

THIS AGREEMENT AND ANY TOKENS ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES; INCLUDING THE MEMBER STATES OF THE EUROPEAN UNION. THESE TOKENS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.



PECUNIO

a blockchain project
aiming to create
the world’s first fully decentralized
investment platform

developed and executed by CBC FZE ltd. (UAE)

Terms of Use and Risk Notifications of the Pecun.io Platform

1. Introduction

These terms and conditions (hereinafter the “Terms”) describe information applicable to the use of the <https://pecun.io> website and its services, which is owned and operated by Pecun.io. By using the Website or its related services, including Referral Program and Token sale process, you expressly agree to be bound by all of the terms and conditions set forth. In accepting this agreement, you acknowledge that you have read this agreement, understand it, and had an opportunity to seek independent legal advice prior to agreeing to it. You also warrant that you are at least 18 years old and have full capacity to contract under applicable law; only transacting on <https://pecun.io> with legally-obtained funds that belong to you; not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful

activity through your relationship with us or through your use of <https://pecun.io>; and complying with and obeying all applicable laws. At any point, if you do not agree to any portion of the current Terms, you should not proceed to use the Website, the Referral Program or participate in the Token sale. Pecun.io has the right to review and amend the current agreement at any time without notice.

2. Terms and Definitions

In the present document, the following terms shall have the meaning specified below:

“Altcoin” - alternative cryptocurrencies launched after Bitcoin.

“Bitcoin” or “BTC” means the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger.

“Blockchain” - a distributed database that maintains a continuously growing list of ordered records called blocks. By design, blockchains are inherently resistant to modification of the data — once recorded, the data in a block cannot be altered retroactively.

“Escrow” - money held by a third-party entity on behalf of transacting parties.

“Investor” - a person

“User” - a registered person at <https://pecun.io> participating in the funding.

“Purchaser” - legal or natural person participating in the Token sale.

“Service” (“System”) - Pecun.io fund platform at <https://pecun.io>.

“Smart contracts” (“Smart contract system”) - are self-executing contractual states, stored on the Ethereum blockchain, which nobody controls and therefore everyone can trust.

“PCO Token” – an ERC-20-compatible smart contract on Ethereum blockchain used in the Pecun.io Token sale. It represents the proof of participation in the Pecun.io Token sale and the opportunity to participate in a special quarterly game held only among the PEC Token holders, as described in these Terms and the Whitepaper.

“Token sale” - a process in which a new project sells part of its tokens to early adopters and enthusiasts in exchange for money.

“Website” - the website on the Internet at <https://pecun.io>.

“Whitepaper” – an informational document issued by Pecun.io highlighting the features of the Service, available for download at <https://pecun.io>.

3. General provisions

The Service provides the Users with opportunity to participate in Token sale by transferring their money to Pecun.io’s cryptocurrency wallets and purchasing Tokens. The aforementioned relationships between the Service and User as well as the development, programming and issuance of the Smart Contract System, managing and executing marketing programs, operation of user interfaces by the company and/or individuals providing services (“Workshop”) and its advisors and affiliates as well as any use and allocation of funds transferred to the Smart Contract System are regulated exclusively by the Smart Contract System to the Workshop and / or third parties and no other terms shall be relevant or can be relied upon.

4. Status of these Terms

- 4.1 The purpose of these Terms is to explain the functionality Service and to notify the persons who intend to enter into the relations with Service about the risks connected with the use of Service, as well as about the risks connected with participation in lottery.
- 4.2 The list of risks specified in these Terms is not comprehensive, as well as it may not contain those risks which cannot be predicted at the present moment. If you are not sure that you can estimate the probability of occurrence of such risks by yourself, you are advised to contact an appropriate specialist (a lawyer, an auditor, an adviser or a programmer) before making a decision about entering into the relations with the Service.
- 4.3 Reviewing these Terms does not substitute reviewing the Blockchain system. By transferring Bitcoins and Altcoins to the Service you confirm that you have read the Blockchain system instructions and fully and unconditionally agree with the conditions hereof.
- 4.4 You may not take legal actions against any Users and/or the Service connected with using of Service, including, but not limited to claims based on the fact that you did not read nor did not understand the terms and conditions of the Blockchain system.
- 4.5 These Terms might be amended and/or updated in the future. The relevant Terms are the ones showed on the Site. In order to obtain the most complete and current information regarding the Service you should periodically review this section.

