

# Sales Terms and Conditions

These Terms and Conditions are designed to define the rights, obligations and responsibilities between the seller and the purchaser in purchasing tokens. Please carefully read the following token sales conditions.

The HyperSwap Foundation ("Headquarters", "Our company", "We", or the "Company"), which administers the sale of UCX tokens ("UCX tokens" or "tokens"), is established by United Arab Emirates law, and it is located in FZCO Techno Hub Building 1 Unit # 026, Dubai, United Arab Emirates and registered with the Dubai Silicon Oasis Authority (Registration No. DSO-FZE-2018). Sale of tokens is subject to these Terms and Conditions (the "Terms"). You ("You" or "Customer") and the Company are each a "Party" and collectively the "Parties".

If you wish to purchase tokens that we sell from 09:00 on 25<sup>th</sup> January, 2019, you must comply with all terms and conditions contained in these Terms. Please contact [ucx@hyperswap.io](mailto:ucx@hyperswap.io) for any questions regarding these terms and conditions.

Customer and the Company agree as follows:

## **Article 1. Commencement of token sales**

We sell tokens publicly. The start date is 25<sup>th</sup> January, 2019 ("Commencement Date") from 09:00 am.

## **Article 2. Eligibility**

To participate in the sale of tokens, one wallet ("ERC-20 compliant wallet") of Ethereum (ETH), Bitcoin (BTC) or Bitcoin Cash (BCH) supporting the ERC-20 standard is required. We may set additional guidelines regarding requirements for ERC-20 compatible wallets.

## **Article 3. Token trading**

(a) The price of one token is \$0.50.USD The buyer may pay for the tokens by paying for

Ethereum (ETH), Bitcoin (BTC), or Bitcoin Cash (BCH). The token price for each currency is based on the closing price of the previous day on which the respective currency was deposited (8:59:59 AM on the 'Upbit Exchange' basis).

- (b) The tokens purchased by the Customer will be stocked with the ERC-20 compatible wallet pre-designated by the Customer after the token transaction payment has been confirmed to be deposited into our wallet.

#### **Article 4. Purpose and use of tokens**

- (a) The purpose of the token is to develop, test and operate the M&A platform (the "platform").

We plan to allow tokens to be used as a payment instrument for the services provided by the platform. Information on the platform and platform services (the "Services") is available on the "White Paper" at the HyperSwap Foundation and GBC Korea., Co. Ltd ([www.hyperswap.io](http://www.hyperswap.io) and [www.gbckorea.co.kr](http://www.gbckorea.co.kr)) with details.

- (b) Customer acknowledges and agrees that (i) the token does not represent ownership, equity, stock, security or similar rights and future revenue share, intellectual property rights, or any other rights or interests to the Company and its affiliates, and (ii) the Customer is not granted this right because of the purchase or ownership of tokens. The rights of the Customer who owns tokens are limited to those specified specifically in the Terms or any other terms and conditions in accordance with Article 6 (b) of the Terms, and we have no other rights whatsoever to the Customer.

#### **Article 5. Alternate token**

This token is generated as an ERC-20 token in the Ethereum protocol. In its sole discretion, we may transfer an ERC-20-based token (the "existing token") to another protocol and generate an alternate token (the "alternate token") based on the new protocol, if necessary or useful.

#### **Article 6. Scope of the terms**

- (a) Unless otherwise stated in these Terms and Conditions, the Terms and Conditions shall apply in relation to tokens that the Customer has purchased directly from the Company

during the token sales period.

- (b) Use of tokens in connection with the provision and use of services on the platform may be subject to other applicable terms and conditions.

#### **Article 7. Rejection of cancellation and purchase request**

All token trade during the sales period is deterministic and cannot be refunded or canceled except as provided in this Terms or in compliance with applicable laws and regulations. However, the Company reserves the right to refuse the Customer's request to purchase tokens at its sole discretion and to cancel any reasonable reasons.

