

## **ITRUE GENERAL TERMS & CONDITIONS OF ITU TOKEN SALE**

Last updated: 19.07.2018

### **GENERAL TERMS AND CONDITIONS OF ITU TOKEN SALE**

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE AVAILABLE IN THE INTERNET VIA [HTTPS://ITRUE.IO](https://itrue.io) OR BUY ITU TOKENS. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE CONTACT THE COMPANY AT [HELLO@ITRUE.IO](mailto:hello@itrue.io).

BUYING ITU TOKENS INVOLVES RISKS, AND PURCHASERS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR ENTIRE PURCHASE. ALL PURCHASERS SHOULD MAKE THEIR OWN DETERMINATION OF WHETHER OR NOT TO MAKE ANY PURCHASE, BASED ON THEIR OWN INDEPENDENT EVALUATION AND ANALYSIS. DO NOT PURCHASE ITU TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING ITU TOKENS, YOU SHOULD CAREFULLY CONSIDER THE TERMS AND CONDITIONS OF THIS ITU TOKENSALE 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 ITU TOKENS. BY PURCHASING ITU TOKENS, AND TO THE EXTENT PERMITTED BY LAW, YOU AGREE NOT TO HOLD ANY OF THE COMPANY AND ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, CONSULTANTS, EQUITY HOLDERS, SUPPLIERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS LIABLE FOR ANY LOSSES OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, TO THE SALE OF ITU TOKENS, INCLUDING LOSSES ASSOCIATED WITH THE TERMS SET FORTH BELOW.

PLEASE NOTE THAT COMPANY IS IN THE PROCESS OF UNDERTAKING A LEGAL AND REGULATORY ANALYSIS OF THE FUNCTIONALITY OF ITU TOKEN. FOLLOWING THE CONCLUSION OF THIS ANALYSIS, COMPANY MAY DECIDE TO AMEND THE INTENDED FUNCTIONALITY OF ITU TOKEN IN ORDER TO ENSURE COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENTS TO WHICH COMPANY IS SUBJECT. WE SHALL PUBLISH A NOTICE ON OUR WEBSITE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF ITU TOKENS AND IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK OUR WEBSITE FOR ANY SUCH NOTICES. ON THE CONCLUSION OF THIS ANALYSIS, WE WILL DECIDE WHETHER OR NOT TO CHANGE THE FUNCTIONALITY OF ITU TOKENS.

ITRUE DOES NOT ACCEPT ANY USERS FROM THE COUNTRIES OR TERRITORIES WHERE ITS ACTIVITY SHALL BE ESPECIALLY LICENSED, ACCREDITED OR REGULATED IN OTHER WAYS. YOU SHALL CHECK YOUR APPLICABLE LAW AND BE FULLY RESPONSIBLE FOR ANY NEGATIVE IMPACT ARISEN FROM YOUR RESIDENCE COUNTRY REGULATIONS. IF YOU ARE TRAVELING

TO ANY OF THESE COUNTRIES, YOU ACKNOWLEDGE THAT OUR SERVICES MAY BE UNAVAILABLE AND/OR BLOCKED IN SUCH COUNTRIES.

IF YOU DO NOT AGREE WITH THIS AGREEMENT AND CONDITIONS OF ITU TOKEN SALE YOU MUST NOT ACCESS OR USE THE WEBSITE OR PURCHASE ITU TOKENS VIA <https://itrue.io>

## PREAMBLE

These General Terms & Conditions (hereinafter referred to as the “Terms”), including any and all Additional Documents, constitute a legally binding agreement between the **iTrue Limited** that is a company incorporated in Hong Kong (registered address Unit 1503, 15/F, No. 69 Jervois Street, Sheung Wan, Hong Kong [“Company,” “iTrue”, “we,” “us”]) the owner of the website available in the Internet via <https://itrue.io> and any and all Participants as defined herein in the Definitions Section.

By the fact of the Website use and/or ITU Tokens purchase the respective Participant agrees that they fully read, understood and irrevocably accepted these Terms. If any Participant does not agree with these Terms in general or any part of them, such Participant should withhold from using the Website <https://itrue.io> and/or purchase of ITU Tokens as defined herein in the Definitions Section.

