledges and agrees to the following:
 - a. The Purchaser will not offer or sell TIM in the United States or transfer TIM to any U.S. person or for the account or benefit of any U.S. person prior to one year from the date of the close of the offering of the TIM.
 - b. The Purchaser will only resell the TIM in accordance with Regulation S or pursuant to an available exemption from registration; and will not to engage in hedging transactions with regard to TIM unless in compliance with the Securities Act.



2. CONDITIONS OF TIM SALE

- 1) TIM is not being offered currently in US, Singapore and China.
- 2) When you purchase, or otherwise receive, a TIM 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 TIM tokens:
 - a. Neither the Company nor any of the TIM Team has provided you with any advice regarding whether TIM is a suitable investment for you;
 - b. 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;
 - c. You are legally permitted to receive and hold and make use of TIM in your and any other relevant jurisdiction;
 - d. You will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of TIM and allocate TIM to you;
 - e. You have not supplied us with information relating to your acquisition of TIM or otherwise which is inaccurate or misleading;
 - f. 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;
 - g. You will notify us promptly of any change to the information supplied by you to us;
 - h. You will comply with our KYC policy as made available on the Website and as amended from time to time at our discretion;
 - i. You are of a sufficient age to legally obtain TIM, and you are not aware of any other legal reason to prevent you from obtaining TIM;
 - j. You take sole responsibility for any restrictions and risks associated with receiving and holding TIM, including but not limited to these set out in Annex A;
 - k. By acquiring TIM, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
 - l. You are not obtaining or using TIM for any illegal purpose, and will not use TIM for any illegal purpose;
 - m. 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 TIM;
 - n. Your acquisition of TIM does not involve 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;
 - o. 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 the Company, TIM, the Ethereum network and/or achieving any of the aspirations set forth in the White Paper;

- p. You accept that TIM is created and you obtain TIM on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing TIM without being able to provide any warranties in relation to TIM, including, but not limited to, title, merchantability or fitness for a particular purpose;
- q. You accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of TIM, (ii) the potential appreciation or depreciation in the value of TIM over time, if any, (iii) the sale and purchase of TIM, and/or (iv) any other action or transaction related to TIM has tax implications. You are solely responsible for performing any and all obligations related to relevant tax implications, including, among other, declaring and paying applicable taxes.

3. STRUCTURE OF THE ICO

- 1) The maximum total amount of TIM’s to be issued by the Company is 1,100 Million.
- 2) The total distribution of tokens are as follows
 - (a) In the course of this ICO 42% of the maximum total amount of TIM is offered for sale (up to \$19Million).
 - (b) 11% of the TIM sold to Pre ICO and seed investors
 - (c) 30% of the TIM are distributed to Tim Foundation;
 - (d) 15% of the TIM are distributed to the advisors, partnerships and team of the ICO;
 - (e) 2% of the TIM used to finance the costs of ICO (bounties etc.).
- 3) The minimum purchase is for 10 USD (or equivalent to BTH, ETH)
- 4) The following limits apply on quantity of TIM’s offered for purchase during the ICO:
 - a) TIM worth up to 2,000 ETH are offered for purchase during the Token Presale Period (the “Pre-Sale Cap”);
 - b) TIM worth up to \$19 Million USD are offered for purchase during the Total Presale Period and Token Sale Period (the “Hard Cap”).
 - c) In calculating the Pre-Sale Cap and Hard Cap bonuses allocated under clause 4.1 of these Terms shall not be taken into account.
- 5) The Company may, but is not obliged to, refuse to allocate TIM in quantities exceeding of the Pre-Sale Cap and Hard Cap as the case may be. Payments for such excessive quantities shall be returned (in the currency of the original payment) proportionally to the Purchasers by the Company after deducting relevant costs and charges the Company has incurred in connection with processing such payments, whereas the exchange rate risk is borne by the Purchaser.
- 6) The TIM tokens will be created and provided to the Purchasers after the ICO based on TIM purchases during the ICO. The total supply of TIM will be fixed after the end of the ICO.
- 7) Any TIM offered for purchase to the Purchasers which remain unpurchased at the end of the ICO, shall not be created or shall be destroyed and the total number of TIM stipulated in clause 3.1 above shall be reduced by the number of TIM not created or destroyed.



