



I Q O N I Q

BECOME ONE

**IQQ PRIVATE
TOKEN SALE T&C'S**

February, 2021





Eligibility

Your participation shall mean that you have read, understand and agree to be bound by the terms.

The Company reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms. Please check these Terms periodically for changes. Your continued use of the site or Services after the posting of changes constitutes your binding acceptance of such changes.

You also represent that you have the legal authority as per applicable law (including but not limited to age requirement) to accept the Terms on behalf of yourself and/or any other person you represent in connection with your participation in the sales.

Representations and Warranties

By purchasing Tokens, you represent and warrant that:

You have read and understand these Terms (including any Exhibits);

You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic Tokens, Tokenstorage mechanisms (such as Tokenwallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the implications of purchasing the Tokens and the risks connected to the technology used. ;

You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens;

You understand that the Tokens confer only the right to provide and receive Services in the Network and confer no other rights of any form with respect to the Network or Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

You are purchasing Tokens to provide or receive Services in the Network and to support the development, testing, deployment and operation of the Network. You are not purchasing Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;



Your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to,

- (i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens in the Network, and entering into contracts with us,
- (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and
- (iii) any governmental or other consents that may need to be obtained;

You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;

If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);

You are not a resident or domiciliary of The United States of America, China, or Singapore, or purchasing Tokens from a location in either of these jurisdictions, and you acknowledge that any purchase of tokens under these terms by minors, persons, or citizens of restricted jurisdictions will be rendered null and void.

; and

You are not

- (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act,
- (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.



Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Parties”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to:

- (i) your purchase or use of Tokens, (ii) your responsibilities or obligations under these Terms,
- (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.

Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under the applicable sections of the agreement herein. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE Tokens ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE Tokens, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE Tokens ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE Tokens WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE Tokens OR THE DELIVERY MECHANISM FOR Tokens ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.



Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE Tokens OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE Tokens, EXCEED THE AMOUNT YOU PAY TO US FOR THE Tokens.

Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.



Total waiver of Liability

You hereby warrant and agree that the Company, its directors, members, shareholders or any other party associated with the Company shall not be liable for any losses associated with the use of, creation, development, obtaining, transfer, holding, or your general participation in the Token even or possession of the Tokens.

You further warrant and agree that you hereby hold the company, its members, directors, or shareholders harmless for any non-development of software features or project development associated with the IQONIQ project. Any forecasts, figures, suggestions, designs, or ideas are subject to change, compliance, regulations, and development fees. In the event that IQONIQ does not create, develop, or deploy any of its ideas or suggestions provided on its website, white paper, or in any press release, The company, directors, members, shareholders shall not be liable for any losses or breach of this agreement.

Participation

Participation is by invitation only and is therefore limited to clients who sign-up directly to https://tokens.iqonIQ.io/sign_up by means of a personal referral code, or who are able to access the offer via one of our affiliated networks.

IQQ Token Allocation & Duration

150.000.000 IQQ tokens are allocated to the private sale.

(The sale will be exhausted or closed earlier by decision of The Company.)

Benefits

- Participants benefit from an initial reduced token price compared to the launch price of €0.25 / IQQ.
- Participants also benefit from exclusive access to our 'refer-a-friend' plan where they can get additional IQQ tokens usable to purchase additional services on the platform.
- Participants further receive an additional bonus subject to the amount of tokens purchased.



Token Price

The price per token will be EUR €0.16 for the duration of the Private Sale Extension.

Refer-a-Friend

Participants who refer their friends can get additional tokens usable to purchase additional services on the platform. Following your IQQ token purchase, a personal referral link will be generated on your account and will allow you to share the opportunity with your eligible friends.

Commission structure

A total of 31% commission rate is allocated to the private sale's refer-a-friend plan:

5 levels of compensation

For all direct referrals the referrer receives an 16% commission on their referees' token acquisitions.

The referrer also receives compensation on their referees' referrals for up to 4 subsequent referral levels.

1st line referrals	2nd line referrals	3rd line referrals	4th line referrals	5th line referrals
16%	8%	4%	2%	1%

Commissions shall be payable in IQQ tokens

Users will be able to track and monitor the relevant transactional data for the 5 levels of compensation directly from their user account.



Welcome Bonus

A welcome bonus will be paid to each participant based on their purchase amount, according to the schedule below:

IQQ	€250 to €999	€1.000 to €2.499	€2.500 to €4.999	€5.000 to €9.999	€10.000 or more
Bonus	5%	10%	15%	20%	50%

Vesting

The IQQ tokens acquired or earned may be sold or exchanged as soon as the IQQ tokens are listed on the exchange, whereby twenty five percent (25%) of the Tokens will immediately vest upon the Token listing Date. On the last day of the calendar month following the Token Listing Date, another twenty five percent (25%) of the Tokens shall vest. Thereafter, on the last day of each subsequent month for five months, ten percent (10%) of the Tokens shall vest.

The IQQ bonus tokens are subject to a vesting period:

- 50% may be sold or exchanged after 6 months
- 50% may be sold or exchanged after 1 year

The vesting period shall be calculated from the date the IQQ tokens are listed.

Help

Should you require assistance, or for further information, please do not hesitate to contact us at help@iqoniq.io

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Disclaimer

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