Unless otherwise stated herein, these Terms govern only Participant’s purchase of Tokens from iTrue during the Sale Period. Any use of Tokens in connection with providing or receiving Services in the Platform will be governed primarily by other applicable Terms and policies. iTrue may use third party services to process the Token Pre-Sale and Token Sale and any rules applicable by third party described in these Terms to such processing of ITU tokens should also be applicable in addition to these Terms.

## DEFINITIONS

1. The following definitions and rules of interpretation apply in these Terms:

### **Agreement**

These Terms and any other rules, policies or procedures that may be issued by iTrue and published from time to time on the Website (including the Accompanying Documents).

### **Accompanying Documents**

Other ITU Token Sale regulatory documents accompanying and detailing these Terms, being inalienable part hereof and published on the Website (including, but not limited to Privacy Policy, ITU Token Sale Agreement etc.). In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply. Project White Paper and information on the Website is not considered as any type of Accompanying documents and provided only as a descriptive information about the project.

**Affiliate** Any person or entity that have any relation to iTrue, including, but not limited to partners, employees, agents and contractors of iTrue.

**Applicable Law** Law applicable under these Terms to any and all relations between a Participant and iTrue.

**iTrue Platform** A digital platform (not a legal entity) which shall function as described in White Paper.

**Cryptocurrency** Digital currency, represented by ETH (Ethereum), BTC (Bitcoin), (LTC) (Litecoin) used by Participants to purchase ITU Tokens.

**Intellectual Property Rights** Any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up and trade dress, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by iTrue in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.

**ITU Tokens** Digital cryptographic Tokens which are software digital products (not being cryptocurrency), created by iTrue as a cryptographically secured representation of certain rights, described in Appendix A of iTrue General Terms & Conditions of ITU Token Sale.

**ITU Tokens Sale** An offering of ITU Tokens to eligible Participants to purchase ITU Tokens during a limited period of time, which is stipulated in Annex A, according to the price as described in the Token Sale Agreement.

**Ethereum Smart Contract** Digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of ITU Tokens by a Purchaser.

**User Account** Available at the Website <https://itrue.io> or any related subdomain thereof special registration form that is intended to facilitate the procedure of purchase and receipt of the Tokens

**Tokens Sale Participant ("Participant" or "You")** Any person, who uses the Website and purchases ITU Tokens. The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Tokens Sale Participants to participate in a certain phase of ITU Tokens Sale.

**Website** A group of interrelated websites owned and operated by **iTrue Limited** available in the Internet via address: <https://itrue.io> and special application based on blockchain technology.

2. In the Terms, unless the opposite is clear from the context:

- 1) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 2) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 3) References to clauses and schedules are to the clauses and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule;
- 4) A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 5) All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated body (whether or not having separate legal personality);
- 6) The term 'including' does not exclude anything not listed;
- 7) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 8) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 9) A reference to writing or written includes fax and e-mail.
- 10) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 11) Any words following the Terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those Terms
- 12) Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

## GENERAL PROVISIONS

3. Purchaser is only allowed to purchase ITU Tokens if by buying ITU Tokens he/she/it covenant, represent, and warrant that they are neither a citizen, resident or tax resident of the United States of America, (hereinafter referred to as the "U.S." or U.S. Person), Hong Kong, China, North Korea, Taiwan, Afghanistan, Pakistan, Iran, Syria, Yemen, Somalia, Sudan, South Sudan, Central African Republic and countries or territories or individuals under the sanctions of the United Nations or the European Union (the list is available at: [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-08-04.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf)). You also represent and warrant that You are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens, or where participation in ICO is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling ITU Tokens to anyone who does not meet the criteria set forth above.

The U.S., Hong Kong, China, citizens and residents are not eligible and not allowed to participate in the ITU Token Sale due to various taxation and regulatory issues. Purchaser is only allowed to purchase ITU Tokens if he/she/it is neither a U.S., Hong Kong, China, citizen or permanent resident of the mentioned states, nor Purchaser has a primary residence or domicile in the U.S., (including Puerto Rico, the U.S. Virgin Islands, and any other possessions of the U.S.) or Hong Kong, China. In order to buy ITU Tokens and by buying them Purchaser covenant, represent, and warrant that none of the owners of the company, of which Purchaser can be an authorized officer, are U.S., Hong Kong, China citizens or permanent residents. Should this change at any time, Purchaser shall immediately notify the Company. Purchaser also represent and warrant that he/she/it is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or cryptographic tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. The Company shall reserve the right to refuse to sell ITU Tokens to anyone who does not meet the citizenship and residence criteria set forth above. Purchasers cannot resell ITU Tokens to citizens and residents of countries and territories restricted in this Agreement.