#### **Article 8. Acknowledging the risks and undertaking risks**

You acknowledge and agree that there is a risk associated with the purchase, possession or use of tokens. You are clearly aware of the following risks associated with purchasing tokens and are deemed to be self-imposed.

- (a) Risks of loss of private key, storage error, loss of token access due to user's error

A private key or private key combination is required to control and process tokens stored in a digital wallet or safe. Therefore, if you lose the essential private key associated with the safe that stores the digital wallet or token, the token will be lost. In addition, the token may be able to be stolen if a third party gains access to the key, including the password for login hosted wallet service. You may lose tokens due to errors or malfunctions associated with the digital wallet or safe you selected to receive and store tokens. This includes cases where users have not managed their digital wallet or safe properly. You may also lose tokens if you do not follow the exact procedures for purchasing and receiving tokens, such as providing an incorrect token receipt address or an address that is incompatible with ERC-20, etc.

- (b) Risks associated with the Ethereum protocol

Since UCX tokens are based on Ethereum protocols, malfunctioning, closing, and discarding of the Ethereum protocol can cause a significant adverse effect on UCX tokens. Moreover, if the cryptographic agreement mechanism underlying Ethereum loses efficiency due to technological innovations such as advances in cryptography and advances in quantum

computing, UCX tokens and its ecosystems can be dangerous as well as UCX token availability for securing services.

(c) Mine attack risk

Like other distributed cryptographic tokens based on the Ethereum protocol, UCX tokens are susceptible to attack by miners in verifying UCX token transaction history in Ethereum block chains. These include double spending attacks, mining skills attacks, and selfish mining techniques. Successful attacks can be a risk factor for UCX token transaction history recording and accurate execution.

(d) Hacking risks and security weaknesses

A hacker or other malicious organization can attempt to interfere with UCX tokens in a variety of ways, including malware attacks, denial-of-service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. In addition, as UCX tokens are based on open source software, there is also the risk that a third party or our employees will intentionally or unintentionally introduce weaknesses into the core infrastructure of the token protocol, thereby negatively impacting UCX tokens and the service availability of the tokens.

(e) Risks associated with the token market

UCX tokens are intended to be used only as a means of exchange between UCX token holders and those who wish to become UCX token holders. The Company do not support or facilitate external evaluation of secondary transactions or tokens. This may limit the use of tokens and, as a result, the Customer may have liquidity problems with tokens owned. Although secondary transactions of UCX tokens are facilitated through third party exchanges, such transactions are relatively new and may be vulnerable to fraudulent or other manipulations as regulatory oversight is almost nonexistent. Also, if a third party grants the value of an external exchange to tokens (e.g. in digital or monetary currency), the token value may be subject to extreme volatility and, in some cases, all the economic value of the token will be lost.

(f) Risks of loss due to uninsured

Unlike ordinary bank deposits or assets held in other financial institutions' accounts, UCX tokens are not covered by insurance or guarantees unless they are individually insured. Therefore, if the token is lost or the useful value of the token is lost, the Customer will be

responsible for all damages.

(g) Risks associated with unclear regulations and enforcement actions

Regulatory trends for UCX tokens and Distributed Generation Technology (DLT) in many countries are still unclear or unstable. It is difficult for national regulators to accurately predict how to apply existing technologies and objections, such as UCX tokens and ecosystems, and their existing regulations. Likewise, it is impossible to accurately predict whether a legislature or regulatory body in each country will change the laws that affect UCX tokens, the Distributed Generation Technology and objection application, and how to proceed if they change the laws. Regulatory actions can cause several adverse effects on UCX tokens. For example, the regulator may define the purchase, sale, or transfer of tokens as illegal activities, or to define tokens as regulated goods requiring registration and authentication, and a situation may be assumed with requiring registration and certification of all or part of the parties involved in the purchase, sale or transfer of tokens. We may discontinue business operations in a given country if business operations in certain countries become illegal due to changes in laws, regulations, or restrictions, or if measures to obtain required regulatory approvals are not commercially competitive.