5. Guarantees of the User

By using the Service the User guarantees that:

- 5.1 By purchase Bitcoins and Altcoins in PCO Tokens in Service platform the User expressly agrees to all functionality set forth in the whitepaper. The User further confirms to have carefully reviewed the Pecun.io Service and these Terms and fully understand the risks and costs of contributing into the Service;
- 5.2 The User has a firm understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Bitcoin (BTC), altcoins and blockchain-based software systems;
- 5.3 The User has carefully reviewed the Pecun.io whitepaper, and agrees with all provisions;
- 5.4 The User waives the right to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the creation of Tokens;
- 5.5 The User understands that creation of Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- 5.6 The User understands that the transfer of Bitcoins and Altcoins to the Service and the operation of the Services carries significant financial, storage, regulatory and reputational risks as further set forth in the Terms;
- 5.7 The User understands that Bitcoins and Altcoins transferred to the Service can be transferred to individuals and/or entities which provide services for the development of Services, for marketing and operation of the Services;
- 5.8 The User understands that the User has no right against any party whatsoever to request any refund of the Bitcoins and Altcoins submitted to the Service for the creation of the Tokens under any circumstance;

- 5.9 The User understands that Tokens are not designed to form any form of currency and that the value of Tokens over time may experience extreme volatility or depreciate in full; he/she has sufficient legal capacity in accordance with the law to enter into Service;
- 5.10 The User understands that he/she is not going to enter the Blockchain System and/or to use User's wallet or Tokens for the purpose of avoidance of bans and/or restrictions put on it by the law, as well as not to use the Blockchain Systems with the aim of creating speculative, misleading and/or fraudulent schemes;

6. Entry to and Execution of Service

Tokens do not originate and do not provide any rights for participation in property, joint stock or authorized capital of any associations, partnerships, companionships or any other forms of legal entities of whatever jurisdiction. Tokens cannot be used as any kind of security.

Tokens do not provide their holders with any additional rights in material, as well as non-material nature, except for those rights that are stipulated by the Service (Pecun.io Asset Contract, refer to whitepaper).

The execution is nominated in Bitcoins and Altcoins accepted by us and is provided automatically at occurrence of the terms specified in the Blockchain. The Users understand and accept that they are not able to challenge the data in the System or ask for the reimbursement for the Service or any other reimbursement.

7. User Wallet

- 7.1 Users can register with their own Ethereum wallet or an Ethereum wallet may be created for them at a later point in time.
- 7.2 User wallets created by Pecun.io can either be retrieved and self-maintained or maintained by Pecun.io.

8. Notification About Risks

The User understands and accepts the risks in connection with transferring Bitcoins and Altcoins to the Service. In particular, but not limited, the User understands the inherent risks listed hereinafter:

9.1. Risk of software weaknesses: The User understands and accepts that the Blockchain System concept, the underlying software application and software platform is still in an early development stage and unproven, why there is no warranty that the process for creating and transferring tokens will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Bitcoins and Altcoins.

9.2. Regulatory risk: The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing blockchain technology based applications, which may be contrary to the current setup of the System and which may, inter alia, result in substantial modifications of the Service, including its termination and the loss of Bitcoins and Altcoins or tokens for the User.

9.3. Risk of abandonment / lack of success: The User understands and accepts that the creation of the Tokens and the development of the Service may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the Services are partially or fully developed and launched, the User will receive any revenues through the Tokens held by him.