4. By using this Website each Participant covenants, represents, and warrants that (under the Applicable Law and law of the country of Participant's residence):

- 1) he (she) is of an age of majority to enter into these Terms (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into agreement with the Company and in doing so will not violate any other agreement to which he (she) is a party;
- 2) he (she) has necessary and relevant experience and knowledge to deal with cryptographic Tokens, cryptocurrencies and Blockchain-based systems, as well as full understanding of their framework, and is aware of all the merits, risks (including but not

limited to the risks described in Appendix B) and any restrictions associated with cryptographic Tokens (their purchase and use), cryptocurrencies and Blockchain-based systems, as well as knows how to manage them, and is solely responsible for any evaluations based on such knowledge;

3) if he (she) is a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms;

4) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;

5) he (she) is not a resident of a geographic area or citizen of jurisdictions as specified in paragraph 3 hereof.

5. A Participant shall not use the Website if under the Applicable Law and/or law of the country of Participant's residence he (she) is prohibited from using it. Any Tokens Sale Participant that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of ITU Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

6. Before using the Website and/or purchasing any ITU Tokens a Participant is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and ITU Tokens Sale procedure. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their Terms of use shall be the same as of these Terms. By using the Website, each and any Token Sale Participant confirms that he (she) has fully read and understood not only these Terms, but also any Accompanying Documents and fully accepts their Terms.

7. These Terms are effective from the time You begin using the Website. Participants may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

8. The Participant acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements, at iTrue's sole discretion. If such changes, modifications, amendments, alterations or supplements will occur, iTrue shall inform You by publishing relevant notification on the Website. Your continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute Your consent hereto and acceptance hereof. In any case, the date of the most recent amendments and alterations will be indicated at the top of these Terms.

9. The Participant acknowledges and accepts that the iTrue reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended by iTrue. iTrue does not guarantee their safety and conformity with any of Your expectations. Furthermore, iTrue is not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. iTrue assumes no obligations in the event of any damage or loss, or any other impact,

directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

## **INDEMNIFICATION**

10. To the extent allowable pursuant to Applicable Law, the Participant shall indemnify, defend, and hold iTrue and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against iTrue arising out of a breach of any warranty, representation, or obligation hereunder.

11. The Participant shall not have any claim of any nature whatsoever against iTrue for any failure by iTrue to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to power failure, Internet Service Provider failure, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the absolute and direct control of iTrue.

## **LIMITATION OF LIABILITY**

12. Any and all purchases of ITU Tokens are final and non-refundable. By purchasing the ITU Tokens, the Participant acknowledges that neither the iTrue nor any other of its affiliates are required to provide a refund for any reason, and that the Participant will not receive money or other compensation for any ITU Tokens that is not used or remains unused for any reason.

13. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

1) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND

2) IN NO EVENT WILL THE COMPANY AND ANY OF THE COMPANY PARTIES (JOINTLY) AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

14. Nevertheless, the Parties shall be responsible for compliance with the iTrue General Terms and Conditions of Token sale and Accompanying Documents, for fulfillment of the

Participant's commitments and guarantees in the manner and in the amount prescribed by the iTrue General Terms and conditions of Token sale and Accompanying Documents, in particular:

1) In case of filing accusations, claims or lawsuits to iTrue related to non-compliance by the Participant of the ITU Tokens Sale Agreement and/or engagements entered by the Participant during the participation of the Token Sale, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate the iTrue documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfilment of his obligations by the Participant.

2) In case of filing accusations, claims or lawsuits against iTrue, related to non-compliance by the Participant with exclusive rights or other rights of third parties, the Participant agrees to settle such claims or actions on his own and at his own expense, as well as fully compensate iTrue documented proven losses, court fees, legal costs, incurred in connection with the refusal of the Participant or untimely fulfilment of his obligations by the Participant.

