**TERMS AND CONDITIONS**


**Please note that individuals from the countries listed in clause 1.4 (the United States of America, Swiss Confederation, the Republic of Singapore and Canada) cannot be parties to this agreement.**


1.    **GENERAL PROVISIONS. ACCEPTANCE OF THE AGREEMENT**

1.1.    The present agreement (referred to as the **Agreement**) between [**Crypto Bank Limited, Reg. Number 15719**], registered in accordance with the laws of [**Union of Comoros**] at address: [**Suite 1724 BP 303, Mutsamudu, Anjouan Union of Comoros**] (referred to as the **Company**), and you (referred to here as 'you' or the User) sets out the terms and conditions of a token sale, which is primarily is available on the website at the domain name *zodiaq.io* (referred to here as the **Site**). The sale or use of tokens may be available at any services, computer programme or other product that is connected with the Site (referred to here as **Services**).

1.2.    The Agreement applies also to dealings between the Company and the User in instances when the User has received the Company's blockchain tokens ZOD (referred to here as the **Tokens**) from another user, via an exchange or other method not via the Site. In such situations, the Agreement is applied from the moment when the User is made aware of the Agreement's content, including: (a) by adding the text of the Agreement to other information transferred together with Token and (b) by sending to the User (hyper-)link(s) to the Site or the page where the Agreement is published. The Company can refuse to enter into the Agreement with certain categories of Users.

1.3.    Any of the following actions mean that you agree to the terms and conditions of the Agreement:

(a)    starting the process of purchasing Token(s), including by pressing "BUY";

(b)    completing any transaction for a Token(s) subject to the conditions set out in clause 1.2; or

(c)    a third party performing any of the actions in (a) to (b) above under your instruction or on your behalf.

1.4.    By entering into this Agreement, you confirm that you are not a citizen or resident of any of the following countries:

(a)    the United States of America;

(b)    the Swiss Confederation;

(c)    the Republic Singapore; and/or

(d)    Canada.

If the User stops complying with restrictions set forth in this clause, he/she must promptly transfer all the Tokens available to him to a third party who meets the requirements of the Agreement, and therefore make an assignment of his/her rights and obligations under the Agreement.

The Company can take any technical measures to restrict access to the Site and Services of individuals seeking to access them from the above-listed countries (including restricting the access of such Users on the basis of their IP address or by other means). The User is solely responsible for any liabilities incurred as a result of restrictions on accessing the Site and Services from the above-listed countries.

1.5. By entering into the Agreement, you confirm that you are over the age of 18. Users who are not over the age of 18 cannot enter into the Agreement and must cease to use the Site.

1.6. By entering into the Agreement, you confirm that you have read and understood all of its terms. You are entitled to contact the Company in accordance with clause 8.13 of the Agreement with any enquiries regarding the content of the Agreement.

1.7. By entering into the Agreement, you confirm that you have read and understood the Terms of Use, published at the following address: [https://www.zodiaq.io], and Privacy Policy, published at the following address: [https://www.zodiaq.io]. These documents regulate the relationship between the User and the Company. If you do not agree with any provisions of these documents, you must withdraw from the Agreement.

1.8. In accordance with clause 1.7, and any other documents which may be issued by the Company, you are required to pass any Know-Your-Client and Anti-Money Laundering procedures that may be required by the Company, including when creating an account on the Site and at any other time. The Company can at any time request additional information from you for the purpose of identification or updating data held by the Company if necessary for the Company to comply with legislation or business practices. Any refusal to comply with the terms of this clause or any failure to response to the Company's requests is to be considered a withdrawal from the Agreement. In such a situation, the Company can suspend or stop performing the Agreement and any losses incurred are to be covered by the User.