9.4. **Risk of Loss of private key:** Bitcoins and Altcoins in account wallets can only be accessed with a wallet seed or combination of private key and password. The private key is encrypted with a password. The User understands and accepts that if his wallet file or password respectively his private key got lost or stolen, the obtained Bitcoins and Altcoins associated with the User's Wallet or password will be unrecoverable and will be permanently lost with the wallet seed.

9.5. **Risk of theft:** The User understands and accepts that the Service concept, the underlying software application and software platform may be exposed to attacks by hackers or other individuals that that could result in theft or loss of Bitcoins and Altcoins or tokens, impacting the ability to develop the Services. **Investing in an ICO may limit the recovery in the event of fraud or theft. While the user may have rights under applicable securities laws, the ability to recover may be significantly limited.**

9. Token sale

9.1 In order to increase the fund and run a marketing campaign Pecun.io is planning to conduct a Token sale ("Initial Coin Offering", "ICO") starting on September 15th 2017. In addition, Pecun.io may or may not offer Tokens pre-ICO, for limited time and volume.

9.2 By transferring Bitcoin (BTC) or other supported crypto currencies to the Pecun.io address in exchange for PCO Tokens, the Purchaser confirms to understand and accept that he/she makes a contribution into a Pecun.io System for the development of the project, as described in the Pecun.io Whitepaper, available at the <https://pecun.io> website.

9.3 The Purchaser understands and accepts that while the individuals and entities, including Pecun.io, assigned to this task will make reasonable efforts to develop the Pecun.io System, it is possible that such development may fail or become useless, and purchaser's PCO Tokens become useless and/or valueless due to technical, commercial, regulatory or any other reasons.

9.4 The Purchaser understands that **there are serious risks connected with buying cryptocurrency**, such as heavy fluctuations of virtual or actual currency values, which in turn may lead to **total loss of currency** over short or long periods.

9.5 The Purchaser acknowledges and understands that the Tokens have no warranty whatsoever, expressed or implied, to the extent permitted by Applicable Law and accordingly that Tokens are purchased on an "as is" basis.

9.6 The Purchaser also understands that Pecun.io will not provide any refund of the purchase price for Tokens under any circumstance.

9.7 The Purchaser further agrees to accept sole and exclusive risk for the purchase of Tokens through the Pecun.io Service. The Purchaser recognizes that the Pecun.io Platform is currently being developed and may undergo significant technical and functional changes before release.

9.8 In order to reduce the possibility of fraud, phishing attempts and other schemes perpetrated by malicious third parties, the Purchaser agrees not to respond directly to any inquiry regarding its purchase of Tokens, including but not limited to email requests purportedly coming from Pecun.io. The Purchaser understands that Pecun.io may send the Purchaser emails from time-to-time, but these email notices will never ask for information or require a response from the Purchaser.

9.9 The Purchaser recognizes that Pecun.io does not warrant the period of time for which the Pecun.io Service will be operational. Pecun.io for a number of reasons, including a lack of interest from the public, a lack of funding or competing service providers that seek to develop similar products, may

abandon the Pecun.io Service and use competitor's services built on the same underlying protocol and open source technology.

9.10 The Purchaser understands that between the time of purchase of Tokens by means of the Token sale and the inception of the Pecun.io Service, Tokens will be tradable in the Purchaser's discretion and shall be therefore be a liquid asset class.

9.11 By purchasing the PCO Tokens, the Purchaser confirms that he/she:

- Is legally permitted to purchase Tokens in the Purchaser's jurisdiction;
- Is of a sufficient age to legally purchase Tokens or has received permission from a legal guardian who has reviewed and agreed to these Terms and the Sale Agreement;
- Will take sole responsibility for any restrictions and risks associated with the purchase of Tokens as set in the Terms;
- Is not exchanging Bitcoin for Tokens for the purpose of speculative investment;
- Has a full and complete understanding of the usage and intricacies of Blockchain-based assets, like Tokens, Bitcoins and Altcoins and Blockchain-based software systems.
- Is not a citizen of the United States of America and India.

