



Token Sale Terms & Conditions

Preamble

This “Token Sale Terms & Conditions” (the “**T&Cs**”) is concluded between ZipCoin a limited liability company organized under the laws of the state of Wyoming, USA, with business address at: **501 E Garfield St, Laramie, WY 82070, USA** (hereinafter “**ZipCoin**”, “**ZIPCO**” “**us**”, “**we**”), or any legal successor of ZipCoin, and any entity that fulfils the criteria set out in these T&Cs and accepts the terms provided herein (hereinafter “**Participant**”, “**Token Holder**”, “**you**”). Parties to the T&Cs are herein referred to individually as a “**Party**” and collectively as the “**Parties**”.

ZipCoin develops and operates solutions including mobile applications that help its users among others to better save money and optimize spending.

The Participant provides payments to ZipCoin in connection with the Initial Token Sale (“**ITS**”) of cryptographic tokens existent on the Epic Operating system (EOS) blockchain that can enable usage of and interactions with certain services (“**Services**”) to be implemented by ZipCoin on the ZipCoin website or mobile applications (“**Ecosystem**”) after having closed the ITS. The cryptographic tokens are hereinafter referred to as “**ZIPCO**” or “**Token**”.

By accessing and using our website (<https://zipcx.io>, the “**Website**”) or participating in the ITS, Participants agree to these T&Cs. Please read the T&Cs carefully. If you do not agree to all of these terms, please do not use this Website or any information, links or content contained on this Website and do not participate in the ITS.

This document does not constitute a prospectus or offering or securities of any sort or any other form of capital investment product and is not a solicitation for investment.



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ZIPCO Sale and Service

Description

The ZipCoin ITS represents a voluntary contribution towards the implementation of crypto services in the Ecosystem. These Services, the ITS and the usage of ZIPCOs are described in the Whitepaper (as stated on the Website). For the redemption of ZIPCOs for Services as well as for the usage of these Services the Token Usage Terms & Conditions apply (as stated on the Website and after availability of the Services in the relevant locations in the Ecosystem). The Whitepaper and the latter are herein jointly referred to as the “**Accompanying Documents**”.

The ZIPCO does not grant equity stake nor profit sharing. It does not represent an ownership right or direct claim in the ZipCoin Ecosystem, revenues, profits or intellectual property, either present or future. Despite ZipCoin team’s best efforts and diligence to bring this project forward, all Participants should be aware that their contributions are not refundable and accept the inherent risk (as outlined below) of project failure at any stage of development. This implicit risk is associated with any and all uncertainty of backing technologically-focused entrepreneurial projects, and can be affected by either internal or external factors that are out of the control scope of ZipCoin. Additionally, Participants may be subject to any applicable compliance regulations (including KYC, AML and others where applicable).

The ZIPCO can be used in the Ecosystem with a corresponding utility value and will not provide any redemption rights. We believe that ZIPCO does not qualify as an investment or a security or any other form of capital investment product. Does not provide a participant equity share in the legal structure of ZipCoin Limited Liability Company. ZIPCO Coin is considered as a utility token in the state of Wyoming, also known as open blockchain token, and we do not deliberately make efforts to find a secondary market for the token by locating buyers for it or agreeing to a purchase agreement.

ZipCoin offers various methods of payments including fiat and cryptocurrencies. ZipCoin may require a minimum or maximum amount for individual payment methods to manage payment costs and risks.

If you purchase ZIPCO via Bitcoin or Ethereum, we will use the following exchange rate to derive the value in USD which then is the basis for the number of ZIPCOs assigned to you. We use the latest volume-weighted average price of Bitcoin or Ethereum respectively from the leading exchanges Kraken and Bitstamp at the point in time your payment transaction is sent to the blockchain. We pull these prices from CryptoCompare and update the price four times a day at around 0.00, 6.00, 12.00 and 18.00 US Eastern Standard Time.

If you purchase ZIP via any other cryptocurrencies or token except of Bitcoin and Ethereum, we will use the following exchange rate to derive the value in US dollars then is the basis for the number of ZIPCOCOs assigned to you. We use the exchange rate of the respective cryptocurrency that is shown last to you on our Website before you send your payment transaction to the blockchain.

If you purchase ZIPCO via credit card, ZipCoin may withhold the ZIPCOs assigned to you for up to 180 days before transferring them to your wallet to protect you and ZipCoin against credit card fraud. Once tokens are assigned to your wallet they cannot be refunded due to the design of the blockchain, so ZipCoin would not be able to process any chargebacks. We therefore accept the inconvenience of a late ZIPCO transfer and put the safety of your payments first.