3) In case of the Participants' violation of his obligations of the iTrue General Terms and conditions of Token sale and Accompanying Documents, iTrue reserves the right to:

- a) demand full compensation from the Participant for losses caused by every violation;
- b) bring a case before a court if the compensation doesn't cover iTrue' loss;
- c) release the information relating to the Participant's identity and location to any authorized officer in accordance with the applicable law.

15. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Participant, the limitations will apply to the Participant only to the extent permitted by Applicable Law. The Participant understand and agree that it is his (or her) obligation to ensure compliance with any legislation relevant to his (or her) country of domicile concerning use of the Website, and that the Participant should not accept any liability for any illegal or unauthorized use of the Website.

16. The Participant agree to be solely responsible for any applicable taxes imposed on ITU Tokens purchased hereunder. The Participant shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions under the iTrue Token Sale.

#### OBLIGATIONS OF THE PARTIES

17. iTrue accepts the following obligations:

- 1) to provide token holders with the ability to acquire ITU Tokens in any lawful way, as well as to use ITU Tokens in any way that is allowed by these Terms or any of the Accompanying Documents;
- 2) to provide token holders with rights and abilities as described in the White Paper of the iTrue Project and this Terms;



3) to ensure the functioning of the Platforms within the framework of iTrue's abilities, depending on the results of Token Sale.

18. Participant accepts the following obligations:

- 1) to comply with these Terms and any of the Accompanying documents in their entirety;
- 2) to follow all legal requirements of the jurisdiction which the Participant is a citizen or resident of;
- 3) to provide iTrue with correct and relevant personal information that may be requested prior to the purchase of ITU Tokens;
- 4) to seek legal and other professional help in order to understand all of the technical, financial and legal aspects of iTrue Platform and risks connected to it.

## **REPRESENTATIONS AND WARRANTIES**

19. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY ITRUE, ITU TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND ITRUE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; ITRUE DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED; AND ITRUE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

20. By purchasing the ITU Tokens the Participant represents and warrants that he (she) has read and understands the ITU Token Sale General Terms and Conditions and Token sale Agreement and all Accompanying Documents in full and he fully agree with the information about the functionality of Token described in appendix A, usage, storage, transmission mechanisms and other material characteristics of the ITU Tokens, blockchain technology, blockchain-based software systems and their risks, and appreciates the risks and implications of purchasing the ITU Tokens.

21. You understand that the ITU Tokens confer only the rights described in the Appendix A to these Terms and confer no other rights of any form with respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights. You are purchasing ITU Tokens to receive rights described in Appendix A and participate in development of iTrue and to support the development, testing, deployment and operation of iTrue. You are not purchasing ITU Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

22. The Participant fully understands, realizes and agrees that the ITU Tokens are created on a blockchain and are designed to be used in the manner described in Accompanying Documents Participant agree to accept consequences of possible regulation of ITU Tokens

in jurisdiction of the Company incorporation and agree to provide all documents requested from iTrue in case of such regulation in order to comply with all requirements demanded from governmental bodies of jurisdiction of Company incorporation.

23. iTrue does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. iTrue shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

24. The Participant will not forge, or otherwise manipulate any personal or non-personal data requested by iTrue in the process of the Participant's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by the iTrue in the event when such necessity arises in connection within the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of the iTrue or in accordance with the applicable law.

25. The Participant's purchase of the ITU Tokens complies with applicable laws and regulations in the Participant's jurisdiction.

26. The Participant does not intend to hinder, delay or defraud iTrue or any other Participants of the iTrue Platform or engage in any illegal conduct and or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

27. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this section may not apply to You.

## **INTELLECTUAL PROPERTY**

28. iTrue has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the ITU Tokens and his activities generally. In no way shall these Terms entitle any Participant for any intellectual property of iTrue, including the intellectual property rights for the Website and all text, graphics, Participant interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by iTrue and is protected by national and international intellectual property rights protection laws.

29. Unless otherwise stated, the content and information on the Website are the property of iTrue. You may not download, reproduce, or retransmit any information, other than for noncommercial individual use. The Website is to be used by the Participants only. You are granted a limited, nontransferable, revocable license to view and copy the information solely for personal use only, subject to clause 30 of these Terms.

30. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the Website shall vest in and remain property of iTrue. You are permitted to download and print such materials from the Website for personal and noncommercial use provided that You do not breach these Terms and conditions

31. iTrue retain all intellectual property rights, mostly, but not limited, to copyright, over the source code forming ITU Tokens.

32. There are no implied licenses under the Terms, and any rights not expressly granted to the Participant hereunder are reserved by the iTrue.

33. If for the purpose of any intellectual property right registration of the iTrue, any documentary submission or any other action is required from the Participant, the Participant must provide the iTrue with the respective assistance.

#### **ENTIRE AGREEMENT**

34. These Terms are intended to fully reflect the provisions of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is accepted by the party that benefits from the enforcement of such provision by action of a click in a specific check box with the text "I agree", which shall be published on the Website in such case. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

#### **SEVERABILITY**

35. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining Terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

#### **APPLICABLE LAW AND DISPUTE RESOLUTION**

36. All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of Hong Kong (Applicable Law).

37. To resolve any dispute, controversy or claim between Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate the issue in good faith for a period of not less than sixty (60) days following written notification of such

controversy or claim to the other Party. If negotiations failed to solve dispute, such dispute shall be referred to and finally resolved by arbitration under the Rules of the Estonian Court of International Arbitration in force on the date on which the arbitration is commenced, which Rules are deemed to be incorporated by reference into this Article.

## **TERMINATION AND SUSPENSION**

38. Notwithstanding anything contained herein, iTrue reserve the right, without notice and at its sole discretion, to terminate these Terms or suspend the Participants right to access the Website, including (but not limited to) in case of Participant's breach of these Terms or if the iTrue believes You have committed fraud, negligence or other misconduct. The Participant may terminate these Terms without notice by discontinuing use of the Website. All rights granted to the Participant under these Terms will immediately be revoked upon our termination of these Terms or iTrue suspension of the Your access to the Website. In the event of any Force Majeure Event (as defined in clause 11), breach of these Terms, or any other event that would make provision of services commercially unreasonable for iTrue, the Company may, in its own discretion and without liability to the Participant, with or without prior notice, suspend the Participant's access to all or a part of iTrue Platform. iTrue may terminate the Participant's access to the Website in its sole discretion, immediately and without prior notice, and delete all related information and files related to such participant without liability to You, including, for instance, in the event that the Participant breach any term of these Terms. In the event of termination, iTrue will attempt to return any funds stored in Your smart contract number not otherwise owed to iTrue, unless iTrue believes the Participant has committed fraud, negligence or other misconduct.

## **MISCELLANEOUS**

39. Any notice or other communication under the iTrue Token Sale Agreement shall be in writing and shall be considered given and received when sent by email. The Participant's official email for communication shall be deemed the email specified by the Participant during the Application for TGE.

40. The iTrue and its Affiliates strictly follow anti-money laundering (AML), "know Your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any Participant fully agrees to assist the iTrue in fulfilment of the mentioned regulations and provide any necessary information if such is required from the Participant by the authorized authority.

41. Materials, such as iTrue White Paper and others, published in the Website or elsewhere, are not binding and do not – unless explicitly referred to herein – form part of these Terms, and are of descriptive nature only.

42. The Participant will implement reasonable and appropriate measures designed to secure access to:

- 1) any device associated with the email address associated with the Platform;
- 2) private keys required to access any relevant Ethereum address, and;

43. In case the Participant suspect a security breach in any of the above-mentioned, he will inform iTrue immediately so iTrue can take all required and possible measures to secure the Website, the Platform, ITU Tokens and systems as whole.