- 8) Purchaser must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any TIM purchased from the Company. TIM will be listed on crypto exchanges after the ICO ends not earlier than the end of the ICO, whereas the exact time of the listing and selection of crypto exchanges, if any, remains at the sole discretion of the Company.
- 9) TIM purchased or distributed before ICO may not be sold or otherwise transferred until end of ICO. The Company may implement measures to enforce this ban, and any TIM transferred in breach of this rule may be destroyed by the Company without further notice. Purchaser bears sole responsibility of any unauthorized and/or illegal transfer of TIMs.
- 10) For security reasons or otherwise, company reserves its right to reissue smart contracts with same terms. In such case, smart contract will be re-issued to holder of the TIMs in company's database.
- 11) The Company warrants that neither it nor its shareholders will acquire TIM during the ICO, except for allocations under clause 3.2 above. Furthermore, the Company warrants that neither it nor its shareholders will purchase TIM from any third party during the Token Pre-Sale Period and Token Sale Period (both as defined in clause 5.1).

4. PRICE OF TIM

- 1) During the ICO, TIM will be allocated in exchange for ETH/BTC/USD at the rate of 1 TIM = .15 USD. The value of payments in currencies other than Ether or Bitcoin, or at the time the payment is credited to the Company's current account (in case the payment is made in USD). The Company is not liable for any changes in the exchange rate and the Purchaser accepts that the changes may decrease the number of TIM to be allocated. The Company shall determine at its sole discretion which cryptocurrencies are acceptable for acquiring TIM. Generally speaking, ETH/BTC will be valued on day of TGE (token generation event) unless otherwise selected by purchaser.

5. TIMING OF TIM SALE

- 1) The Token ICO will start on June 24th and ends on July 3rd, 2018.
- 2) The TIM purchase conditions may differ during the various phases of the sales period. Only purchase requests that are received by the Company during the relevant period and accepted by the Company under these Terms, entitle the Purchaser to relevant benefits arising from the relevant purchase order.
- 3) The Company reserves the right to change the dates defined in clause 5 (a) above or extend the sale duration for any reason, including any commercial, security, regulatory or procedural reason or issue.
- 4) EST (GMT-5) shall apply to any dates and deadlines stipulated in these Terms.

6. PURCHASE OF THE TIM

- 1) During the ICO, the Purchaser can acquire TIM via the Website according to the procedure thereunder. In order to complete the purchase of TIM, the Purchaser must comply with the Company's KYC procedures as required by the Company.
- 2) In order to purchase TIM during the ICO, the Purchaser:
 - a) complete whitelist on the website;
 - b) specifies the method and cryptocurrency for making the payment for acquiring TIM;
 - c) makes the payment for acquiring TIM according to the instructions on the Website and these Terms.
- 3) In case of non-compliance with the instructions and the Terms, the Company may either (a) return the payment



to the Purchaser in the currency of the original payment after deducting relevant costs and charges the Company has incurred in connection with processing such payment (in which case no TIM will be allocated to the Purchaser), or (b) require additional information from the Purchaser.

- 4) Making a payment for acquiring TIM in accordance with clause 6.2(iii) is considered an irrevocable, unconditional and binding purchase order for acquiring TIM for the Purchaser.
- 5) The Purchaser is aware that due to processing time of payments and fluctuations of the exchange rates, the Ethereum equivalent of the payment made the Purchaser may be different from the Ethereum equivalent of the payment received by the Purchaser. The exact quantity of the TIM allocated to the Purchaser depends on the exact Ethereum equivalent of the payment received by the Company from the Purchaser for relevant TIM.
- 6) Within 10 days from the end of the Token Sale Period, the Company shall process all purchase orders received in the course of the ICO and shall allocate TIM (in the amount calculated in accordance with clause 4.1) to the wallet address provided by each Purchaser.
- 7) The Purchaser is entitled to allocation of the TIM subject to compliance with the Company's Know Your Customer Policy. The Company may require additional information from the Purchaser for Know Your Customer Policy purposes. Non-compliance with the said policy results in consequences stipulated in the same policy.
- 8) TIM will be listed on crypto exchanges after the Token Sale Period ends.