9.12 After purchasing PCO Tokens, the Purchaser becomes a Token Holder. Every Token Holder becomes part of the funding system organized by the Pecun.io Service and is entitled to:

- Trade PCO Tokens with other Users.
- Opt out of fundings at any time by giving back the tokens to Pecun.io.

9.13 The price of one PCO Token is set at 200 ETH initially. The price can be altered at any time, at the sole discretion of Pecun.io management. There will be 100'000'000 PCO Tokens issued . Regarding the Token distribution, pls refer to Pecun.io whitepaper.

10. Taxation

The Users bears the sole responsibility to determine if the contribution to and receipt from the Smart Contract System, including but not limited to the acquisition of Tokens, change of the Token's value with the course of time and the receive function of the Smart Contract System shall be a taxable event for the User. The Users bear full responsibility for timely and correct calculation and payment of all taxes due in accordance with the legislation applicable to the Users. The Service is not a tax agent of the User, as well as it does not advise the User on the order of calculation and/or the payment of taxes.

11. No Forward-Looking Statements

13.1. Nothing in the Service, in the Terms or in any statements or information contained on the Site at any moment, or in any means of communication of the Service (including but not limited to the publications in social media, as well as the statements or declarations made by inter alia the representatives of the Service, notwithstanding whether they had been made personally or on behalf of the Service), not withstanding the time of their occurrence, shall be construed as the guarantee of gaining profit or benefit in any other form. The Users understand that participating in funding and ICOs may result in financial losses.

13.2. The User understands and accepts that while the individuals and entities assigned to provide certain tasks to develop Service and Tokens will make reasonable efforts to develop, complete these tasks as well as operating the Services under any regulatory scheme, it is possible that such development may fail and Tokens become useless or valueless due to technical, commercial, regulatory or any other reasons.

13.3. Hence, User therefore understands and accepts that the transfer of BTC and Altcoins to the Service may result in a total loss and that User shall not have any claim whatsoever to reclaim any cryptocurrency lost.

12. No Liability

14.1. The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of the Service, the Blockchain System liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, Tokens, Services or Blockchain system 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 developers, auditors, contractors or founders of the Blockchain System and/or the Services shall not 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 the inability to use of the Blockchain System and/or Services. The User further specifically acknowledges that developers, auditors, contractors or founders of the Tokens, Smart Contract System and/or the Services are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, including other creators of Token, and that the risk of creating, holding and using Token rests entirely with the User. By creating or holding Token, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the creation or ownership of Token or any other action or transaction related to the Smart Contract System.

14.2. The Service does not guarantee the permanent and uninterrupted operation of the Site and does not take any responsibility for direct, indirect, accidental, special, circumstantial or punitive damages, including but not limited to the losses in the form of lost profit for the mistakes and/or technical issues in operation of the Site, or restriction of the access to the Site on the territory of any jurisdiction.

13. Miscellaneous

15.1. The User understands and accepts that the network of miners will be ultimately in control of the Smart Contract System. The User understands that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run the new version of the Smart Contract System. Under such a scenario, Tokens will likely have no intrinsic value.

15.2. The User agrees 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.

15.3. The Terms govern the creation, transfer and holding of the Tokens and supersede any public statements about the launch of Tokens and/or the Smart Contract System made by anyone in the past, present and future.

15.4. The applicable law is the law of the principality of Liechtenstein. The ordinary courts of the registered domicile of the defendant, the United Arab Emirates, shall finally settle any dispute arising out of or in connection with the creation of the Tokens and the development of Services.

15.5. During the Pre-ICO phase, all terms&conditions of the "Simple Agreement for Future Tokens Purchase", downloadable at our website www.pecun.io, are fully applicable in addition to these Terms of Service.