(h) Risks due to taxation

The existence and manner of taxation obligations related to tokens may vary from country to country and from person to person. The customer must receive tax advice individually regarding the token purchase and fulfill the tax liability including reporting tax such as withholding tax, income tax, value added tax.

(i) Risks associated with the development and maintenance of token ecosystems

The ecosystem (virtual currency) environment, which is currently in the development stage, can change rapidly over time. We are willing to take action that we consider commercially reasonable to enable tokens and ecosystems (virtual currency) to function as described in this white paper. However, for a variety of legitimate reasons, we may need to change the details of the token or ecosystem (virtual currency). In addition, we do not have control over the manner in which other participants use the ecosystem (virtual currency), the products or services that third parties provide through the ecosystem (virtual currency), and how third-party products and services use tokens, (if they exist). As a result, there is a risk that they will fail to meet expectations when purchasing tokens while tokens or ecosystems (virtual

currency) continue to evolve. Furthermore, in spite of our good faith efforts to participate in and develop ecosystems (virtual currency), ecosystems (virtual currencies) may malfunction and may not develop or maintain properly. This can have a negative impact on the ecosystem (virtual currency) and the potential usefulness of tokens (such as token availability for securing services).

(j) Risks due to increased volatility of ETH, BTC, BCH

If the value of ETH, BTC, or BCH fluctuates adversely during or after the token sales period, development funds may not be procured or the platform may not be developed or maintained as intended. In addition to general market forces, there are several potential possibilities to exacerbate the risk of adverse fluctuations in ETH, BTC, and BCH values. For example, there is uncertainty associated with problem solving of bitcoin scaling, the possibility of a so-called bitcoin "Hard Fork" that can occur when one of the competitors decides to penetrate the issue in a scaling contest, DAO-like attacks on Ethereum networks, Fraud or serious security threats on one or more major virtual currency exchanges, etc.

(k) Risks of liquidation of the Company or platform

We cannot rule out the possibility of the platform being shut down or the company being liquidated for a number of reasons, including adverse fluctuations in ETH, BTC, BCH (other coded or legal currency) value, reduced availability of tokens (including token service availability), commercial business relationship breakdown, intellectual property ownership problems, etc.

(l) Risks from lack of governance authority

UCX token does not grant its owner any kind of governance rights in relation to the platform or headquarters. Accordingly, all decisions regarding platforms, services, and other operations of the Company are made at its sole discretion. In other words, platform and service outage decisions, additional issuing and selling UCX tokens for use in ecosystems (virtual currencies), and decisions regarding the sale or liquidation of the Company may be made at the discretion of the Company. These decisions can negatively impact the value and availability of UCX tokens, including service availability.

(m) Unexpected risks

A cryptographic token, such as UCX token, is a new, unverified technology. There may be

risks associated with the purchase, possession or use of tokens other than those listed in Article 8 of these Terms and Conditions, including unexpected risks. These risks may be further characterized by unexpected variations or combinations of the risk factors discussed in Article 8 of these Terms and Conditions.

(n) Other

Since UCX tokens are not intended or sold as securities or other types of investment products, any information presented in Article 8 of these Terms cannot be the basis for investment decisions and specific recommendations are not intended. We shall not be liable for any loss or damage including but not limited to loss or damage arising directly or indirectly from (i) the reliance on the information set forth in Article 8 of the Terms, (ii) any errors, omissions or inaccuracies of this information, and (iii) any action taken based on this information.

**Article 9. Security of storage mechanism**

You are responsible for taking reasonable steps to secure the wallet, safe, and other storage mechanisms that you use to collect and store UCX tokens purchased from the Company. Security measures include the required private key for storage, and other authentication information required for storage access, etc. If you lose your private key or other access-related credentials, you may not be able to access your UCX token. The Company is not responsible for any loss, cost or charge related to loss of access authentication information.