7. SPECIAL WITHDRAWAL RIGHT FOR CONSUMERS

- 1) The agreement on purchase on TIM is deemed to be concluded upon and on the date the Purchaser instructs the payment stipulated in clause 6.2.c. ("Agreement Date").
- 2) The Company aims at not offering TIM to consumers, i.e. natural persons who concludes a transaction not related to their economic or professional activities. Nevertheless, should a consumer purchase TIM, then such Purchaser may cancel the purchase of TIM within 14 days from the Agreement Date with an e-mail notice on cancellation to the Company without providing any reasons. The notice must be sent to the e-mail address account@talking.im
- 3) If the Purchaser has the right stipulated in clause 7.2 and chooses to exercise that right:
 - a. The Company shall refund to the Purchaser within 14 days from cancellation the payment made under the clause 6.2.c. in the currency of the original payment after deducting costs and charges the Company has incurred in connection with processing such payment (to the extent such deductions are allowed by the applicable law); and
 - b. No TIM will be allocated to the Purchaser.



8. RIGHTS ARISING FROM THE TIM

- 1) The Company aims at keeping the holders of TIM informed of its developments and activities. The holders of TIM may receive preferential or exclusive treatment in the following offerings the Company may start to offer, but the Company makes no legal representations or promises in this respect.
- 2) The Company make public an official, regular and updated report on the status, financial situation and product development status of the Company. Through this report, you can track and confirm that the Company maintains a legal standing and progresses with the product development process as described in the White Paper (as updated in the course of the product development).
- 3) Irrespective of the above, the Purchasers are not regarded as shareholders, bondholders of anything similar and thus have no legal or financial expectation of influence over governance of the Company.

9. NO INVESTMENT ADVICE, NO TAX ADVICE

- 1) Although the Company has taken reasonable steps to ensure the integrity and accuracy of information communicated, the Company nor any of its agents owe any duty of care to you, nor make any express or implied representation or warranty, and no responsibility or liability is accepted by any of them with respect to the adequacy, accuracy, completeness or reasonableness of the facts, opinions, estimates, forecasts, projections or other information in the White Paper or any further information, written or oral notice, or other document at any time provided in connection with TIM, TIM platform or any other aspect of the activities of the Company. Nothing shall be relied upon as a promise or representation regarding any historic or current position or future events. The opinions, descriptions, plans and intentions expressed by the Company are those held by the authors at the date of the relevant communication and may be subject to change.
- 2) Any materials and information published by the Company, inter alia the White Paper, are intended for informational purposes only. It may not be considered investment advice, investment research, recommendation, solicitation of any kind or an endorsement, nor will it form a part of any investment decision or any other decision regarding TIM. You are solely responsible for determining whether acquisition of TIM is appropriate or suitable for you based on your investment objectives and financial situation. Any decisions or actions taken on the basis of information presented by the Company, inter alia in the White Paper, the Website or other content is done at your own risk and discretion.
- 3) There is no guarantee that the Company will be successful. Similarly, there is no guarantee that the value of TIM will rise, even in case of the Company's success. You should bear in mind that the value of TIM coins can go up as well as down. You are advised to thoroughly assess the risks and uncertainties involved before making any decisions. No promises in terms of TIM value or future performance are made.
- 4) The Purchaser bears the sole responsibility to determine if the purchase of TIM or the potential appreciation or depreciation in the value of TIM over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing TIM, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company or the TIM Team liable for any tax liability associated with or arising from the purchase of TIM.

10. EXCLUSION OF LIABILITY

- 1) The Company intends to operate in a highly regulated business area which requires a number of licenses and authorizations. The Company might not succeed in obtaining any or all of the necessary licenses and may therefore have to change its business plan. The Company disclaims all liability and responsibility to the maximum extent of the law for any statement or informative material communicated.



- 2) The sale of TIM is not registered or otherwise approved by any regulatory authority in any jurisdiction. The White Paper does not constitute an offer to sell or a solicitation of an offer to acquire TIM in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements, or undue burden, on the Company.
- 3) In addition to other considerations and limitations, TIM are only suitable for individuals and entities (i) who have significant experience with and understanding of the usage and intricacies of cryptographic tokens, (ii) who understand and are willing to assume the potential risk of loss and who understand that there may be limited liquidity and/or usage for TIM; and (iii) who understand and are willing to assume the risks involved.
- 4) These Terms are subject to copyright with all rights reserved. They may not be published, distributed or transmitted by any other person by any means or media, directly or indirectly, in whole or in part.