1.9. This Agreement confirms the plans for the development of the Company's products, the Site and the Services as outlined in the Whitepaper (https://www.zodiaq.io/file/ZODIAQ_WP.pdf), however this does not guarantee that such plans will not be revised in the future or the accuracy of the plans, the reliability of the research and the forecasts contained in the Whitepaper. Unless otherwise provided for by the Agreement, the Company cannot be liable for any damages, including direct or indirect damages (which includes loss of revenue or third party loss whether foreseeable or otherwise or damages that result from use or loss of use of the Site and Services, Whitepaper, Tokens). You are solely responsible for all risks that arise in connection with entering into this Agreement. As you enter into this Agreement of your own free will, you are responsible for all financial, technical and any other issues arising from the Agreement.

## 2. TOKENS

2.1. A Token is a piece of information generated in accordance with the algorithms established by the Company and confirms the Company's obligation to provide services and/or perform other actions on behalf of the User. Tokens launched by the Company will be in accordance with the standards of Etherium Blockchain ERC20 and subject to the limitations arising from this standard.

2.2. A Token under this Agreement can be understood as a piece of information which confirms an obligation of the Company to the User, and/or as the obligation itself, confirmed by Token (if applicable).

2.3. The purchasing by the User of a Token means that the Company is obliged in return to provide services to the User or perform other actions in the interests of the User. The nature of such services/actions is defined by this Agreement, as well as by information and functionality of the Site and Services - to the extent that the User is informed about the possibility of using Token to access certain elements of the Site/Services. The services and actions offered by the Company to Token holders are in exchange and are of equal value to the money transferred for the Tokens, unless otherwise specified by the Agreement. This Agreement does not contain any implied or other guarantees as to the quality of the products, the Site or the Service provided by the Company, unless the relevant promises of quality or warranty are expressly contained in the Agreement or the Terms of Use.

2.4. A Token can be used as a unit for payments between the Company and the User (and equally between two users) if such payments are provided for by the functionality of the Site/Service. For the purposes of such payments, the cost of a Token is determined by the Site and the Service of the Company and may be changed by the Company at any time due to market price of token or other reasonable factors. The Company has the right to provide discounts for services to Users who use Tokens for payments and to provide such Users with priority access to some functionality of the Site or Services. The Company is to determine the cost of the services provided by it by offsetting the cost of the Tokens transferred by the User and determining whether any cash payment should be made.

2.5. If the Company does not make a payment in the User's interests in return for the funds provided by the User for the received Token, then the User has the right to receive from the Company services equal to the amount owed to him/her (determined in the way as specified in clause 2.4) in accordance with the up-to-date price list of the Company.

2.6. The use of a Token may be a necessary condition for a smart-contract, which is a technical means by which the obligations of the Parties can be automatically performed. Smart-contracts can be used to perform some obligations under the Agreement, in particular, the obligation to transfer funds or provide services through the Site or the Service. The User is to independently consider the risks associated with such smart-contracts and agrees that he/she cannot refuse to perform obligations assumed by him/her on the basis of a smart-contract. The Company can use smart-contracts, in particular, to determine the beginning and end for the issuing of Tokens, early transition to the next round of issuing Tokens, distribution of Tokens and for other purposes. At the same time, the Company may have access to the functions related to the commencement, suspension and termination of a smart-contract, provided such actions are not contrary to this Agreement.

2.7. The Company can at its discretion cooperate (on the exclusive basis or otherwise) with selected cryptocurrency exchanges for the purpose of offering to buy/sell Tokens and using/publishing information on Token rates.

2.8. The Company can at its discretion on special terms provide access to the functionality of the Site or the Service only for Token holders or to provide access to an unlimited number of persons, and at any time to change the categories of users who can have access.

2.9. Unless otherwise provided by the Agreement, nothing in the Agreement is to be understood as creating an obligation on the Company to provide Products, as they determined in the Terms of Use, free of charge or at a specific tariff.

2.10. The Company is not obligated to verify the rights of a User to a Token. The User is solely liability for any losses or unauthorised access to its Tokens unless otherwise provided by the agreements with the Company.