**Article 10. Personal information**

In order to comply with laws and regulations relating to token sales, we may request to provide certain information to our Customers, in which case the Customer shall promptly provide you with the information we request. In addition, we may not sell tokens to the Customer until we receive customer information and confirm that the sale of tokens to the customer is permitted under applicable laws and regulations.

## **Article 11. Tax**

The amount of token payment is the amount excluding all applicable taxes. You must verify directly what taxes are levied on UCX token transactions. It is your responsibility to comply with tax obligations relating to withholding, collection, reporting and remitting to the relevant tax authorities. We are not responsible for withholding, collecting, reporting, or paying any taxes arising from UCX token transactions for you, except as required by applicable law.

## **Article 12. Representations and warranties**

By sending one of the ETH, BTC, or BCH currency for the purchase of a UCX token, you represent and warrant that:

- (a) You have read, understood and agree to the Terms.
- (b) You acknowledge and agree that there is a risk associated with the purchase, possession or use of tokens including, but not limited to, the risks specified in Article 8.
- (c) You have sufficient technical/financial /business knowledge or experience to understand these Terms and Conditions, the risks involved and the consequences of purchasing UCX tokens, and you are fully aware of cryptographic tokens, token storage mechanism (such as token wallets) and the block chain technology.
- (d) You understand and acknowledge that there are limitations and risk factors relating to UCX token generation as set forth in these Terms and Conditions and agree to bear the risk of purchasing tokens.
- (e) You have obtained sufficient information about UCX tokens to make informed purchase decisions.
- (f) Except for the rights set forth in these Terms and Conditions, you understand that tokens do not grant or represent any ownership of the M&A platform and the Company, distribution rights, redemption rights, liquidation rights, property rights including all forms of intellectual property, and any other financial or legal rights (including but not limited to the rights exemplified).
- (g) You are aware of the commercial risks associated with the Company and the M&A platform, and purchase UCX tokens for the purpose of developing, testing and operating an M&A

platform. You are not purchasing UCX tokens for any other purpose, including but not limited to investment, speculation, and financial purposes.

- (h) In connection with your token trade, we comply with all applicable laws and regulations, including but not limited to the following:
  - (i) satisfying the legal requirements and requirements for token trading and related contracts with the Company.
  - (ii) compliance with all foreign exchange rules and applicable regulations applicable to token purchases.
  - (iii) obtaining the approval of the required government and relevant authorities.
- (i) You must comply with any tax liability that may arise from the purchase of UCX tokens in your jurisdiction.
- (j) If you purchase a UCX token for a particular entity or organization, you are authorized to accept the Terms on behalf of that entity, and if you or any other employee or agent of the entity violates the Terms, you acknowledge and agree that responsibility lies with the organization. (In this case, "you" in the Terms refers to you and the group together.)
- (k) You are not a citizen or resident of any country prohibited from accessing or using our services or receiving UCX tokens due to laws, regulations, or other agreements. If you purchase a token on behalf of a corporate body or organization, you must represent and warrant that (i) the corporate body or entity has been legitimately established and effective, and (ii) you are properly authorized to act on behalf of that corporate body or organization.

### **Article 13. Limitation of liability**

- (a) To the maximum extent permitted by law, (i) we or the Parties shall not be liable for any indirect, special, incidental, consequential or punitive damages (including but not limited to loss of revenue, loss of profit/net profit, loss of use of data or interruption of business) arising out of or in connection with the sale or use of UCX tokens. These limitations apply irrespective of the type of action, whether based on contract or civil tort (including but not limited to, actively, passively and neglected simple negligence) or any legal, equitable theory (whether or not the parties have been provided the possibility of such damages in advance

and whether the possibility of such damages is predictable). And (ii) in any event, the extent of the liability of the Company and its affiliates for damages arising from the use or non-use of the token shall not exceed the token trade price paid by you, regardless of the basis for the claim liability.

