

TERMS AND CONDITIONS OF UPLINE TOKENS

05.01.2018

These Terms constitute a legally binding agreement between the User and Upline. You agree to the terms and conditions herein by clicking “accept the Terms” on Website or purchasing the Tokens. In addition to these Terms, each User is obliged to comply with the technical rules associated with the relevant smart contract.

1. INTERPRETATION AND DEFINITIONS

- 1.1. **Appendices** – all documents regulating the Tokens and the subscription and sale thereof (excluding these Terms but including the Whitepaper and other operating rules, policies and procedures) that are published on the Website and form inalienable part of the Terms.
- 1.2. **ETH** –Ethereum, an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- 1.3. **ICO** – initial coin offering arranged by Upline for offering the Tokens.
- 1.4. **Party** – the User or Upline.
- 1.5. **Pre-ICO** – public subscription event for Tokens arranged by Upline.
- 1.6. **Terms** – these terms and conditions (as amended from time to time).
- 1.7. **Upline, we, us and our** – Upline Solutions OÜ, an Estonian limited liability company registered under registry code 14073037.
- 1.8. **User, you and your** – anyone who uses the Website as the purchaser of Tokens or otherwise acquires Tokens at any time.
- 1.9. **Tokens** – ERC20 standard Ethereum token issued during the ICO by Upline and giving to their holders the rights specified in these Terms. References to Tokens are also deemed to be references to both full and fractional Tokens, unless expressly otherwise stated or evident from the context.
- 1.10. **Website** – website located at ico.upline.solutions

2. TOKENS AND THE RIGHTS OF TOKENHOLDERS

- 2.1. Accepting subscriptions, sale and issuing of Tokens by Upline during the the Pre-ICO or the ICO is subject to these Terms. Upline is the sole issuer of Tokens. Upline plans to draft a prospectus for offering of Tokens during the ICO which may deviate from these Terms.
- 2.2. Upline will create up to 157,430,000 Tokens. The Tokens are available for subscription during the Pre-ICO and purchasing during the ICO. The amount of Tokens available are following:

Phase	Maximum amount collected (EUR)	Price (EUR/Token)	Maximum amount of Tokens subscribed	Token Bonus	Maximum amount of subscribed and bonus Tokens
Pre-ICO stage 1	300,000	0.1	3,000,000	50%	4,500,000
Pre-ICO stage 2	1,000,000	0.1	10,000,000	35%	13,500,000
ICO	11,300,000	0.1	125,430,000	0% - 25%	113,000,000 - 125,430,000
Bounties	0	N/A	2,800,000	0%	2,800,000
Advisory board	0	N/A	4,200,000	0%	4,200,000
Founders, team	0	N/A	7,000,000	0%	7,000,000
				Total max:	157,430,000

- 2.3. Upline has the right to assign the Tokens which are not subscribed during the Pre-ICO under the conditions that are suitable for Upline. The Tokens that have not been assigned, subscribed or purchased by the end of the ICO will be destroyed or scrambled after the ICO.
- 2.4. At the end of a Upline's financial year, Upline will transfer 20% of its distributable profit to the specific ETH wallet. The ETH is then redistributed to all holders of Tokens according to smart contract conditions (i.e. the stake of profit is received pro-rata based on share of Tokens owned).
- 2.5. Tokens impart no proprietary rights or obligation or contract, express or implied, other than the ability to receive the part of distributable profit of Upline. The holders of Tokens will not have any influence in the development or governance of Upline. The Tokens do not carry any information, reporting, inspection or similar rights.
- 2.6. Upline has the right to specify and amend the rights related to the Tokens prior to the ICO.