2 Scope of Terms

Unless otherwise stated herein, these T&Cs only govern your purchase of ZIPCO from ZipCoin during the Pre-Sale and Main Sale as defined in the Whitepaper.

Any use of ZIPCO in connection with providing or receiving Services on the Ecosystem may be governed by other applicable terms and conditions and policies.

3 Participation requirements

If you want to buy ZIPCOs with cryptocurrencies, you can send your Ethereum (“ETH”) or Bitcoin (“BTC”) units from any cryptocurrency wallet (such as but not limited to Coinbase, Poloniex).

During the sale process you will be prompted to insert a new address of an EOS wallet that supports the EOS token standard in order to receive any Tokens you purchase from us. We reserve the right to prescribe additional guidance regarding specific wallet requirements.

You are responsible for implementing reasonable measures for securing your wallet, vault, or other storage mechanism you use to receive and hold ZIPCO purchased from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws (e.g. KYC/AML) or regulations in connection with selling ZIPCO to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell ZIPCOs to you until you provide such requested information and we have determined that it is permissible to sell you ZIPCOs under applicable laws or regulations.

4 Cancellation: Refusal of Purchase Requests / Refunds

All purchases of ZIPCO from us during the Pre-Sale and Main Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel ZIPCO purchase requests at any time in our sole discretion.

ZipCoin may pause the ZIPCO sale during the Pre-Sale or Main Sale periods in our sole discretion. Reasons for such a pause among others can be: material increase in Bitcoin or Ethereum price volatility (e.g. Bitcoin price crash), news that might impact the price volatility, suspicion of systematic fraud when purchasing ZIPCO, or significant higher load of IT systems than expected.

5 Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (ZipCoin LLC, 501 E Garfield St, Laramie, WY 82070, USA, email: admin@zipcx.io) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.



To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract) To:

ZipCoin LLC
501 E Garfield St, Laramie, WY 82070, USA

I hereby give notice that I withdraw from my contract for the provision of the following service
Ordered on
Name of consumer Address of consumer
Signature of consumer (only if this form is notified on paper) Date

6 Possible Migration of Tokens

ZIPCOs are being created as EOS tokens on the EOS protocol. We reserve the right to migrate the EOS based ZIPCOs (the “Pre-existing Tokens”) to another protocol and to generate replacement Tokens on the new protocol (the “Replacement Tokens”) in the future, should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Ecosystem.

Should we decide to migrate the Tokens, we may no longer provide support for the Pre-existing Tokens relating to the Ecosystem, the Services, or any other operational matters, except with respect to the migration process. Although ZipCoin does not at this time anticipate that it will require any Pre-existing Token holders to convert their Pre-existing Tokens to Replacement Tokens, ZipCoin anticipates there will be significant incentives for Pre-existing Token owners to do so, since the practical utility of Pre-existing Tokens will likely diminish rapidly once the Replacement Tokens are created and in use by a significant portion of Ecosystem participants. Accordingly, by accepting these T&Cs you acknowledge and agree that in order for you to continue to participate on the Ecosystem or obtain utility from the Tokens you may need to convert the Tokens you purchase during the Token Sale to Replacement Tokens in the future.

7 Taxation

Any amounts that you pay for ZIPCOs are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of ZIPCOs, 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
we are obliged to withhold
separately in our invoice.

ZIPCOs. However, in case
tax, this will be shown

8 Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing, owning, and using ZIPCO for the provision or receipt of Services on the Ecosystem, as disclosed and explained in Annex

1. BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

9 Representations and warranties

By purchasing ZIPCO from us, you (the Participant) represent and warrant that:

- a) You have read and understand these T&Cs (including all Annexes and Accompanying Documents):
- b) You agree and acknowledge that ZIPCO do not constitute securities in any form or any other form of capital investment product in any jurisdiction;
- c) You agree and acknowledge that these T&Cs and any Accompanying Documents do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or any other form of capital investment product in any jurisdiction or a solicitation for investment in securities and you are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment have to be accepted on the basis of these T&Cs and any Accompanying Documents;
- d) You acknowledge and agree that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of Services including (but not necessarily limited to) the risks described in the Annex 1;
- e) You have sufficient understanding of technical, financial and business matters (including those that relate to the Services and Ecosystem), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these T&Cs and any Accompanying Documents and to appreciate the risks and implications of purchasing Tokens;
- f) You understand the restrictions and risks associated with the creation of Tokens as set forth herein and in the Accompanying Documents, and acknowledge and assume all such risks;
- g) You have obtained sufficient information about the Tokens, the Services and the Ecosystem to make an informed decision to purchase Tokens;
- h) You understand that the Tokens confer only the right to provide and receive Services on the Ecosystem (and potentially contribute to the technical development of the Ecosystem), and confer no other rights of any form with respect to the Ecosystem or ZipCoin, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights, except as stated in these T&Cs;



