TERMS OF TOKENS SALE

SECTION 1. GENERAL PROVISIONS

1.1. These Terms of Tokens Sale (hereinafter referred to as the "Terms") set forth general rules and procedure of CrypStock project's Tokens (hereinafter referred to as the "ICS" or "ICS Tokens") Sale by the Website Owner (hereinafter referred to as "CrypStock", "Company", "we", "us") and their purchase by Users (hereinafter referred to as "Purchaser", "User", "you").

1.2. ICS is a cryptographic token used in the CrypStock project, an unregulated, digital asset, issued and controlled by its developers, and used and accepted by the members of CrypStock community. ICS tokens are not accepted outside the CrypStock project system and ICS does not have a fixed exchange value equal to the amount delivered at the time of its issue.

1.3. Terms of Token Sale, Terms of Service and Privacy Policy make a single set of rules which regulates the relationships between Purchaser and CrypStock. You cannot accept it partially, this set of rules should be accepted in full. Should any conflict between Terms of Token Sale and Terms of Service, Terms of Token Sale shall prevail. Should any conflict between Terms of Service and Privacy Policy, Terms of Service shall prevail.

1.4. Please read these Terms carefully. Note that each User must comply with these Terms.

1.5. It is understood and presumed per se that by the facts of use of the Website and purchase of ICS Tokens, the respective User has fully read, understood, and irrevocably accepted these Terms. If any User does not agree with these Terms in general or any part of it, such User should refrain from using the web-site http:// ryp tock.io (hereinafter "Website") and/or purchasing ICS Tokens.

1.6. You confirm that you are of an age of maturity to enter into these Terms, 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.

1.7. 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 ICS Tokens under the applicable law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

SECTION 2. PURCHASE OF ICS TOKENS

2.1. Subject to the Terms of Service and these Terms, the Company agrees to sell to the Purchaser and Purchaser agrees to buy from Company a specific number of ICS Tokens at the price listed on the Website depending on the time of purchase.

2.2. ICS Tokens are available only at the Website. Any other proposals that describe ICS Tokens Sale published on any other internet resources shall be considered false and void and the Website Owner shall not take responsibility for these offers.

2.3. Unless otherwise stated herein, these Terms govern purchase of ICS Tokens from the Company during sale period from May 27, 201 until a Hard Cap as provided in White Paper is reached. *Any payment received by the Company after the end of the Sale Period will be accepted only if it was originated during the Sale Period. The Company may request to provide evidence of payment from the Purchaser. No payment will be accepted when the Hard Cap is reached.*

2.4. CrypStock has the right to enter into agreement with any of Purchasers on special conditions (including commercial conditions) which may be different from those stipulated by these Terms.

SECTION 3. PURCHASE PROCEDURE

3.1. ICS Tokens are available for purchase to relevant Users only within a limited period of time and only on the terms stipulated in the White aper and presented on the Website.

3.2. CrypStock's crowdsale campaign is divided into two stages: pre-ICO and ICO. Note that pre-ICO stage provides for up to 40% discount for early stage contributors.
The key parameters of the crowdsale campaign will be set as follows:
- Pre-ICO Soft Cap = USD 1,000,000 (One million)
- Pre-ICO Hard Cap = no limit
- ICO Soft cap = USD 5,000,000 (Five Million)
- ICO Hard cap = USD 59,000,000 (Fifty Nine Million)

3.2. Purchase of ICS Tokens requires a creation of an account on the Website. In order to register an account, you are required to provide your personal information. You are responsible for relevance and validity of information to be provided when registering an account.

3.3. The number of ICS Tokens available for sale by the Website Owner is limited. CrypStock will issue 500 000 000 ICS Tokens and 50,000,000 Heritage ICS Tokens (please, read White Paper on Heritage ICS token distribution).

After the end date of the token sale or once all the tokens are sold, ICS founders issue a transaction that finalizes the token sale. This triggers minting the tokens for the team and prevent future tokens from minting on the ICS Token Contract.