## Appendix A

### OVERVIEW OF TOKENS

1. ITU Tokens are based on the Ethereum protocol and conform to the ERC-20 standard.
2. Tokens smart contract address will be published in due time, but not after Tokens Sale is finished [with respect to definitions, that are stipulated in article 1 of this Terms].
3. ITU Tokens carry no rights, expressed or implied other than those set out herein, subject to ITU successful completion and deployment of the project. In particular, ITU Tokens holders shall not have any influence in the development or governance of ITU, and ITU Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to ITU.
4. ITU Tokens shall be distributed during the Token Sale event.
5. ITU Token Sale shall be divided into three parts: Private Sale, Pre-ICO and ICO. Private Sale will be held from 23th July to 22th August. Pre-ICO will be held from 3rd September to 30th September. And ICO will be held from 15th October to 16th December (ICO), or until 75 000 000 USD ("Hard-Cap") are gathered by the Company and regulated by these Terms and ITU Token Sale Agreement. ICO is divided into 2 parts: Part 1, which will be held from 15th October to 4th November and Part 2, which will be held from 19th November to 16th December.
6. Participants understand and accept, that they can send an amount of ETH (Ethereum), BTC (Bitcoin), LTC (Litecoin), equal to 0.025 USD for one ITU Token according to the cost of ETH, BTC, LTC, on the date of purchase (the "Purchase Amount") for each ITU Token to the Tokens smart contract address, that is specified on the official Website of iTrue and receive one ITU Token in exchange. Minimum investment amount is equal to 100 USD. Maximum investment amount is equal to 100 000 USD (within the first 7 days – Pre-ICO and ICO Part 1). Starting from the day 8, the maximum amount becomes unlimited. Minimum and maximum investments amounts can be changed on Company's sole discretion. There will be in total 8 000 000 000 Tokens available. Only 60% of them will be sold during Token Sale ("Total ITU Tokens Number"). iTrue shall not create additional ITU Tokens at any time after the initial token release. All unsold tokens will be automatically burned via Smart-Contract.
7. Applicable exchange rate for cryptocurrencies is set accordingly to the cost of ETH, BTC, LTC, at <http://www.coinmarketcap.com> at the closing price immediately preceding the date when the payment has been received by the Company;
8. Company will make available at the Website <https://itrue.io> or any related subdomain thereof registration of User Account to facilitate the procedure of purchase and receipt of the Tokens ("User Account"). To purchase the Tokens through the User Account, Purchaser shall:

- 1) undergo a registration procedure,

2) follow required KYC-procedures and obtain a personal user account available on the Website ("User Account");

3) log in to the User Account; and

4) follow the on-screen instructions for making a purchase of Tokens.

Any other offers concerning ITU Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the Company;

8. ITU Tokens shall be distributed in the following manner:

1) 60% of the total number of Tokens will be accrued to the Purchasers, that have bought ITU Tokens during ICO;

2) 10% of the total number of Tokens will be accrued to iTrue Team;

3) 7% of the total number of Tokens will be accrued to Advisors;

4) 22% of the total number of Tokens will be accrued to Reserve Fund;

5) 0.9% of the total number of Tokens will be accrued to Bounty;

6) 0.1 % of the Total ITU Tokens Number shall be retained by the Airdrop. Such Tokens will be sent to the Participants, that meets requirements, that will be published on the Website. iTrue reserves the right to change requirements for participation in AirDrop on Company's sole discretion.

9. iTrue reserves the right to an emergency stop functionality to stop the distribution process. Use of this functionality shall remain in discretion of iTrue and shall only be used in limited situations, such as, but not limited to:

1) serious security issue detected;

2) serious network performance issue, depriving all users of equal treatment;

3) any type of material attack on the ITU Tokens, the Platform, Website or Ethereum network.

10. ITU Tokens distribution will be offered only through the Website. No third-party website or a different provider except ones listed herein is allowed and has not been in any way supported, engaged, authorized or endorsed by iTrue and have no relationship in any way with iTrue. The only official and authorized website and ITU Tokens distribution provider is the Website available in the Internet via <https://itrue.io>. The Participant must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name is correct.

iTrue reserves the right to use services of third party services for processing of payments for ITU Tokens.

11. ITU Tokens is not a consumer product and its holders accept explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

12. ITU Tokens are digital cryptographic Tokens which are software digital products (not being cryptocurrency), created by iTrue as a cryptographically secured representation of an operational instrument which give the Participant the right to use ITU Tokens on the Platform as well as receive the following rights:

1) to acquire and use ITU Tokens in any way that is allowed by these Terms, TSA;

2) to receive access for relevant software, that was developed by the Company and to iTrue Platforms, depending on the results of the token sale and within framework of the Company's possibilities.

3) to use ITU Tokens on the Platform as it is prescribed in the White Paper and to receive rights, bonuses, as are described in the White Paper, depending on the results of the token sale and within framework of the Company's possibilities.