- i) You are purchasing _____ of _____ ZIPCO solely for the purpose of receiving Services, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with ZipCoin and the Ecosystem. You are not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;
- j) Your purchase of Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with ZipCoin, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- k) You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of Tokens;
- l) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these T&Cs on such entity's behalf and that such entity will be responsible for breach of these T&Cs by you or any other employee or agent of such entity (references to "you" in these T&Cs refer to you and such entity, jointly);
- m) You are neither a citizen or permanent resident of the Peoples Republic of China, or resident of a country where American embargoes and sanctions are in force, namely Iran, North Korea, Syria, Crimea region.
- n) You are neither a U.S. citizen nor permanent resident of the United States, nor do you have a primary residence or domicile in the United States, including Puerto Rico, the U.S. Virgin Islands, and any other possession of the United States.
- o) You are not (i) a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens 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;
- p) You agree that the Tokens may not be resold to United States purchasers, other than as may be permitted pursuant to applicable exemptions under the U.S. Securities Act of 1933, as amended (the "Securities Act"), including pursuant to Regulation S and/or Regulation D promulgated thereunder. If you purchase Tokens in the ITS, you will be unable to resell the Tokens into the United States unless such resale is registered with the U.S. Securities and Exchange Commission or unless an applicable exemption under the Securities Act applies.



10 Limitation of Liability

To the fullest extent permitted by applicable law (i) in no event will ZipCoin 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 ZIPCO 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 ZipCoin 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 ZIPCO, exceed the amount you pay to us for ZIPCO.

The limitations set forth in these terms, in particular, in the previous paragraph will not limit or exclude the liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the company or its representatives, nor the liability for damage from breaches of fundamental contractual obligation, injury to life, body or health by intention or negligence of the company or its representatives.

11 Disclaimers and waivers IMPORTANT NOTICE

The ZIPCOs are not intended to constitute securities, financial instruments or any other form of capital investment product in any jurisdiction. These T&Cs and any Accompanying Documents do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or any other form of capital investment product or a solicitation for investment in securities or any other form of capital investment product in any jurisdiction.

These T&Cs and any Accompanying Documents do not constitute or form part of any opinion on any advice to sell, or any solicitation of any offer by the seller of the ZIPCO to purchase any ZIPCO nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or investment decision.

No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of the ZIPCO and no cryptocurrency or other form of ZIPCO is to be accepted on the basis of these T&Cs.

In the event of any inconsistencies between these T&Cs and the Whitepaper or any other Accompanying Documents, the former shall prevail.

You are not eligible to purchase any ZIPCO in the ITS if you are a citizen, resident (tax or otherwise) or green card holder of the United States of America, including Puerto Rico, the U.S. Virgin Islands, and any other possession of the United States, People's Republic of China or a citizen or resident a country where American embargoes and sanctions are in force, namely Iran, North Korea, Syria, Sudan, or Cuba or any other geographic area in which the purchase of ZIPCO is prohibited by applicable law, decree, regulation, treaty, or administrative act.

No regulatory authority has examined or approved of any of the information set out in these T&Cs. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and any Accompanying Documents do not imply that the applicable laws, regulatory requirements or rules have been complied with.



There are risks and uncertainties associated with ZipCoin and its respective businesses and operations, the ZIPCO, the ITS and the Services (each as referred to in these T&Cs and any Accompanying Documents). These T&Cs and any Accompanying Documents, any part thereof and any copy thereof must not be taken or transmitted to any country where distribution or dissemination of these T&Cs and any Accompanying Documents is prohibited or restricted.

11.1 No representations and warranties by ZipCoin

ZipCoin does not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in these T&Cs and any Accompanying Documents.