11. DISCLAIMER OF WARRANTIES

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING TIM AT THE PURCHASER'S SOLE RISK AND THAT TIM IS PROVIDED ON AN "AS IS" AND "UNDER DEVELOPMENT" 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).

12. LIMITATIONS AND WAIVER OF LIABILITY

THE PURCHASER 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 (i) USE OF, OR INABILITY TO USE, TIM OR (ii) THE TIM TEAM 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 NOT THE COMPANY OR NONE OF THE TIM TEAM 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 PURCHASE OF, OR INABILITY TO PURCHASE, TIM, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO TIM. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE COMPANY OR TIM TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF TIM, AND THAT THE RISK OF PURCHASING AND USING TIM RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ANY OF THE TIM TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAS PAID TO THE COMPANY FOR THE PURCHASE OF TIM. 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 CLAUSE AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE COMPANY OR THE TIM TEAM.

13. COMPLETE AGREEMENT

These Terms (together with the Privacy Policy and Know Your Customer Policy referred herein) set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of TIM. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these Terms in determining purchase decisions and understands that the Terms govern the sale of TIM and supersede any public statements about the TIM sale made by third parties or by the Company or the TIM Team or individuals associated with any of the TIM Team, past and present and during the TIM sale.



14. SEVERABILITY

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

15. NO WAIVER

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the TIM Team shall be deemed a modification of these Terms nor be legally binding.

16. UPDATES AND CHANGES TO THE TERMS

The Company 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 Website. Any Purchaser will be deemed to have accepted such changes by purchasing TIM. The relationship between the Company and the Purchaser is regulated by the version of the Terms in effect at the time of deciding on relevant right or obligation.

17. COOPERATION WITH LEGAL AUTHORITIES

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

18. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Purchasers will indemnify, defend and hold harmless the Company and TIM Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of TIM; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

19. SECURITY

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold TIM purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.



20. FORCE MAJEURE

The Company or the TIM Team shall not be held responsible for non-compliance with these Terms, if the non-compliance is caused by a Force Majeure event which separately or in combination with other similar risks is beyond the reasonable control of the Company.

21. APPLICABLE LAW AND DISPUTES

The ICO as well as any other rights and obligations arising from TIM are governed by the laws of the State of Delaware, USA.

The Company, any reader of this document and any person who intends to or has acquired TIM shall make good faith efforts to amicably resolve any dispute, controversy or claim between them relating to TIM and their respective rights and obligations hereunder.

In case a settlement is not reached between the parties, the dispute shall be resolved in accordance with applicable legislation of the State of Delaware, USA

22. LANGUAGE

Currently, only English versions of any communications with the Company is considered official. The English version shall prevail in case of differences in translation.



ANNEX A

TIM Risks

By purchasing, owning, and using TIM, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to TIM Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of TIM stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing TIM will result in loss of such TIM. 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 TIM. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store TIM in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your TIM. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving TIM, including, for instance, if you provide the wrong address for the receiving TIM, or provides an address that is not ERC-20 compatible, may result in the loss of your TIM.

2. Risks Associated with the Ethereum Protocol

Because TIM is based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or TIM. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to TIM and the platform, including the utility of TIM for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, TIM are susceptible to attacks by miners in the course of validating TIM 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 platform and TIM, including, but not limited to, accurate execution and recording of transactions involving TIM.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or TIM 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 the platform is based on open-source software, there is a risk that a third party or a member of the TIM Team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and TIM, including the utility of TIM for obtaining the Company's services.

5. Risks Associated with Markets for TIM

If secondary trading of TIM 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 TIM (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, TIM 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 or private insurance arranged by Company, to offer recourse to you.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of TIM and distributed ledger technology 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 technology and its applications, including the TIM platform and TIM. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and TIM. Regulatory actions could negatively impact the platform and TIM in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of TIM constitutes unlawful activity or that TIM are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks Arising from Taxation

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

9. Risk of Competing Platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the Company's services.

10. Risks Arising from Lack of Governance Rights

Because TIM confer no governance rights of any kind with respect to the TIM platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any TIM you own, including their utility for obtaining the Company's services.

11. Unanticipated Risks

Cryptographic tokens such as TIM are a new and untested technology. In addition to the risks included in this Annex A of these Terms, there are other risks associated with your purchase, possession and use of TIM, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A of these Terms.