2.11. A Token is not a security or similar financial instrument and shall be considered as a 'utility token'. A Token does not grant the User any rights with respect to the Company's shares, nor does it allow participation in the management of the Company. A Token does not give any rights with respect to the total profit of the Company, as well as claims to receive monetary compensation. This does not preclude the Company from accepting, in accordance with the Agreement, its obligations to perform actions in the interests of Users as confirmed by the Tokens, including those issued as a reward (bonus) to the User for participating in a project.

2.12. Purchasing Tokens may involve risks. By entering the Agreement the User confirms that he/she is able to bear any losses of their entire purchase. Before accepting the Agreement every user should make his/her own decision of whether or not to make any purchase, based on his/her own evaluation.

2.13. In purchasing Tokens the User confirms that its purpose is to full access the products of the Company, including those provided by the Site or Services, and not to invest in or to immediately complete financial operations with Tokens.


3. **ISSUING TOKENS**

3.1. The maximum number of Tokens that can be issued by the Company is 300,000,000 units.

3.2. The Company offers Users Tokens initially in exchange for the amounts nominated in the US dollars (USD) according to rates set out in clauses 3.3.1 to 3.3.5. Furthermore:

3.2.1. The cost of commission, taxes, fees and any other related payments are not included in the cost of the Token and must be calculated and paid for by the User.

3.2.2. The moment of performance of the User's obligations for payment of the Token is to be considered as the moment that the transaction is completed with payment in the cryptocurrency (Bitcoin (BTC), Etherium (ETH) and/or other) or currency (if any), which are available to be transferred by the Company via the Site or Service and being received by in the e-wallet, exchange account or bank account (if applicable) of the Company. The amount of relevant cryptocurrency is determined in accordance with the rules set out in clause 3.5.

3.3. The Tokens are to be provided to the Users in five stages, the completion of each round (referred to here as a **Round**) is achieved by reaching a certain level of revenue from Tokens in USD:

3.3.1. **Round I** (pre-ICO): **5,743,000.00 USD**. Cost of one Token launched during this Round is **0.10 USD**.

3.3.2. **Round II** (creating a Bank): **24,535,000.00 USD**. Cost of one Token launched during this Round is **0.20 USD**.

3.3.3. **Round III** (creating an Exchange): **23,901,000.00 USD**. Cost of one Token launched during this Round is **0.75 USD**.

3.3.4. **Round IV** (creating a Payment System): **14,540,000.00 USD**. Cost of one Token launched during this Round is **1.50 USD**.

3.3.5. **Round V** (creating a Hedge-Fund): **36,000,000.00 USD**. Cost of one Token launched during this Round is **2.00 USD**. The maximum sum that can be issued in Round V can be no more than 5% increased due to the corresponding demand of Tokens from the users and/or due to ensure the liquidity of the financial institutions created by the Company. Such an additional issue of Tokens may only be carried out by the Company only once.

3.4. The number of Tokens, issued in the Rounds, is determined by the following formula: $(X / Y) = Z$, where X is the maximum amount of USD that can be received in the Round and Y is the cost of the Token in USD determined in accordance with clauses 3.3.1 to 3.3.5; Z is the number of Tokens to be issued.

3.5. The cost of each Token in USD for the purposes of initial purchase by the User is determined in accordance with clause 3.3. The Parties agree that should it be necessary to calculate the exchange rate for the cryptocurrency in USD, this will be determined by the exchange rate of the POLONIEX (website: https://poloniex.com/) – an exchange, which is controlled by Poloniex LLC, a Delaware corporation. The Company can at its discretion decides an alternative or additional source for information to be used to determine the exchange rate of the cryptocurrency.

3.6. In the event that the Company is required to refund the cost of a Token to the User (including pursuant to the Agreement and following the Agreement being made invalid or in any other case), the refund may be returned to the User in BTC, ETH or other used for initial purchase cryptocurrency using the details provided by the User or (if available) to the account of the User accessible through the Site or Service.

