



Tokens sale agreement

DNET tokens sale agreement

1. This Token Sale agreement ('Agreement') forms a legally binding contract between You and the Digital Century Limited that is a company incorporated in Hong Kong, Wan Chai, 181 Johnston Road, Tai Yau Building, 10/F, Room 1005 (the "Company" or "DeNet") and sets forth general rules and procedure of DeNet Tokens Sale by the DeNet and their purchase by the Purchaser. This Agreement is inalienable part of DeNet General Terms & Conditions of DNET Tokens Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the DeNet General Terms & Conditions of DNET Tokens Sale shall apply to the relationships that arise hereunder.
2. This Agreement certifies that You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and payment of ETH, LTC, BCH or BTC equal to 0.035 USD during the DNET Token Pre-Sale (Bonuses not included) and ~ 0.0035 USD during the DNET Token Sale for one DNET Token according to the cost of ETH, LTC, BCH or BTC to the date of purchase of the DNET Token (the "Purchase Amount") on the specific smart-contract address published on the Website and during the Token Sale period (the "Payment Date" or "Payment period"), to DeNet, shall be entitled to take delivery of certain digital cryptographic token (the "DNET Token") upon the occurrence of the Company's Token Sale, subject to DeNet General Terms & Conditions of DNET Tokens Sale and the provisions set forth below.
3. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in DeNet General Terms & Conditions of DNET Tokens Sale.
4. DNET Tokens Sale shall be divided in three stages: DNET Token Pre-Sale phase 1, DNET Token Pre-Sale phase 2 and DNET Token Sale.
5. DNET Token Pre-Sale period is the period of time (2 stages during 2018) during which the Company shall deliver to the Purchaser a number of DNET Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale (according to the prices and procedures referenced in DeNet General Terms & Conditions of DNET Tokens Sale and this Agreement).
6. DNET Token Sale period is the period of time (during 2018) during which the Company shall deliver to the Purchaser a number of DNET Tokens equal to the Purchase Amount paid to the Company by Purchasers in the Token Sale (according to the prices and procedures referenced in DeNet General Terms & Conditions of DNET Tokens Sale and this Agreement).
7. DNET Tokens are available for purchase to Purchasers who are eligible to enter to this agreement according to the provisions of DeNet General Terms & Conditions of DNET Tokens Sale (Purchasers) and provisions of this Agreement only during a limited DNET Tokens Sale period of time that is defined in the Appendix A of DeNet General Terms & Conditions of DNET Tokens Sale and clauses 5 and 6 of this Agreement.
8. DeNet's publication on the Website of an offer to sell DNET Tokens to a number of Purchasers (potential DeNet Token purchasers) is considered a legally binding offer of the DeNet to sell DNET Tokens (hereinafter referred to as the "Offer").
9. The Offer shall be available only at the Website via specific form. Any other offers concerning DNET Tokens Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the DeNet.
10. The number of DNET Tokens offered for sale by the DeNet is limited. Such number of DNET Tokens to be sold and available for purchase is defined in the Appendix A of the DeNet General Terms & Conditions of DNET Tokens Sale.
11. Legally binding acceptance of the Offer shall be conducted by a Purchaser by clicking the button "I agree" on the Website in the specific field and sending the Purchase Amount of ETH, BTC, BCH or LTC on the specific smart-contract address published on the Website. By this action the respective Purchaser, agree that he fully read, understood and irrevocably accepted this DNET Token Sale Agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.

12. Offer Acceptance shall be deemed irrevocable.
13. The price of one DNET Token is set forth in the amount of ETH, LTC, BCH or BTC equal to 0.035 USD during the DNET Token Pre-Sale and ~ 0.035 USD (to be stated right before Token sale) during the DNET Token Sale, according to the cost of ETH or BTC to the date of beginning of the Token Sale. The payment for DNET Tokens can be conducted by Purchasers only in Ethereum (ETH), Litecoin (LTC), Bitcoin Cash (BCH) or Bitcoin (BTC). DeNet does not accept fiat currency as payment for DNET Tokens. Technically the payment of DNET Tokens shall be conducted via Ethereum Smart Contract specified on the Website.

During the DNET Token Pre-Sale there will be the bonus program. More detailed conditions of purchasing of DNET Tokens under the bonus program will be provided on the company's official website. The Company reserves the right to change the terms and conditions of the bonus program.
14. To purchase DNET Tokens the Purchaser shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is equivalent to the amount of the DNET Tokens the Purchaser is willing to receive for such payment.
15. Purchaser is not entitled to send any funds to purchase DNET Tokens until DNET Token Pre-Sale or Token Sale period has officially begun. Purchaser is not entitled to send any funds to purchase DNET Tokens upon ending of the respective DNET Tokens Sale.
16. The DNET Tokens shall be sent to the Purchaser's personal respective cryptocurrency wallet after the end of DNET Tokens Sale period.
17. The Purchaser is not entitled to sell more than 50 % of DNET Tokens bought at Pre-sale and Sale stages within a period of six months from the date of purchase.
18. To the extent allowable pursuant to Applicable Law, the purchase of the DNET Tokens by the Purchaser from the DeNet is final, and, thus, there are no refunds and/or cancellations.
19. Ownership rights for DNET Tokens shall be transferred from the DeNet to the respective Purchaser upon completion of payment procedure by the Purchaser.
20. The proceeds received by DeNet from the sale of DNET Tokens to Purchaser shall only be deemed as proceeds received from sale of internal operational instrument which can only be used within the DeNet Platform, as DNET Tokens are eventually designated to be an operational instrument which give the Purchaser certain rights described in Appendix A of DeNet General Terms & Conditions of DNET Tokens Sale.
21. You expressly agree that the DNET Tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.
22. By purchase of DNET Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving DNET Tokens are being used to facilitate any criminal or illegal activity.
23. The Purchaser is obliged to provide valid proofs concerning legality of his/her proceeds used to purchase DNET Tokens upon DeNet's request or request of bank institutions or government authorities.
24. By accepting this Agreement and by purchase of the DNET Tokens, the Purchaser represents/warrants and accepts that there are certain risks associated with purchase of DNET Tokens, holding DNET Tokens, and using DNET Tokens described in Appendix B of DeNet General Terms & Conditions of DNET Tokens Sale.
25. Purchaser also represent and warrant that he (or she) is not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. DeNet shall reserve the right to refuse selling DNET Tokens to anyone who does not meet the criteria set forth above.

26. The Purchaser is only allowed to purchase DNET Tokens if and by buying DNET Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence): 1) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase DNET Tokens, enter into agreement with the DeNet and in doing so will not violate any other agreement to which he (or she) is a party; 2) if he (she) is a corporation, governmental organization or other legal entity, he/she have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms; 3) will not be using the DNET Tokens for any illegal activity, including but not limited to money laundering and the financing of terrorism.
27. DNET Tokens are to be provided on an "as is" and "as available" basis and without any warranties of any kind, either expressed or implied. The Purchaser assume all responsibility and risk with respect to buying of any amount of the DNET Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the DeNet 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 the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the DNET Tokens, regardless of the basis, upon which the liability is claimed and even if the DeNet has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that the DeNet shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the DNET Tokens. The Purchaser understands and expressly agrees that the DeNet shall not guarantee in any way that the DNET Tokens might be sold or transferred during or after the DeNet Token Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the DNET Tokens. Purchasing of the DNET Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and the DeNet, nor any partnership, joint venture, employment or agency.