13. In order for the Token Sale to be successful, during the Token Sale period, at least sum equal to 7 500 000 USD shall be paid for the Tokens in accordance with the Terms and TSA set out herein ("Soft Cap"). If the Soft Cap is not achieved, then all payments made by Purchasers shall be refunded to them.



## Appendix B

### RISKS

The Participant understand that ITU Tokens, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of iTrue' exclusive control and adverse changes in market forces or the technology, broadly construed, may prevent or compromise iTrue' performance under these Terms.

Participant agree that no other party (including, without limitation any) may be held liable for any loss arising out of, or in any way connected with Participant's participation in the ITU Tokens-sale, or receiving and holding Tokens or such risk.

In addition to the above, the Participant also acknowledge that prior to receiving Tokens he have been warned of the following risks, associated with the Website, the iTrue Tokens, the Platform and other relevant technologies mentioned herein:

#### **A) Legal risks regarding securities regulations**

There is a risk that in some jurisdictions the ITU Tokens might be considered to be a security, or that it might be considered to be a security in the future. iTrue does not give warranties or guarantees that ITU Tokens are not a security in all jurisdictions. Each holder of ITU Tokens shall bear its own legal or financial consequences of ITU Tokens being considered a security in their respective jurisdiction.

Every Participant is bound to check if acquisition and disposal of ITU Tokens is legal in his jurisdiction, and by accepting these Terms, each Participant undertakes not to use ITU Tokens should their use not be legal in the relevant jurisdiction. If a Participant establishes that the use of ITU Tokens under these Terms is not legal in his jurisdiction, You should not use the ITU Tokens, not acquire them and should immediately stop using or possessing them if such case arises.

Acquiring cryptographic Tokens for personal possession and exchanging them for other cryptographic Tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of iTrue to provide ITU Tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that ITU Tokens are not legal in certain jurisdiction, iTrue will either:

- 1) cease operations in that jurisdiction, or
- 2) adjust ITU Tokens and the Platform in a way to comply with the regulation should that be possible and viable.

#### **B) Risks associated with Ethereum**

ITU are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the ITU Tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to ITU Tokens, and also other ways.

#### **C) Risk of unfavourable regulatory action in one or more jurisdictions**

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and ITU Tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital Tokens like ITU Tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

**D) Risk of theft and hacking**

Hackers or other groups or organizations may attempt to interfere with Your Third-party Wallet, the Website or the availability of ITU Tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. You hereby agree that iTrue shall have no liability for any such loss the Participant incur.

**E) Risk of security weaknesses in the Website and/or ITU Tokens source code or any associated software and/or infrastructure**

There is a risk that the Website and ITU Tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of ITU Tokens.

**F) Risk of weaknesses or exploitable breakthroughs in the field of cryptography**

Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, ITU Tokens, the Platform, which could result in the theft or loss of ITU Tokens.

**G) Risk of mining attacks**

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the ITU Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the ITU Tokens, expected proper execution and sequencing of ITU Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of iTrue and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the ITU Tokens interact with and consequently the ITU Tokens may be impacted in that way to the extent, described above.

**H) Risk of uninsured losses**

ITU Tokens are unlike bank accounts or accounts at some other financial institutions and are entirely uninsured.

**I) Risk of malfunction in the Ethereum network or any other blockchain**

It is possible that the Ethereum network or any other network, to which the ITU Tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that result in the loss of ITU Tokens

**J) Internet transmission risks**

The Participant acknowledge that there are risks associated with using the ITU Tokens including, but not limited to, the failure of hardware, software, and Internet connections. The Participant acknowledge that iTrue shall not be responsible for any communication

failures, disruptions, errors, distortions or delays You may experience when using the Website and ITU Tokens, howsoever caused.

**K) Unanticipated risks**

Cryptocurrencies and blockchain are new and untested technology. In addition to the risks set forth here, there are risks that iTrue cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

**L) Insufficient interest in iTrue, the Platform and ITU Tokens**

It is possible that iTrue, ITU Tokens or Platform will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.

**M) ITU Tokens and the Platform, as developed, may not meet the Participant's expectations**

The Platform is currently under development and may undergo significant changes before release. The Participant's expectations regarding the form and functionality of the Platform and ITU Tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of ITU Tokens.