3. OFFERING

- 3.1. You may subscribe to the Tokens during the Pre-ICO. The Tokens subscribed during the Pre-ICO will be issued to you prior to the ICO. You may purchase the Tokens from Upline during the ICO announced on the Website or from holders of Tokens on secondary market once the Tokens become available for trade at the secondary market. Upline may sell the Tokens to you directly or through secondary market also following the ICO. In each case the Tokens are subject to these Terms.
- 3.2. The time when the Pre-ICO Stage 1 will take place will be published at the Website. During the Pre-ICO Stage 1, EUR 300,000 worth of Tokens will be made available for subscription by the Users. The subscription Token price is EUR 0.1 per Token. During the Pre-ICO Stage 1, the User will receive the right to bonus Tokens in the amount equalling to 50% of subscribed Tokens. There is no limit on maximum purchase price that can be contributed by a User as long as the total consideration does not exceed EUR 300,000.
- 3.3. The time when the Pre-ICO Stage 2 will take place will be published at the Website. During the Pre-ICO Stage 2, EUR 1,000,000 worth of Tokens will be made available for subscription by the Users. The subscription Token price is EUR 0.1 per Token. During the Pre-ICO Stage 2, the User will receive the right to bonus Tokens in the amount equalling to 35% of subscribed Tokens. There is no limit on maximum purchase price that can be contributed by a User as long as the total consideration does not exceed EUR 1,000,000.
- 3.4. The time when the ICO will take place will be published at the Website. The exact terms of the ICO will be added to these Terms prior to the ICO.

- 3.5. Upline reserves the right to change the starting and closing time of the Pre-ICO and the ICO in its absolute discretion. Any such changes will be published on the Website.
- 3.6. You can subscribe or purchase the Tokens by paying with ETH, bitcoins, US dollars or euros. If you use ETH to purchase Tokens, the Tokens are automatically redistributed to you according to smart contract conditions prior to the ICO. If you use Bitcoin wallet to purchase Tokens or pay with US dollars or euros, then you must create an Ethereum wallet in order to receive the Tokens.
- 3.7. You may need to provide KYC/AML and other relevant customer due diligence information and documents prior to receiving the Tokens.
 - 3.7.1. Upline reserves the right to conduct "know your customer" (KYC) procedure and any other kind of customer due diligence on you at any time (including after the close of the ICO). If Upline discovers your purchase of UPL violating this Agreement or any anti-money laundering (AML), counter-terrorism financing or other regulatory requirements, your purchase of UPL under the ICO shall be invalid with retroactive effect and Upline shall be entitled to immediately terminate this Agreement with you, deny your access to the ICO, reject delivery of any UPL and request return of any delivered UPL, irrespective of any payment that you could have made.
 - 3.7.2. You may be required to provide Upline with certain personal information, including but not limited to, your name, address, telephone number, email address, date of birth, personal code, passport, utility bills, proof regarding source of funds, etc. Upline may also require you to answer certain questions or take certain actions in order to verify your identity or comply with applicable law. In submitting this personal information, you verify that the information is accurate and authentic, and you agree to update it if any information changes. You hereby authorize Upline to directly make any inquiries we consider necessary to verify your identity and/or account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.
 - 3.7.3. Use of UPL is subject to international export controls and economic sanctions requirements. By acquiring UPL, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire UPL if you are on any sanctions list or you intend to use UPL in association with any persons or entities that are listed on any sanctions list.
- 3.8. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion.
- 3.9. We have the right to restrict or cancel your right to use the Website and refuse to perform its duties or obligations under the Terms or any other agreement if it becomes evident that:
 - 3.9.1. you are in a breach of the Terms;
 - 3.9.2. the maximum amount of the Tokens issued in one phase is booked; or
 - 3.9.3. you have given to us or other Users false, misleading and/or inaccurate information.
- 3.10. The exchange rate for ETH, bitcoins, US dollars and euros is the exchange rate published in the Website and updated based on market data.
- 3.11. You consent that by participating at the Pre-ICO and the ICO, Upline is not required to provide a refund for any reason. You will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the Pre-ICO and the ICO.
- 3.12. Upline may use the funds raised through the Pre-ICO and the ICO as it deems best. For this purpose Upline may also deviate from the allocation of funds reflected in these Terms if required in view of its business plan, market developments, actual costs associated with human resources and services, and other relevant considerations.