3.4. The price of ICS Tokens is defined in Ethereum (ETH). The price of 1 ICS Token is equal to ____ ETH and such purchase price is not subject to change within Sale Period, however some bonuses may be provided.

3.5. The payment of ICS Tokens conducted by Users can be made in two ways:

a) by sending Ether directly to the Token sale smart contract (the Ethereum ERC-20 token standard will be used);

b) by using other cryptocurrencies like Bitcoin. In such a case Purchaser would need to send the money to the founders in the dashboard, and the CrypStock backend creates a transaction to issue new tokens.

The User may be required to manually set his/her ETH-wallet to watch the token sale smart contract to receive ICS Tokens after their distribution by CrypStock within the blockchain, which shall be made after the Token Sale ends. The Purchaser may purchase ICS Tokens via specific Ethereum client. BUT IT IS PROHIBITED TO SEND CRYPTOCURRENCY FUNDS, TO PURCHASE ICS TOKENS FROM ANY CRYPTOCURRENCY EXCHANGES, USE OF ANY ONLINE EXCHANGE SERVICES (E.G., KRAKEN, COINBASE, POLONIEX, ETC.), AS WELL AS USE OF JAXX AND MULTI-SIGNATURE WALLETS WILL LEAD TO THE LOST OF ALL ETH PAID HEREUNDER.

3.6. CrypStock retains the right to change the Ethereum ERC-20 token standard at its own decision.

SECTION 4. TOKEN DISTRIBUTION

4.1. Upon fulfilment of the payment token sale contract makes a 'contract call' to the ICS token contract to mint new tokens and allocate them to a public address of a contributor (External Wallet).

4.2. Failure to provide a correct address of the External Wallet will result in the loss of purchased ICS Tokens, which shall be the sole responsibility of the Purchaser.

4.2. Token sale contract is the only way to mint tokens.

4.3. After the end date of the token sale or once all the tokens are sold, CrypStock founders issue a transaction that finalizes the token sale. This triggers minting the tokens for the team and prevent future tokens from minting on the ICS Token Contract.

SECTION 5. ASSUMPTION OF RISKS

5.1. Purchaser shall be responsible for implementing reasonable measures for securing the External Wallet, vault or other storage mechanism Purchaser decides to use to receive and hold ICS Tokens outside of the account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to the purchased ICS Tokens. Company shall not be responsible for any such losses.

5.2. By accepting these Terms and by purchasing the ICS Tokens, the User recognizes and accepts there are certain risks involved in purchase of ICS Tokens, holding ICS Tokens, and using ICS Tokens. By conducting a purchase of ICS Tokens, the User expressly accepts such risks, including, but not limited to: risk of losing access to the ICS Tokens in his/her possession because of loss of private key(s) or password, as well as any other registration information, risks that occur due to the ICS Tokens blockchain, risk of mining attacks, risk of hacking and security weaknesses, risks that occur due to volatility of markets for cryptocurrencies, etc.

 5.3. The User also recognizes and accepts that CrypStock cannot provide any warranty that the process for generating ICS Tokens will be uninterrupted or error-free and why there is a certain possibility that the CrypStock Blockchain could be subjected to weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of ICS Tokens.

SECTION 6. ACKNOWLEDGEMENTS

In connection with the purchase of the ICS Tokens, you acknowledge Company that:

6.1. You are aware of the terms and conditions of the ICS Tokens and have acquired sufficient information about the ICS Tokens to reach an informed and knowledgeable decision to acquire the ICS Tokens.

6.2. You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand the terms of these Terms and to appreciate the risks and implications of purchasing the ICS Tokens.

6.3. You understand that the ICS Tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under legislation of your country.

6.4. You understand that the ICS Tokens confer only the rights described in the White Paper, and confer no other rights of any form with respect to CrypStock,

including, but not limited to, the right to receive profits, income, or other payments or returns, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.

