

# ALL.ME TOKENS SALE TERMS

Last updated: December 26, 2017

Please read these ALL.ME Tokens Sale Terms further to the White Paper and confirm acceptance of the Terms in the relevant checkbox in order to proceed with the tokens acquisition.

These ALL.ME Tokens Sale Terms (hereinafter referred as the “**Terms**”) contain the terms and conditions in relation to purchase of ALL.ME Tokens (further referred as “**ME**” and/or “**ME Tokens**”) that is an agreement between you or the entity that you represent (hereinafter referred as “**Purchaser**”) and **ALLABOUT.ME TOKENS LTD**, an international business company incorporated and existing under the laws of the Republic of Seychelles, with registered office located at F20, 1<sup>st</sup> Floor, Eden Plaza, Eden Island, Seychelles (hereinafter referred as “**Distributor**”).

Purchaser and Distributor herein referred to individually as a “**Party**” and collectively, as the “**Parties**”.

In consideration of the mutual representations, warranties and agreements contained in these Terms, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties hereby agree as follows:

## 1. SUBJECT MATTER

**1.1.** Purchaser acknowledges, understands, agrees to and warrants the following:

**1.1.1.** Purchaser read and understands the [Whitepaper](#) and in particular has accepted (without any reservations) the Legal Disclaimer section of the Whitepaper.

**1.1.2.** Purchaser read and understands the [Risks Statement](#).

**1.1.3.** Purchaser is NOT a resident or entity of any of the territories that referred in the Whitepaper and hereunder as “**Restricted Areas**” (including “**U.S. Residents**”), nor purchasing ME Tokens or accepting these Terms on behalf of such residents of the Restricted Areas.

**1.1.4.** By accepting these Terms Purchaser enters into ME Tokens sale agreement including but not limited through ERC-20 smart contract.

**1.1.5.** ME Tokens’ functionality shall be limited to services of allabout.me social network namely:

- (i) Purchase of gifts and stickers;
- (ii) Purchase of visual themes;
- (iii) Monthly premium account subscription;
- (iv) Monthly music subscription;
- (v) “**Showcase**” - a unique trading platform within the network.
- (vi) Other services that may be developed by the network.

Purchaser understands and accepts that availability of such services within the network is subject to their future development.

**1.1.6.** Purchase of ME Tokens is non-refundable and purchases on basis of these Terms cannot be cancelled. In case of any such cancellation by Purchaser, the last may lose all amounts paid. Meanwhile the Distributor reserves its right to refuse or cancel any ME Token purchase requests at any time in its sole discretion.

**1.1.7.** These Terms as ME Tokens sale agreement shall be effective and binding on the Parties when Purchaser: (a) clicks the checkbox at <https://all.me> website (hereinafter referred as the “Website”) to indicate that Purchaser has read, understands and agrees to these Terms; or, if earlier (b) upon Distributor’s receipt of payment from Purchaser.

**1.1.8.** Purchaser has all power and authority to enter into tokens sale agreement and to carry out and perform its obligations under the Terms.

Purchaser is at least 18 years and/or of sufficient legal age and capacity to purchase ME Tokens, if he/she is an individual. If Purchaser is a legal person, it’s duly organized (registered, incorporated), remains existing and in good standing under the laws of its jurisdiction.

## **2. ME TOKENS DISTRIBUTION, PURCHASER’S OBLIGATIONS**

**2.1.** Distribution of ME Tokens shall be performed by Distributor according to schedule and timing determined and updated according to its own discretion. By purchasing ME Tokens, Purchaser acknowledges and understands and has no objection to any such distribution procedures that may be defined by Distributor.

**2.2.** Failure to use the Website and procedures provided by Distributor may result in Purchaser not receiving any of ME Tokens.

**2.3.** Buying ME Tokens hereby Purchaser doesn’t obtain any form of shares, debentures or other securities of Distributor and Purchaser of ME Tokens is not entitled to any form of dividend or profit.

The Purchaser of ME Tokens hereby: (a) does not provide Purchaser with rights of any form with respect to Distributor or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Distributor; and (c) does not provide Purchaser with any ownership or other interest in Distributor.