11.2 Cautionary note on forward-looking statements

All statements contained in these T&Cs and any Accompanying Documents, statements made in press releases or in any place accessible by the public and oral statements that may be made by ZipCoin or their respective directors, executive officers or employees acting on behalf of ZipCoin (as the case may be), that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding ZipCoin’s financial position, business strategies, plans and prospects and the future prospects of the industry which ZipCoin is in are forward-looking statements. These forwardlooking statements, including but not limited to statements as to ZipCoin’s revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in these T&Cs and any Accompanying Documents regarding ZipCoin are matters that are not historical facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of ZipCoin to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others: changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which ZipCoin conducts its businesses and operations; the risk that ZipCoin may be unable or execute or implement its business strategies and future plans; changes in interest rates and exchange rates of fiat currencies and cryptocurrencies; changes in the anticipated growth strategies and expected internal growth of ZipCoin; changes in the availability and fees of ZipCoin in connection with their respective businesses and operations; changes in the availability and salaries of employees who are required by ZipCoin to operate its businesses and operations; changes in preferences of customers of ZipCoin; changes in competitive conditions under which ZipCoin operate, and the ability of ZipCoin to compete under such conditions; changes in the future capital needs of ZipCoin and the availability of financing and capital to fund such needs; war or acts of international or domestic terrorism; occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of ZipCoin; other factors beyond the control of ZipCoin; and any risk and uncertainties associated with ZipCoin and its businesses and operations, the ZIPCO and the ITS (each as referred to in the T&Cs and any Accompanying Documents).

All forward-looking statements made by or attributable to ZipCoin or persons acting on behalf of ZipCoin are expressly qualified in their entirety by such factors. Given that risks and uncertainties



that may cause the actual or achievements of ZipCoin to be materially different from that expected, expressed or implied by the forward-looking statements in these T&Cs and any Accompanying Documents, undue reliance must not be placed on these statements. These forward- looking statements are applicable only as of the date of this Whitepaper.

Neither ZipCoin nor any other person represents warrants and/or undertakes that the actual future results, performance or achievements of ZipCoin will be as discussed in those forward-looking statements. The actual results, performance or achievements of ZipCoin may differ materially from those anticipated in these forward-looking statements. Nothing contained in these T&Cs and any Accompanying Documents is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of ZipCoin. Further, ZipCoin disclaims any responsibility to update any of those forward- looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

11.3 Market and industry information and no consent of other persons

These T&Cs and any Accompanying Documents includes market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information.

Save for ZipCoin and its respective directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in this Whitepaper and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates on the same.

While ZipCoin has taken reasonable actions to ensure that the information is extracted accurately and in its proper context, ZipCoin has not conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein.

Consequently, neither ZipCoin nor its respective directors, executive officers and employees acting on their behalf makes any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

11.4 Terms used

To facilitate a better understanding of the ZIPCOs being offered for purchase by ZipCoin, and the businesses and operations of ZipCoin, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in these T&Cs and any Accompanying Documents. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage. Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations.



11.5 No advice

No information in these T&Cs and any Accompanying Documents should be considered to be business, legal, and financial or tax advice regarding ZipCoin, the ZIPCO tokens, the ZipCoin Initial Token Sale and the ZipCoin Wallet (each as referred to in the T&Cs and any Accompanying Documents). You should consult your own legal, financial, tax or other professional adviser regarding ZipCoin and its respective businesses and operations, the ZIPCO tokens, the ZipCoin Initial Token Sale and the ZipCoin Wallet (each as referred to in the T&Cs and any Accompanying Documents). You should be aware that you may be required to bear the financial risk of any purchase of ZIPCO tokens for an indefinite period of time.

11.6 No further information or update

No person has been or is authorized to give any information or representation not contained in these T&Cs and any Accompanying Documents in connection with ZipCoin and its respective businesses and operations, the ZIPCOs as well as the ITS and, if given, such information or representation must not be relied upon as having been authorized by or on behalf of ZipCoin. The ITS shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of ZipCoin or in any statement of fact or information contained in these T&Cs and any Accompanying Documents since the date hereof.

11.7 Restrictions on distribution and dissemination

The distribution or dissemination of these T&Cs and any Accompanying Documents or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of these T&Cs and any Accompanying Documents or such part thereof (as the case may be) at your own expense and without liability to ZipCoin. Persons to whom a copy of these T&Cs and any Accompanying Documents has been distributed or disseminated, provided access to or who otherwise have the T&Cs and any Accompanying Documents in their possession shall not circulate it to any other persons, reproduce or other-wise distribute these T&Cs and any Accompanying Documents or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

11.8 No offer of securities or registration

These T&Cs and any Accompanying Documents do not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or any other form of investment product or a solicitation for investment in securities or any other form of investment product in any jurisdiction.