4. REPRESENTATIONS AND WARRANTIES

4.1. You represent and warrant to Upline that each of the following statements is true and correct:

- 4.1.1. you have read and understand these Terms;
- 4.1.2. you are not citizen or resident of Canada, Singapore, the United States of America or any of its territories;
- 4.1.3. you are not prohibited from subscribing, purchasing or receiving Tokens as per the laws of your country of citizenship or residence;
- 4.1.4. you have sought proper legal advice and confirm that your subscription or purchase of Tokens does not constitute a breach of applicable laws by yourself or Upline;
- 4.1.5. you have legal capacity (at least 18 years of age) to enter into these Terms, meet all other eligibility requirements, and are fully able and legally competent to subscribe, purchase and acquire the Tokens, use the Website and enter into agreements with Upline and Users, and in doing so will not violate any applicable law or any other agreement to which you are a party;
- 4.1.6. if you are subscribing or purchasing Tokens on behalf of an entity, you are authorized to accept these Terms on such entity's behalf and bind such entity, and such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity;
- 4.1.7. you have sufficient understanding of technical, financial and business matters, cryptographic tokens, smart contract functionality, token storage mechanisms (including wallets), and blockchain technology to understand these Terms and to appreciate and assume the risks and implications of subscribing or purchasing the Tokens;
- 4.1.8. you have obtained sufficient information about the Tokens and rights related thereto, as well as Upline to make an informed decision to subscribe or purchase Tokens;
- 4.1.9. you understand that the subscription rights only grant you the rights outlined in these Terms, namely to receive the Tokens at the ICO, and no other rights;
- 4.1.10. you understand that the Tokens only grant you the rights outlined in these Terms, and no other rights with respect to Upline, including any ownership, redemption, liquidation, proprietary (including intellectual property), or other financial or legal rights;
- 4.1.11. you understand that Tokens do not have any underline value after the Pre-ICO and the ICO and the price of Tokens is subject to fluctuations which Upline is unable to control;
- 4.1.12. you understand that you may not be able to sell or otherwise transfer Tokens due to potential lack of liquidity, including that Tokens may never become available for trade on secondary market (exchange) and/or that there may not be buyers who would be interested in acquiring the Tokens from you;
- 4.1.13. the funds used for purchasing Tokens do not have criminal, otherwise illegal or unethical origin or source, and no transaction involving Tokens is made to facilitate any criminal, otherwise illegal or unethical activity;
- 4.1.14. you understand that you are responsible for determining which taxes apply to your subscription and purchase of Tokens (if any);
- 4.1.15. you will submit only true information to us, as well as to the other Users. You will immediately inform us of changes in your submitted data;
- 4.1.16. you will keep the tools required for logging in the Website, including passwords and usernames in such a manner that third parties do not gain possession thereof. You will immediately inform us of the fact that third parties have gained possession of the data and tools.

5. SECURITY AND TAXES

- 5.1. You are solely responsible for implementing sufficient measures for securing the wallet or other storage mechanism you use to receive and hold Tokens. You acknowledge that if you lose any requisite private keys or other credentials, you may lose access to your Tokens. We are not responsible for substituting such Tokens or for any losses, costs or expenses relating to lost access credentials.
- 5.2. Any amounts that you pay for Tokens are exclusive of all applicable taxes. You are responsible for determining which taxes apply to your subscription and purchase of Tokens (if any). It is also your responsibility to withhold, collect, report and remit such taxes to appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the purchase of Tokens.
- 5.3. To the extent permitted by applicable law, you agree that no other party may be held liable for any tax liability you may incur in connection with your participation in the Pre-ICO and the ICO or receiving payments as a holder of Tokens.