3.7. In addition to Tokens issued by the Company to the User, the Company is to simultaneously issue Tokens forming the reserve fund of the Company (referred to here as the **Reserve Fund**) for the purpose of attracting additional financing in the future, payment of commission, taxes, fees, compensation for destroyed/lost Tokens, as well as for other purposes corresponding to the Agreement. Tokens that form part of the Reserve Fund are to be included in the maximum number of Tokens (clause 3.1).

3.8. The number of Tokens allocated by the Company to the Reserve Fund must not be more than 25% of the total Tokens issued (or to be issued) and to be offered to Users.

3.9. A Token, transferred to the Reserve Fund, cannot be used by the Company, including those issued for circulation between Users, earlier than 24 months after the Token has been allocated to the Reserve Fund.

## 4. COMPLETION THE ISSUING OF TOKENS AND THE DISTRIBUTION OF REVENUE

4.1. Each Round listed in clause 3.3 is to be considered complete once the timeframe for the Round as shown on the Site has lapsed or once of the maximum amount has been collected as defined for each Round. In the event that the amount required by the Company is collected before the end of the Round, the Company can commence the next Round prior to the initial scheduled date.

4.2. After Round V has been completed (clause 3.3.5), the Company with the assistance of a smart-contract shall determine the final number of Tokens to be transferred to Users and to destroy the remaining Tokens in accordance with clause 6.2. The total number of Tokens issued by the Company is to be published.

4.3. The Company undertakes to maintain the following proportion of the distribution of property obtained from the issuing of Tokens during Round I (clause 3.3.1):

4.3.1. 50% - marketing;

4.3.2. 20% - software development;

4.3.3. 5% - digital infrastructure development;

4.3.4. 10% - legal support;

4.3.5. 10% - security; and

4.3.6. 5% - operating expenses.

4.4. The Company undertakes to maintain the following proportion of the distribution of property obtained from the issuing of Tokens during Rounds II-V (clauses 3.3.2 to 3.3.5):

4.4.1. 30% - software development;

4.4.2. 30% - digital infrastructure development;

4.4.3. 20% - marketing;

4.4.4. 10% - security;

4.4.5. 3% - legal support; and

4.4.6. 7% - operating expenses.

4.5. The division of property in clause 4.4 applies to each of the Rounds specified in clauses 3.3.2 to 3.3.5. The amounts generated by the Company during each Round is to be spent by the Company for the purposes indicated in the description of the Round. The Company has the right to pay the costs specified in clauses 4.3 to 4.4 by transferring Tokens, if the counterparties have agreed to this.

4.6. After the completion of Round V (clause 3.3.5) the Company is to calculate and publish the division of its expenses shown in clauses 4.3 to 4.4 in quantitative terms.

4.7. The provisions of this section do not restrict the rights of the Company to independently seek funds and incur costs associated with its operations, including when such costs are part of the categories listed in clauses 4.3 to 4.4.

## 5. TRANSACTIONS WITH TOKENS

5.1. Costs of commission, taxes, fees and other related payments payable during Token transactions, including possible commissions for the use of the Etherium blockchain platform, are to be covered by the person who makes the transaction (the sender). During the initial purchase of a Token, the costs specified in this clause are is to be incurred by the User in accordance with clause 3.2.1.

5.2. In situations when the Token is being transferred by the Company to a user without charge and for another form of compensation (including for the provision of services), the Company establishes the following limitations on the minimum period for the transfer of a Token to a third party (a 'freezing period'):

   5.2.1. Users who have purchased the Tokens from the Company during a Round listed in clauses 3.3.1 to 3.3.5, can transfer the relevant Tokens to another individual or entity no sooner than before the completion of the next Round (or the current Round, if the Tokens purchased within Round V).

   5.2.2. Users who have received the Tokens as employees of the Company or any other members of the Zodiaq team, can transfer the Tokens to another individual or entity no sooner than 24 months after the end of Round V and the publication of information according to clause 4.2.