6.5. You represent and warrant that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving ICS Tokens are being used to facilitate any criminal or illegal activity. You confirm that you do not intend to hinder, delay or defraud CrypStock or any other CrypStock's users or engage in any illegal conduct and or unlawful activity in relation to money laundering, drug/human/weapon trafficking, terrorist activities or tax evasion.

6.6. You acknowledge that you will not forge, or otherwise manipulate any personal or non-personal data requested by CrypStock in the process of the User's registration (will not use the VPN or other means of distorting the data), or after its completion, will provide all necessary personal or non-personal data in the form and format requested by CrypStock in the event when such necessity arises in connection with the requirements of anti-money laundering and "Know Your Customer" (KYC) frameworks of CrypStock or in accordance with the applicable law.

6.7. You acknowledge that you are not related to the persons listed in Section 7.

6.8. You realize that this document is being distributed only to, and is directed only at (and any investment activity to which it relates will be engaged only with):

(a) investment professionals;

(b) qualified investors;

(c) certified sophisticated investors;

(d) other persons to whom it may otherwise lawfully be communicated (all such persons together being referred to as "relevant persons").

Any investment to which this document relates is available only to (and any investment activity to which it relates will be engaged only with) relevant persons. This document is directed only at relevant persons and persons who are not relevant persons should not take any action based upon this document and should not rely on it.

6.9. You warrant to CrypStock parties that you are a relevant person. If you fail to do so, you agree to hold harmless and indemnify the CrypStock parties from any liability, risk or penalties resulted from your negligence or willful misconduct.

6.10. You shall not purchase ICS Tokens for any uses or purposes other than to use ICS Tokens as provided in the White Paper, including, but not limited to, any investment, speculative or other financial purposes.

6.11. You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the ICS Tokens or any use of these Terms, including:

(a) the legal requirements within its jurisdiction for the purchase of the ICS Tokens;

(b) any foreign exchange restrictions applicable to such purchase;

 (c) any governmental or other consents that may need to be obtained.

6.12. Your purchase, payment for, and continued beneficial ownership of the ICS Tokens will not violate any applicable laws of your jurisdiction.

6.13. The purchase price that you pay for ICS Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of ICS Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of ICS Tokens.

6.14. You understand that the Websites as well as the White Paper, can be translated into several languages, but only the information placed in English shall bound the Parties of these Terms. Versions of the Websites and documents translated into others languages are for informational purposes only.

6.15. You understand that you shall be guided by that version of the White Paper which is put on the Website at the moment of ICS Tokens purchase or later.

6.16. If you are purchasing ICS 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).

6.17. You understand that CrypStock cannot comply with the requirements of all the jurisdictions worldwide while doing business. If any provisions of this document break or to transgress or to violate the law to which Purchaser is subjected to, then Purchaser's jurisdiction law shall prevail. The Purchaser entering into relationship with CrypStock shall oblige its jurisdiction law.

SECTION 7. PURCHASE LIMITATIONS

7.1. The United States (including Puerto Rico, the US Virgin Islands and any other possessions of the United States), Singaporean, Canadian, UK, Chinese or South Korean citizens and residents are not eligible to purchase ICS Tokens. You are only allowed to purchase ICS Tokens if and by buying ICS Tokens you covenant, represent, and warrant that you are neither a US, Singaporean, Canadian, UK, Chinese or South Korean citizen or permanent resident of the United States, Singapore, Canada, UK, China or South Korea, nor do you have a primary residence or domicile in the United States, Singapore, China, UK or South Korea. In order to buy ICS Tokens and by buying ICS Tokens you covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer, are US citizen, green card holders or permanent resident of the United States, Singapore, Canada, UK, China or South Korea, nor do you have a primary residence or domicile in the United States, Singapore, Canada, UK, China or South Korea, including any other possessions of the United States, Singapore, Canada, UK, China or South Korea. Should this change at any time, you shall immediately notify CrypStock. The company shall reserve the right to refuse selling ICS 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 ICS Tokens to US, Singaporean, Canadian, UK, Chinese or South Korean citizens, permanent residents of the United States, Singapore, Canada, UK, China or South Korea and those users who do not meet any criteria specified in Sections 1 and 6.