**2.4.** Distributor retains all rights, titles and interests in all of Distributor’s intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based therein. Purchaser may not use any of Distributor’s intellectual property for any reason without Distributor’s prior written consent.

**2.5.** Purchaser shall implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Purchaser and utilized in connection with relevant purchase of ME Tokens; (ii) private keys to Purchaser’s wallet or account; and (iii) any other username, passwords or other login or identifying credentials. Any lose of private keys or any device associated with relevant account or lack of possibility to provide Purchaser’s login or identifying credentials, may lead to lose of all relevant ME Tokens.

**2.6.** Subject to Distributor’s request Purchaser shall immediately provide to Distributor information and documents that Distributor, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial procedures. Such documents may include (but are not limited to) passports, driver’s licenses, utility bills, photographs of associated individuals, government identification cards, or Purchaser’s and/or third parties’ statements.

**2.7.** Purchaser warrants hereby that funds (either fiat funds or cryptocurrencies) used for purchase of ME Tokens are not derived from or related to any unlawful activities.

### **3. RESTRICTED AREAS**

**3.1.** The distribution and sale of ME Tokens in certain jurisdictions may be restricted by law, and therefore persons into whose possession this document comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions could result in a violation of the laws of such jurisdiction.

Distributor neither offers or distributes ME Tokens nor carries on a business (activity) in any regulated activity in Singapore, in People's Republic of China or in other countries and territories where transactions in respect of, or with use of, digital tokens fall under the restrictive regulations or require from Distributor to be registered or licensed with any applicable governmental authorities.

**3.2.** By purchasing ME Tokens, Purchaser confirms hereby under penalty of perjury that Purchaser complied with all laws and regulations regarding tokens crowdsales (ICO) and related pre-sales in Purchaser's jurisdiction.

It is Purchaser's sole responsibility to ensure that Purchaser's participation in ME Tokens sale hereby is not prohibited under the applicable legal restrictions in Purchaser's country of residence or domicile.

**3.3.** Laws and Regulations vary from jurisdiction to jurisdiction. Distributor shall not be responsible if Purchaser violates any laws and regulations in Purchaser's jurisdiction while purchasing ME Tokens.

**3.4.** By purchasing ME Tokens, Purchaser releases both Distributor and allabout.me social network from any liability that might arise in his/her/its jurisdiction or any other jurisdiction that has personal jurisdiction over such Purchaser.

**3.5.** ME Tokens have not been registered under the U.S. Securities Act of 1933 (hereinafter referred as the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the United States. ME Tokens shall NOT be offered or sold to, or for the account or benefit of, a green card holder of the United States or a United States citizen or permanent resident of the United States (tax or otherwise), or to an individual having a primary residence or domicile in the United States (tax or otherwise), including Puerto Rico, the U.S. Virgin Islands or any other possession of the United States, any legal entity (company, corporation, fund, trust or whatsoever) being registered (established) or tax resident of the United States (hereinafter referred as the "**U.S. Residents**").

If Purchaser is one of the U.S. Residents, then such Purchaser is NOT eligible to purchase ME Tokens in any form and/or by any means.

**3.6.** The sale of ME Tokens hereby is prohibited to Seychelles residents and citizens.

### **4. LIABILITY, GOVERNING LAW, ARBITRATION CLAUSE**

**4.1.** To the maximum extent permitted by the applicable laws, regulations and rules, Distributor and its affiliates and their respective officers, employees or agents will, in relation to ME Tokens, not be liable for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect, liquidated, economic and noneconomic damages, including but not limited to lost profits, loss of revenue or third party loss whether foreseeable or otherwise, trading losses or damages that result from use or loss of use of ME Tokens.

**4.2.** For the avoidance of doubt, Distributor expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such

information, (iii) any action resulting there from, or (iv) usage or acquisition of products, available through allabout.me.

**4.3.** In no event will Distributor and its affiliates be responsible or liable for any claims, damages, liabilities, losses, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, liquidated, economic and noneconomic, punitive or special (including damages for loss of business, revenues, profits, data, use, goodwill or whatsoever).