   5.2.3. Users who have received the Tokens as consultants, partners or other contractors of the Company, which are not mentioned in clause 5.2.4, can transfer the Tokens to another individual or entity no sooner than 6 months after the end of Round V and the publication of information according to clause 4.2.

   5.2.4. Users who have received the Tokens as bounty (agents involved in distribution information about Company and attracting new users) can transfer the Tokens to another individual or entity no sooner than 1 month after the end of Round V and the publication of information according to 4.2.

5.3. The restrictions listed in clause 5.2 are to be enforced by way of a smart-contract and cannot be changed by the Company, including when the User attempts to return Tokens. The Company is not obligated to compensate for the cost of Tokens to users specified in clause 5.2 unless otherwise agreed between the parties.

5.4. The User cannot transfer the Tokens to individuals who cannot be parties to this Agreement, including those covered by the restrictions provided for in clauses 1.4, 1.5 and 1.7.

5.5. When transferring Tokens, the User is solely responsible to ensure that the individual acquiring the Tokens is notified about this Agreement. The individual acquiring the Tokens assumes the same responsibilities and holds the same rights as the User transferring the Tokens unless provided otherwise by the substance of the Agreement.

## 6. DESTROYING AND REPURCHASING TOKENS

6.1. The Company can destroy the Tokens of users whose do not satisfy the requirements specified in the Agreement, including in clause 1.4. In such cases, the corresponding number of Tokens from the Reserve Fund may be offered by the Company for purchasing by new users. Instead of destroying Tokens in accordance with this clause, the Company has the right to repurchase such Tokens from users who do not meet the requirements specified in the Agreement in accordance with clause 3.6.

6.2. If the total amount of proceeds from the issue of Tokens as of [10.06.2018] is less than **1,500,000.00 USD**, then the Company must cancel the collection of funds and announce that within 3 years it will be obliged to repurchase the Tokens according to the rules specified in clause 3.6.

6.3. Tokens that are not distributed during the issuing of Tokens are to be destroyed by the Company using a smart-contract within [21 days] from the end of Round V (paragraph 3.3.5). This rule does not apply to Tokens included in the Reserve Fund or to Tokens repurchased by the Company from Users or other persons.

## 7. BONUS SYSTEM

7.1. The User who holds Tokens can receive bonus Tokens from those held by the Company. The Company can distributes its own Tokens, the value of which must not exceed 20% of the gross profit margin, defined as the difference between the Company's gross income (the value of the Company's acquired currency) and the Company's expenses (the value of the currency sold and other expenses, including exchange fees). Distribution of Tokens in the order of this paragraph is carried out once every 30 calendar days and on the following basis:

7.1.1. Users are divided into four groups (A, B, C and D) between which the portion of bonus Tokens is dependent on the average monthly balance of Tokens:

| Group of Users | Average monthly balance of Tokens | The share of the group in the distribution of bonus Tokens |
|---|---|---|
| A | From 0.03 up to 1 | 5% |
| B | From 1 up to 1000 | 10% |
| C | From 1000 up to 100 000 | 35% |
| D | From 100 000 and more | 50% |

7.1.2. The average monthly balance of Tokens is determined by the average number of Tokens that are held by a User at the end of each day (at 23:59:59 Eastern Africa Time) within 30 days relevant period.

7.1.3. Each User is to receive bonus Tokens calculated using the following formula $X = (Z / Y)$, in which X is the number of bonus Tokens to be transferred to the User, Z is the value of the commission has been paid by the User for the use of the Site or Service and Y is the commission paid by the group to which the User falls into for the use of the Site or Service.

## 8.    FINAL PROVISIONS

8.1.    Any relations of the User and Company under the Agreement are to be regulated by the law of Comoros. The User acknowledges that actions taken in accordance with the law of other jurisdictions by the Company for the purpose of complying with courts decisions, directions from government and legislative bodies or other states whose jurisdiction affects the Company's activities or if failure to comply with such decisions or directions may result in the Company incurring liability.