(b) The limitations set forth in these Terms, specifically Article 13(a), do not limit or exclude liability arising from gross negligence, fraud, or intentional, malicious or careless misconduct by the Company or our spokesmen.

#### **Article 14. Exemption**

(a) The Company shall not be liable for damages in any of the following cases:

(1) Fire, earthquake, flood, lightning, war, riot, insurrection, national emergency, natural disaster or other force majeure.

(2) Damage caused by DDOS attack, IDC failure, telecommunications services failure, system malfunction or incapacitated accident for the reason that the company is not responsible.

(3) Inevitable failure due to block chain problems, defects or technical problems of cryptographic issuance management system itself, a failure of the telecommunication service provider, or a regular server check, etc.

(b) The content provided to Customer in connection with the token and the service is an assisting tool for the use of the service and does not solicit or suggest any investment or transaction. Content and information provided by third parties may have errors, delays and other inaccuracies, and neither the Company nor any third party shall be liable for this, except for cases where there is a cause for the Company.

(c) Investment in tokens can result in loss, and ultimate judgment and liability is solely yours. We do not take any responsibility for the loss of investment.

(d) The information, opinions and materials posted by members on the Company's website have nothing to do with the Company, and we do not endorse or assume responsibility for the reliability, accuracy, legality, etc. of the above posts. Any legal liability that arises with respect to the content of the post is entirely with the person who posted it and with the person

viewing it. The Company has no legal obligation to engage in any dispute between its members or between a member and a third party, and shall have no liability in this regard.

- (e) The Company is not responsible for any obstacles or service limitations which are inevitable due to the characteristics of virtual currency such as defects or technical limitations of the virtual currency issue management system itself.
- (f) The Company shall not be liable for the use of the services provided free of charge unless there are special regulations in the relevant laws and regulations.
- (g) If a member receives various complaints, including claims or lawsuits from a third party other than the member due to the illegal acts committed by the member himself or any violation of these Terms by the member in using the service, the member must indemnify the company at his own risk and expense.
- (h) The Company shall not be liable for any disruption or consequence of the use of the service due to the cause of the member. However, this is not the case if the member has a legitimate reason.
- (i) The Company shall not be liable for any transaction between its members or between its members and third parties through the intermediary of the service. However, this is not the case if the company is intentionally or grossly negligent.
- (j) If any person acquires or receives unauthorized passwords of third party due to service errors, computer malfunctions, or other reasons, the Company may take necessary measures such as freezing, recovering or restoring the cryptographic currency after prior notice to the parties.

#### **Article 15. Governing law and competent court**

- (a) In the event of any dispute arising between the parties with respect to these Terms and Conditions, the parties agree to settle the dispute in good faith. If a dispute arises between the parties due to an unacceptable or unenforceable dispute, the court shall be the jurisdiction of the court determined in accordance with the procedures set forth in the relevant laws and regulations.
- (b) The laws of the United Arab Emirates apply to any lawsuits arising between the parties with

respect to these Terms and Conditions.

#### **Article 16. Separable Terms**

In the case that any provision of the Terms (including any sentence, phrases or any part thereof) becomes invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. And invalid, illegal or otherwise unenforceable provision shall be replaced by what the parties might have agreed to, if the parties did not take any action and knew that the provision was invalid or unenforceable.

#### **Article 17. Other regulations**

The Terms constitute the entire agreement between you and the Company regarding your purchase of UCX tokens. The Company may transfer its rights and obligations under these Terms and Conditions. If the Company does not exercise or enforce any of the terms or the rights of these Terms, this does not constitute a waiver of any such provision or right. Purchasing UCX tokens does not create a partnership, joint venture or similar relationship between you and the Company. Unless otherwise specified in these Terms and Conditions, the Terms are for your own benefit and not for any other person or entity. You agree and acknowledge that all contracts, notices, disclosures, and other communications, including the Terms, are provided in electronic form.

#### **Addendum**

These terms will be effective from 25<sup>th</sup> January, 2019.