6. LIABILITY

- 6.1. It is your responsibility to determine if you can legally participate in the Pre-ICO or the ICO, make payments to Upline, and receive and hold Tokens in the your jurisdiction. Upline will not be held liable in case of your failure to meet this condition.
- 6.2. To the maximum extent permitted by applicable law, the User shall compensate Upline (as well as any subsidiary, director, officer, employee or other affiliate of Upline) for i) all damages suffered thereby in connection with any breach of a representation, warranty or obligation of the User under these Terms; and ii) costs and expenses, including attorneys' fees, incurred in connection with reviewing and responding to subpoenas, legal orders and queries of public authorities concerning the User. Such damages to be compensated shall include costs and expenses incurred due to third party claims (including penalties imposed by authorities), attorneys' fees and all other damages subject to compensation under applicable law.
- 6.3. If you violate these Terms, we may prevent or terminate your use of and registration with the Website at our sole discretion and without prior notice, and without any liability or further obligation to you or any other party. This also applies, if you have acquired the Tokens while in breach of your representations and warranties or if it becomes evident that your purchase of Tokens constituted a breach of applicable laws by yourself or Upline.
- 6.4. We shall not be liable for any damages suffered by you as a result of or otherwise in connection with causes beyond our control. These include any force majeure events, cyberattacks, technical failures, defects, bugs or viruses affecting the Website or the Ethereum platform (including any delay in receiving or failure to receive Tokens in exchange for ETH sent to Upline's wallet), circumstances related to your wallet service provider, your failure to follow these Terms (including the obligation to use Upline's wallet address specified on the Website, obligation to use only ETH or obligation to use measures to ensure security of your wallet), default by our supplier or contractor, and any action taken by regulatory authorities.
- 6.5. Tokens are provided on an "as is" basis and without any representations or warranties of any kind, either expressed or implied.
- 6.6. Some statements in these Terms and in the Appendices may include forward-looking statements which reflect Upline's and/or its management's current views with respect to financial performance, market situation and future plans. All forward-looking statements address matters that involve known and unknown risks and uncertainties and other factors which may cause the actual results, performance or achievements of Upline to be materially different from what is stated in or implied by forward-looking statements. There will be no obligation to update or review any forward-looking statements, whether as a result of new information, future developments or otherwise. We do not accept any liability for forward-looking statements.

- 6.7. Should you proceed with purchasing any Tokens and the product fails to be suitable for the particular purpose as intended by you, we do not accept any liability for such unsuitability (among other things, we do not accept the return of, or refund to you the purchase price of the respective Tokens).
- 6.8. To the maximum extent permitted by applicable law, we do not accept any liability for damages, including loss of profit, resulting from any use of, or inability to use, the Website or the Ethereum platform, or from purchasing of Tokens (including in case of fraud or other misconduct by any seller of Tokens other than Upline) or their use by the User, regardless of the basis upon which liability is claimed. Among other things, we do not accept any liability for any change of the value of Tokens or ETH.
- 6.9. In any case, the total amount of our aggregate liability hereunder shall not exceed EUR 1,000.
- 6.10. No limitation of liability applies in case of intentional breach of obligations or in case of gross negligence.

7. JURISDICTION AND DISPUTE RESOLUTION

- 7.1. These Terms, the Pre-ICO and the ICO will be governed by the laws of the Republic of Estonia.
- 7.2. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, which the Parties have failed to solve by negotiations, will be settled in Harju County Court as the court of first instance.

8. MISCELLANEOUS

- 8.1. If Upline prepares a prospectus for issuing the Tokens, then the terms of the prospectus shall apply to the Terms.
- 8.2. In case of any discrepancies between the Terms and Appendices, the Terms shall prevail. In case of discrepancies between any translated copies of the Terms and Appendices, the English version prevails.
- 8.3. Notices to Upline shall be sent by e-mail to ico@upline.solutions. Notices to the User may be posted on the Website or delivered by any other means.
- 8.4. If any section, clause or provision of these Terms is held unlawful, void or unenforceable, then that section, clause or provision will be severable from the rest of these Terms and will not affect the validity or enforceability of any remaining part of that section, clause or provision, or any other section, clause or provision of these Terms.
- 8.5. Upline will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdiction.
- 8.6. No delay in performing an obligation or in exercising a right under these Terms will mean exemption of such obligation or waiver of such right, nor will separate or partial exercise of any right exclude further exercise of such right or any other right.
- 8.7. These Terms and the Appendices constitute the complete agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements concerning the subject matter of these Terms.
- 8.8. Upline may amend these Terms at any time without notice to you by posting a revised version on the Website. Upline may also provide additional bonuses. The revised version will be effective from the time we post it, unless indicated otherwise.
- 8.9. Upline may, at its sole discretion, assign any of its rights and/or obligations under these Terms to any third party. You may not assign any of your rights and/or obligations under these Terms and such rights and obligations shall be binding on you as long as you hold any Tokens.
- 8.10. Upline and the subsidiaries retain all right, title, and interest in all of their intellectual property, including inventions, ideas, concepts, software and brands, whether or not patentable,

copyrightable or protectable by trademark. You may not use any such intellectual property without our prior written consent.