

## XRPC ICO Terms & Conditions

The following Terms and Conditions (“Terms”) govern the sale of cryptographic tokens – XRPC

(hereby referred to as “XRPC”). This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the ICO in which the token (XRPC) is sold.

### IMPORTANT

Ownership of XRPC during the ICO carries no rights express or implied. Purchases of XRPC are non-refundable. Purchasers should have no expectation of influence over governance of the platform. By participating in the sale of XRPC, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the costs, and benefits of purchasing XRPC and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase XRPC in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold XRPC, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of XRPC or our parent or affiliates, now or in the future and any other member of the XRPC Team (collectively the “XRPC Team & Parties”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of XRPC.

### DO NOT PURCHASE XRPC IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS

Purchases of XRPC should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (“BTC”), and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the XRPC Team will be available to assist Purchasers of XRPC during the sale, the XRPC Team will not be responsible in any way for loss of BTC or XRPC resulting from actions taken by, or omitted by Purchasers. You are fully responsible for following your local laws in relation to entering ICO. (US/China residents are not encouraged to enter any ICO). If you do not have such experience or expertise, then you should not purchase XRPC or participate in the sale of XRPC.

### WARNING: PURCHASERS OF XRPC MUST BE MADE AWARE OF CERTAIN FACTORS

Prior to purchasing XRPC, you should carefully consider the terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you, you should not purchase XRPC. By purchasing XRPC, and to the extent permitted by law, you are agreeing not to hold any of the The XRPC Team & Parties liable for any losses

or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of XRPC , including losses associated with the terms set forth below .

## TERMS AND CONDITIONS

### 1. Overview of ICO of XRPC

The XRPC Team requires, for proper operation, and comprehensive utilization, cryptographic token called XRPC. All XRPC sold in this manner will be created in the XRPC Project's initial Block -- the initial block of the XRPC Team's blockchain which constitutes the inception of operation of the system -- which is expected to be created during the month of December 2017 , although there are no guarantees that this will occur in accordance to such a time - frame. After such time, the XRPC Team will allocate the purchased XRPC to the corresponding user account on the website, delivering it to their control. TIMING OF SALE The ICO round 2 began at 00 : 00 : 00 , UK ( GMT ) on January 15th, 2018.-- The ICO round 2 will run for 90 days and will end at 00 : 00 : 00 London , UK ( GMT ) on April 15th, 2018 at 00 : 00 : 00 London , UK ( GMT ) or when all the XRPC are sold . The XRPC Team reserves the right to extend the sale duration for any reason, including the unavailability of the website, <https://xrpc.co> or other unforeseen security or procedural issues. The maximum total amount of XRPC tokens to be issued is 10,000,000. The sale will finish at the designated end date above, or when all XRPC tokens have been sold. Though it does not currently anticipate doing so, the XRPC team also reserves the right to shorten the sale duration for any alternative reason.

### 2 . XRPC Pricing & Issuance

For the duration of the ICO, the price to reserve an XRPC token is linked directly the ethereum price. The use of proceeds of the 10 % premium will be as follows: 5 % long - term business development, 1.5 % marketing costs, 1.5 % operational costs and 2 % salaries. The maximum total amount of XRPC tokens to be issued is 10,000,000. If the tokens do not sell out, there will be a new total supply of XRPC equal to the amount of XRPC reserved in the ICO. After that, no more coins will be issued.

### 3. Disclosure of Purchases

In the spirit of openness, and to enable XRPC Purchasers to have as much information as possible to guide their decision - making process, the XRPC Team will disclose on a daily basis, the total number of XRPC sold, reserved and outstanding to enable the Purchaser to develop an understanding of the size of the existing XRPC pool at the time of their XRPC purchase.

### 4 . XRPC Team Will Not Purchase XRPC During ICO .

The XRPC Team warrants that it will not purchase XRPC in its own sale. Furthermore, The XRPC Team warrants that it will not purchase XRPC from any third party, or acquire XRPC in any manner, or acquire future control of XRPC, during the period of the ICO.

#### 5. All Purchases of XRPC Are Non-Refundable ALL PURCHASES OF XRPC ARE FINAL.

PURCHASES OF XRPC ARE NON-REFUNDABLE. BY PURCHASING XRPC, THE PURCHASER ACKNOWLEDGES THAT NEITHER XRPC PLATFORM NOR ANY OTHER OF THE XRPC TEAM & PARTIES ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY XRPC THAT IS NOT USED OR REMAINS UNUSED.

#### 6. Taxation of XRPC and Taxation Related to the ICO

The Purchaser bears the sole responsibility to determine if the purchase of XRPC with BTC or the potential appreciation or depreciation in the value of XRPC over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing XRPC, and to the extent permitted by law, the Purchaser agrees not to hold any of the XRPC Team & Parties liable for any tax liability associated with or arising from the purchase of XRPC.

#### 7. Privacy

Although the XRPC Team requires that Purchasers provide proof of identity for AML and KYC purposes, the XRPC Team will not publish any identifying information related to an XRPC purchase, without the prior written consent of the Purchaser. Purchasers may be contacted by email by the XRPC Team regarding a purchase. Such emails will be informational only. The XRPC Team & Parties will not request any information from Purchasers in an email.

#### 8. Disclaimer of Warranties

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING XRPC AT THE PURCHASER'S SOLE RISK AND THAT XRPC IS PROVIDED ON AN "AS IS" 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 WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE XRPC TEAM & PARTIES WARRANT THAT THE PROCESS FOR PURCHASING XRPC WILL BE UNINTERRUPTED OR ERROR FREE.

#### 9. Limitations 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 USE OF, OR INABILITY TO USE, XRPC OR THE XRPC TEAM & PARTIES 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 NONE OF THE XRPC PARTIES 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, XRPC. THE PURCHASER FURTHER

SPECIFICALLY ACKNOWLEDGES THAT THE XRPC TEAM & PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF XRPC, AND THAT THE RISK OF PURCHASING AND USING XRPC RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE THE XRPC TEAM & PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE XRPC PLATFORM FOR THE PURCHASE OF XRPC. 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 SECTION 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 XRPC TEAM

#### 10. Force Majeure

The XRPC Team is not liable for failure to perform 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),
- or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

#### 11. Complete Agreement

These Terms set forth the entire understanding between each Purchaser and The XRPC Team with respect to the purchase and sale of XRPC. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these two documents in determining purchase decisions and understands that these documents govern the sale of XRPC and supersede any public statements about the ICO made by third parties or by the XRPC Team or individuals associated with any of the XRPC Team & Parties, past and present and during the ICO.

## 12. Severability

The Purchaser and the XRPC Team 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.

## 13. No Waiver

The failure of the XRPC Team to require or enforce strict performance by the Purchaser of any provision of these Terms or the XRPC Team's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the XRPC Team's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the XRPC Team 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 this these Terms, no representations, statements, consents, waivers, or other acts or omissions by the XRPC Team shall be deemed a modification of these Terms nor be legally binding.

## 14. Updates to the Terms and Conditions of the XRPC ICO

The XRPC Team 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 XRPC website ( <https://xrpc.co>). Any Purchaser will be deemed to have accepted such changes by purchasing XRPC. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and the XRPC Team. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase XRPC.

## 15. Cooperation with Legal Authorities

The XRPC Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of the XRPC project — transparency — the XRPC Team will endeavor to publish any legal enquiries upon receipt.

## 16. Further Information

For further information regarding the XRPC sale, please contact [support@xrpc.co](mailto:support@xrpc.co)