**4.4.** Purchaser acknowledges and agrees that Purchaser is not purchasing ME Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

**4.5.** To the fullest extent permitted by applicable law, Purchaser shall indemnify, defend and hold harmless and reimburse Distributor, its affiliates, officers and representatives from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of legal counsels), incurred by Distributor arising from or relating to: (i) purchase or use of ME Tokens; (ii) Purchaser's responsibilities or obligations according to these Terms; (iii) Purchaser's breach of or violation of any conditions of hereby; (iv) any inaccuracy in any representation or warranty of Purchaser herein; (v) Purchaser's violation of any rights of any other person or entity; and/or (vi) any act or omission of Purchaser that is negligent, unlawful or constitutes willful misconduct.

**4.6.** These Terms as well as any and all controversies arising out of or in relation to this agreement shall be governed by and construed in accordance with the laws of the Republic of Seychelles (without reference to its conflict of laws doctrine), hereinafter referred as the "**Governing Law**". Jurisdiction relating to any dispute and competent courts arising out of or in connection with this agreement shall be defined according to the Governing Law.

**4.7.** Hereby Purchaser: (i) waives any objection which they may have at any time to the laying of venue of any proceedings brought in any such court, (ii) waives any claim that such proceedings have been brought in an inconvenient forum, (iii) waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party.

## **5. MISCELLANEOUS PROVISIONS**

**5.1. Taxes.** Purchaser shall be responsible for any further taxation in relation to ownership of ME Tokens.

**5.2. Severability.** If at any time any provision of these Terms is or becomes invalid or unenforceable, then such provision will be deemed to be severed from the Terms and if possible replaced by a lawful provision which carries out, as closely as possible, the intention of the Parties hereby and where permissible that shall not affect or impair the validity or enforceability of any other provisions of the Terms.

**5.3. Governing Language.** These Terms is drawn up in the English language. If the Terms are translated into another language, the English language text shall prevail.

**5.4. Force Majeure.** Purchaser understands and agrees that Distributor shall not be liable and disclaims all liability to Purchaser in relation to any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

**5.5. Notices & Communications.** Purchaser agrees and acknowledges that all notices, disclosures and other communications shall be provided by Distributor to Purchaser in its sole discretion in electronic form.

**5.6. Assignment.** Purchaser shall not assign his/her/its rights and obligations under these Terms in relation to purchase of ME Tokens without the prior written consent of Distributor. Any assignment or transfer in violation of consent hereby shall be void.

Distributor may assign its rights and obligations under these Terms to an affiliate or any allabout.me group company.

Subject to the foregoing, the Terms and relevant rights and obligations of the Parties hereunder will be binding upon their respective successors, assigns, heirs, executors, administrators and legal representatives.

**5.5. Termination of the Terms.** Distributor reserves its right to terminate the Terms, in its sole discretion, in the event that Purchaser breaches the Terms hereunder. Upon such termination of the Terms: (i) all of Purchaser's rights under these Terms immediately terminate; (ii) Purchaser shall not be entitled to a refund of any amount paid.

**5.6. No Waivers.** The failure by Distributor to exercise or enforce any right or provision of these Terms will not constitute a present or future waiver of such right or provision nor limit Distributor's right to enforce such right or provision at a later time. All waivers by Distributor must be unequivocal and in writing to be effective.

**5.7. Third Parties.** These Terms don't create any third party beneficiary rights in any person.

**5.8. No Partnership & Agency.** Nothing in these Terms and no action taken by the Parties hereby shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between them. Nothing in these Terms and no action taken by the Parties hereby shall constitute, or be deemed to constitute any agency relations between the Parties for any purposes. Parties under these Terms shall have no authority or power to represent each other or bind in the name of the other Party.

**5.9. Modification of Terms.** Distributor may modify these Terms at any time by posting a revised version on the Website. The updated version shall become effective upon its posting. Purchaser shall be responsible for checking the Website regularly for any modifications to the Terms.