

## *Terms and Conditions.*



- 1. These Terms and Conditions is a document representing agreement between you, an individual person (hereandafter – “you”, the “Investor” or “Investors”) and the XPs-project (hereandafter – the “Project”) in respect of your investments (hereandafter – the “Investments”).*
- 2. The main goal of these Terms and Conditions is to provide important and detailed information to potential Investors. This data will help the Investor to decide whether to invest money in the Project and buy XPs ecotokens or not.*
- 3. These Terms and Conditions can be modified only by the both parties of the Project and only by an application in due form and in accordance with the law.*
- 4. In case of unpredictable situations the aims of the Project can be changed.*
- 5. All previous agreements, discussions, presentations, conditions and guarantees are integrated in these Terms and Conditions.*
- 6. Terms of WHITE PAPER could not be treated as the Letter of Issue or an investment proposal of any kind.*
- 7. Some statements, calculations and financial indicators in WHITE PAPER are only preliminary data. They can come*

*from known and unknown risks and uncertainties hence the actual results can entirely differ from those which are given below.*

- 8. By participating in the Project you confirm that you do it at your own risk and take sole responsibility concerning usage or impossibility of usage of XPs ecotokens of the Project.*
- 9. There are no other guarantees, presentations, terms and conditions, express or implied, between the Investor and the Project excluding those in these Terms and Conditions.*
- 10. Information in these Terms and Conditions is not full and does not imply contractual obligations.*
- 11. These Terms and Conditions are based on NO legislative and regulatory acts intended to protect the rights of Investors, of any jurisdiction, and are not regulated by these acts.*
- 12. Views and opinions of Investors may be taken into account, but Investors do not have any right to participate in decision-making process or any other process concerning development of the XPS-project or mining crypto-currencies.*
- 13. The primary offer of the XPs ecotokens is not an offer to sell or buy any securities of any jurisdiction.*
- 14. We do not offer the XPs ecotokens to a citizen, resident or representative of legal entity of the United States of America or Republic of Singapore as well as to people having no full legal capacity for participating in ICO and buying the XPs ecotokens according to the jurisdiction of their country if such jurisdiction can be applied.*

15. *Participation in the pre-ICO and ICO is voluntary. By contributing to the Project you agree to all the Terms set forth in this document.*
16. *If you are in any doubt as to the action you should take, you should consult your legal, financial, tax, or other professional advisor.*
17. *The XPs **ecotokens** are not financial or having any legal force investment of any kind.*
18. *The XPs **ecotokens** are not investments of any kind, but they can become valuable in any time.*
19. *Issued XPs **ecotokens** will be transacted to you with no guarantees, express or implied.*
20. *When performing Investments you confirm that:*
  - *you do this on your own will;*
  - *you are sane and in full control of your mental powers;*
  - *you fully understand and accept all risks of participation in the Project;*
  - *you understand the risks of Investments loss;*
  - *no guarantees and promises, express or implied, are provided.*
21. *The Investor's income is not guaranteed.*
22. *XPs-project has no insurance representatives, the Investor warrants that he/she is aware about this fact in case of any losses concerning the Project.*
23. *All the calculations and data in the Project are approximate and given to show possible development of the Project, but*

*they do not guarantee that the Project will succeed according to the marketing plan.*

*24. Crypto-currencies based on the blockchain software systems may be or are been overseen by the regulatory authorities of various jurisdictions.*

*25. XPS-tokens may receive enquiry from the regulatory authorities that may order to impose limitations on the use or tenure rights of XPs ecotokens. It may seriously affect development, usage, buying or functioning of XPs ecotokens as a result.*

*26. There are a number of risks concerning mining of cryptocurrencies:*

*-financial risks. Despite the fact that we are going to achieve the aims, Investors agree that participating in the Project carries financial risk.*

*-risks of taking regulatory measures;*

*-lack of success. The technology of XPs ecotokens is new and untested hence it can be insecure.*

*-mining attacks. Technical development and quantum computers can carry risks to all crypto-currencies including the XPs ecotokens.*

*-development failures;*

*-risks arising from taxation;*

*-risks of uninsured losses. All invested money is not insured.*

*-risks associated with markets for the XPs ecotokens. The value of the XPs ecotokens may fall if mining of cryptocurrencies is not in demand.*

*-risks associated with the ETHERIUM. XPs ecotokens will be issued on the electronic platform ETHERIUM. Any fault or malfunction of the ETHERIUM can lead to unpredictable effects.*

*-risks of losing access to the XPs ecotokens due to loss of private keys or your own error.*

*27.All the marketing measures concerning investments may not be succeed due to various situations including failure either in marketing arrangements or marketing strategies.*

*28.The above-mentioned risks could NOT refer to you if you are a representative of the country which jurisdiction does not allow such risks.*