SECTION 8. DISCLAIMERS

8.1. The ICS Tokens are provided on an "as is" and "as available" basis without warranties of any kind, and we expressly disclaim:

a) all implied warranties as to the ICS Tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;

b) Company does not represent or warrant that the ICS Tokens are reliable, current or error-free, meet Purchaser's requirements, or that defects in the ICS Tokens will be corrected;

c) Company cannot and does not represent or warrant that the ICS Tokens or the delivery mechanism for ICS Tokens are free of viruses or other harmful components;

d) CrypStock does 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.

8.2. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of the Website and use and buying of the ICS Tokens, and that the Website Owner should not accept any liability for any illegal or unauthorized use of the Website and use and buying of the ICS Tokens.

SECTION 9. LIMITATION OF LIABILITY

9.1. You hereby expressly agree that to the maximum extent permitted by applicable law:

a) In no event will Company or any of the CrypStock 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 ICS 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);

b) In no event will the aggregate liability of Company and the CrypStock 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.

9.2. You understand and that CrypStock shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of ICS Tokens. CrypStock shall not provide the user refund possibilities (payout liquidity) for purchased ICS Tokens.

9.3. The limitations set forth in section 10.1 will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the Company.

9.4. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

SECTION 10. INDEMNIFICATION AND RELEASE FROM RESPONSIBILITY

10.1. To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless Company and Company's 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 ("Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (a) purchase or use of ICS Tokens, (b) Your responsibilities or obligations under these Terms, (c) your breach of these Terms, or (d) your violation of any rights of any other person or entity, and (e) your violation of any laws.

10.2. To the fullest extent permitted by applicable law, you release the Company and the 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 you and the acts or omissions of third parties. You expressly waive any rights you may have under statute or common law 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.

11. GOVERNING LAW.

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Estonia without giving effect to principles of conflicts of law.

12. DISPUTE RESOLUTION AND ARBITRATION.

12.1. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company:

a) Waive your and Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a county court;

 b) Waive your and Company's respective rights to a jury trial.

Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

12.2. Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

12.3. Each Party will notify the other Party in writing of any arbitrable Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to the support team at info@ rypstock.io. Notice to You shall be sent to the e-mail address provided by you in your account.

Your notice must include:

 a) Your name, postal address, email address and telephone number;

 b) a description in reasonable detail of the nature or basis of the Dispute;

c) the specific relief that you are seeking.

If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 12, commence an arbitration proceeding or, to the extent specifically provided for in Section 12.1, file a claim in court.

(d) Process. If allowed under the applicable law, any Dispute shall be referred to and finally resolved by arbitration administered by the International Arbitration and cryptography Centre Limited (hereinafter – "IACC") in accordance with IACC rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be London, England. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

SECTION 11. TERMINATION OF TERMS

11.1. CrypStock shall have the right at its sole discretion and without any prior written notice terminate the Terms of Token Sale if:

a) the User provided invalid data to complete the registration process;

b) the User failed to comply with the requirements of Section 6 of these Terms;

c) the User failed to comply with the other provisions of these Terms;

d) on other grounds at CrypStock's sole discretion.

SECTION 12. AMENDMENTS

12.1. These Terms may be modified by Company at any time for any reason by placing modified Terms on the Website. We will provide notice of any amendment to these Terms by posting any revised terms to the Website and updating the "Last updated" field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of ICS Tokens.

SECTION 13. MISCELLANEOUS

13.1. In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon Company and you with the same effect as thought the void and unenforceable part had been severed and deleted.

13.2. You expressly agree with and accept these Terms and all terms incorporated herein by reference by proceeding with the purchase of ICS Tokens.

13.3. The article headings of these Terms are included for the convenience only and shall not affect the construction or interpretation of these Terms.