8.2.    Any disputes related to the entering into or performing of the Agreement are to be heard in English by a competent court in the location of the Company, unless contrary to law. To the extent permitted by the law, the Parties refuse to exercise any right to a jury trial or to join a class action on a dispute arising out of the Agreement. The User within 60 calendar days from the date of acceptance of the Agreement can opt-out and not be bound by this Agreement by sending written notice to opt-out to the address and as indicated in clause 8.13. Before applying to a Court, the User agrees to comply with the compulsory pre-court procedures by contacting the Company at the address specified in clause 8.13 and await receipt of a response(s) to the complaints within 60 days following its receipt by the Company.

8.3.    The parties are not liable for violation of the Agreement if it is caused by unforeseeable and unavoidable circumstances, including acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, power or equipment failure, industrial or labour disputes, blockchain failures, or any other force majeure event.

8.4.    The Company can withdraw from the Agreement in the event, if the User does not comply with (or ceases to comply with) the requirements placed on him/her, including those listed in clauses 1.4 to 1.7. This clause does not create any liability on the Company following a change in the User's status.

8.5.    The Company is only liable to the User (including for any damages) up to the value of the remuneration received from the User for the purchased Tokens.

8.6.    The invalidity of part(s) of the Agreement does not result in the invalidity of the Agreement as a whole, if the Parties can enter into the Agreement without including any the invalidated part(s). At the same time, revocation or termination of the Terms of Use or Privacy Policy between the Parties in whole or in their substantial part (which would be considered by the Parties as necessary when concluding the Agreement) is grounds for termination or invalidation of this Agreement.

8.7.    This Agreements represents the entire agreement between the Parties and supersedes any prior or disclosures, discussions, understandings and agreements, whether oral of written, between the Parties.

8.8. The Company can at its discretion assign all or part of its rights under the Agreement and transfer its obligations under the Agreement to any other person. Notice of such an assignment is to be made by the Company by publishing a new version of the Agreement in accordance with clause 8.9 or by sending a notification in accordance with clause 8.12 or via publication of the relevant information on the Site or Service. The Company is not obliged to provide the User with prior notification of such an assignment or to provide an opportunity for the User to terminate the Agreement. Any assignee appointed by the Company under this clause shall hold all rights and perform all obligations arising from this Agreement.

8.9. Unless otherwise provided by the Agreement, its content can be amended by the Company at any time in accordance with the terms of this clause. The updated Agreement is to be published at the webpage [https://www.zodiaq.io] and enters into force 10 (ten) days following its publication on the website. If the User does not agree with the changes to the Agreement, he must cease to use the Site and all Services and promptly transfer or sell the Tokens held by him/her to a third party, in accordance with the provisions of the latest version of this Agreement. Users that continue to use the Tokens, Site or any of the Services after publication of an updated Agreement are to be considered to have approved the terms of the updated Agreement.

8.10. In situations where the Company publishes a new document regulating its dealings with the User (in particular, but not limited to the following types of documents: Know-Your-Client and Anti Money Laundering policies, open licences, regulations governing the provision of certain types of services through the Site) the rules established by the Agreement, are to be apply to the extent that they do not contradict the new document and the nature and substance of the relations.

8.11. Nothing in the Agreement is to be construed as establishing between its parties a partnership, joint venture, corporate or other similar categories of relations.

8.12. The Company can send to the User a message via the Site, operating system (when such functionality is provided for by the Service), e-mail, by means of short text messages/SMS as well as in writing. The Company can select the method of communicating with the User.

8.13. Users can submit any enquiries regarding the Agreement by e-mail at: [Legal@zodiaq.io]. Enquiries in writing can be sent to the following address: [104 Minkelberget, 882 95 Graninge, Sweden]. Any enquiries should contain your full name, address and location (if different to your address), details of any document confirming your identity, details that will enable the Company to identify your account (login, ID, telephone number and similar details) and your signature or electronic signature (in case of an electronic message).

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