

Please read carefully these Terms and Conditions (hereinafter – the “Terms”) before using a website “<https://universalcoin.io>” (hereinafter – the “Website”), as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. If you intend to receive UniversalCoin Tokens (hereinafter – “UNV”) as a reward for donation to the UniversalCoin Fundraiser One (hereinafter – the “Fundraiser”), you should also read these Terms and accept them. If you do not agree with these Terms, you shall not use the Website or donate to the Fundraiser.

1. DEFINITIONS

1.1 Agreement – these Terms and all other operating rules, policies, and procedures that may be issued by UniversalCoin and published from time to time on the Website (including privacy policy, cookie policy etc.).

1.2 Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

1.3 Ethereum Smart Contracts (“Ethereum”) – account holding objects on the Ethereum Blockchain, which contain code functions and can interact with other contracts, make decisions, store data, and allow sending of “ether” or cryptographic tokens between accounts.

1.4 UniversalCoin Fundraiser One – a restricted offering to eligible Users only when a User is able to receive UNV Tokens as a reward for donation. The period of the Fundraiser may continue at the discretion of the Website Owners. The amount of UNV tokens to be distributed in the fundraiser is limited to 500,000,000. UNV tokens are distributed on an Ad Hoc basis by Smart Contract as Ether is contributed to the Fundraiser's Smart Contract address.

1.5 UniversalCoin Tokens – cryptographic tokens, which are a software product (digital resources), created by the Website Owners as a proof of membership of the UniversalCoin Community (a digital system, not a legal entity). UniversalCoin Tokens are not securities, are not registered with any government entity as a security, and shall not be considered as such.

1.7 User – anyone who uses the Website, with or without prior registration.

1.8 Website - the website maintained by Adam Travers.

1.9 Website Owners, Adam Travers and Julien Lamy, who are Australian Citizens. In no way shall Adam Travers or Julien Lamy be deemed a partner, employer or agent for any User or providing any financial services thereto.

2. GENERAL INFORMATION

2.1 These Terms are a legally binding Agreement between you, the User, on the one part, and the Website Owners, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.

2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of contributing to the UniversalCoin project and receiving UNV Tokens.

2.3 By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4 These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5 The User acknowledges and accepts that:

- these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owners' sole discretion, by updating this posting at the “Last Updated” section; the User’s continued use of the Website after the amendments etc. shall constitute the User’s consent hereto and acceptance hereof;

- the Website Owners reserve the right, at their own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.

2.6 By using this Website, you covenant, represent, and warrant that:

- you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith;

- you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge;

- you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

2.7 You shall not use the Website if you are prohibited under the applicable law from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of UNV Tokens under the applicable law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

3. TOKEN REWARDS FOR UNIVERSALCOIN FUNDRAISER ONE

3.1 During the Fundraiser, donations to the UniversalCoin project are accepted up to the value of 200 Ether. As a reward for their donation, donors will receive in return an amount of UNV tokens proportionate to their donation. During Fundraiser One, donors will receive 2,500,000 UNV for every 1 Ether donated.

3.2 During the Fundraiser (UniversalCoin Fundraiser One), the Website Owners will distribute 500,000,000 UNV tokens. The number of the UNV Tokens allowed for purchase by one User is not limited. Any donations made after at least 500,000,000 UNV tokens have been distributed will be returned to the sender.

3.3 UniversalCoin does not accept fiat currency as payment for UNV. In order to buy UNV with legal tender user shall convert such funds into Ether (ETH).

3.4 BY DONATING TO UNIVERSALCOIN HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE USER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING UNV TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY.

3.5 UNITED STATES CITIZENS AND RESIDENTS ARE NOT ELIGIBLE TO PARTICIPATE IN THE FUNDRAISER. YOU ARE ONLY ALLOWED TO DONATE IF AND BY DONATING YOU COVENANT, REPRESENT, AND WARRANT THAT YOU ARE NEITHER A U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, NOR DO YOU HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. IN ORDER TO BUY UNV TOKENS AND BY BUYING UNV TOKENS YOU COVENANT, REPRESENT, AND WARRANT THAT NONE OF THE OWNERS OF THE COMPANY, OF WHICH YOU ARE AN AUTHORIZED OFFICER, ARE U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, NOR DO YOU HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. SHOULD THIS CHANGE AT ANY TIME, YOU SHALL IMMEDIATELY NOTIFY UNV. THE COMPANY SHALL RESERVE THE RIGHT TO REFUSE SELLING UNV TOKENS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR THEIR BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE COMPANY MAY REFUSE SELLING UNV TOKENS TO U.S.

CITIZENS, PERMANENT RESIDENTS OF THE UNITED STATES AND THOSE USERS WHO DO NOT MEET ANY CRITERIA SPECIFIED IN CLAUSE 2.6.

4. THIRD-PARTY WEBSITES AND SERVICES

4.1 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 the Website Owners. In addition, the Website Owners do not guarantee their safety and conformity with any user expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.

5.2 The UniversalCoin 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.

5. INDEMNIFICATION

5.1 To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the Website Owners 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 the he Website Owners arising out of a breach of any warranty, representation, or obligation hereunder.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY

7.1 THIS WEBSITE AND THE UNV TOKENS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND RECEIPT OF THE UNV TOKENS AND THEIR USE.

7.2 YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE WEBSITE OWNER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, FROM RECEIPT OF THE UNV TOKENS OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF

WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7.3 YOU UNDERSTAND AND AGREE THAT THE WEBSITE OWNERS SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF UNV TOKENS. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE WEBSITE OWNERS SHALL NOT GUARANTY IN ANY WAY THAT THE UNV TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE Fundraiser.

7.4 AT ANY CASE, TOTAL AMOUNT OF OUR AGGREGATE LIABILITY HEREUNDER MAY NOT EXCEED 500 (FIVE HUNDRED) US DOLLARS. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THIS WEBSITE AND USE AND DONATION TO THE PROJECT, AND THAT THE WEBSITE OWNERS SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THIS WEBSITE OR USE OF UNV TOKENS. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

7.5 THE WEBSITE OWNERS DO 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. WEBSITE OWNERS SHALL NOT BE LIABLE FOR UNINTERPRETED AVAILABILITY OF THE WEBSITE AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Website Owners have 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 distribution of UNV and the activities generally.

8.2 In no way shall this Agreement entitle the User for any intellectual property of the Website Owners, including the intellectual property rights for the Website and all text, graphics, user 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 the UniversalCoin and is protected by the Intellectual Property Rights and fair competition laws.

8.3 There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by Adam Travers and Julien Lamy.

9. JURISDICTION AND DISPUTE RESOLUTION

9.1 All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of Australia.

9.2 To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate 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.

9.3 If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Australian courts under the applicable law.

10. MISCELLANEOUS

10.1 Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. 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.

10.2 Assignment. The Website Owners may, at their sole discretion, assign their rights and/or delegate their duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Website Owners, which the Website Owners may withhold at their sole discretion, shall be void.

10.3 Severability. If any term, provision, covenant or restriction of this Agreement 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.

10.4 The User may send any questions regarding the use of the Website and the UniversalCoin Tokens or regarding this Agreement via e-mail at info@UniversalCoin.io