No person is bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of these T&Cs and any Accompanying Documents.

You are not eligible to purchase any ZIPCO in the ITS if you are a citizen, resident (tax or otherwise) or green card holder of the United States of America including Puerto Rico, the U.S.



Virgin Islands, and any other possession of the United States, People's Republic of China or a resident of a country where American embargoes and sanctions are in force, namely Iran, North Korea, or any other geographic area in which the purchase of ZIPCO is prohibited by applicable law, decree, regulation, treaty, or administrative act. No regulatory authority has examined or approved of any of the information set out in these T&Cs and any Accompanying Documents. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and any Accompanying Documents does not imply that the applicable laws, regulatory requirements or rules have been complied with.

11.9 Risks and uncertainties

Prospective purchasers of ZIPCO should carefully consider and evaluate all risks and uncertainties associated with ZipCoin and its respective businesses and operations, the ZIPCOs and the ITS, all information set out in these T&Cs and any Accompanying Documents and the T&Cs prior to any purchase of ZIPCO. If any of such risks and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of ZipCoin could be materially and adversely affected. In such cases, you may lose all or part of the value of the ZIPCO.

12 Dispute Resolution: Arbitration

12.1 Binding Arbitration

As far as you are not a consumer, all disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the state of Wyoming, USA without recourse to the ordinary courts of law. The number of arbitrators shall be three. The language of the arbitral proceedings is English.

12.2 No Class or Representative Arbitrations

Any Dispute arising out of or related to these T&Cs is personal to you and ZipCoin and will be resolved solely through individual arbitration and will not be brought as 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 Notice: Informal

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 ZipCoin shall be sent by e-mail to ZipCoin at admin@zipcx.io. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and ZipCoin cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party or the Parties do not observe the notification period, then either you or ZipCoin may, as appropriate and in accordance with this section, commence an arbitration proceeding.

Dispute Resolution

13 Changes to the Terms & Conditions

We may modify, change, supplement or update these T&Cs and any Accompanying Documents in our sole discretion at any time without advance notice. We suggest that you visit the Website regularly and subscribe to our newsletter to keep up to date with any changes. Your continued use of the Website and the ZIPCO will confirm your acceptance of these T&Cs and Accompanying Documents as modified, changed, supplemented or updated by us. If you do not agree to such revised T&Cs you must stop using this Website and any information, links or content contained on this Website and cease participating in the ITS.

14 Miscellaneous provisions

14.1 Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the state of Wyoming, USA ("Wyoming, USA"), without regard to conflict of law rules or principles (any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The courts of state of Wyoming, USA shall have the whole and exclusive jurisdiction.

14.2 Severability

If any term, clause or provision of these T&Cs is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these T&Cs and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs. In the case of a clause not being valid or in the case that a regulation has not been included therein, this gap shall be replaced by a valid clause that the Parties would have been agreed upon if they would have known the gap.

14.3 No waiver

The failure of ZipCoin to enforce any of the provisions of these T&Cs or any Accompanying Document or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of these T&Cs.

Annex 1: Risk Factors Risk of Losing Access to ZIPCOs Due to Loss of Private Key(s), Custodial Error or Stolen Keys



ZipCoin provides users a way to restore control of their account when keys are stolen. An account owner can use any owner key that was active in the last 30 days along with approval from their designated account recovery partner to reset the owner key on their account. The account recovery cannot reset control of the account without the help of the owner.

There is nothing for the hacker to gain by attempting to go through the recovery process because they already “control” the account. Furthermore, if they did go through the process, the recovery partner would likely demand identification and multi-factor authentication (phone and email). This would likely compromise the hacker or gain the hacker nothing in the process.

This process is also very different from a simple multi signature arrangement. With a multisignature transaction, another entity is made a party to every transaction that is executed. By contrast, with the recovery process the recovery partner is only a party to the recovery process and has no power over the day-to-day transactions.

Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, smurfing and spoofing. Furthermore, because the Ecosystem is based on open-source software, there is a risk that a third party or a member of the ZipCoin team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and the Tokens, including the utility of the Tokens for obtaining Services.

Risk of Theft

ZipCoin will make every effort to ensure that the cryptocurrency funds received from the ITS will be securely held in the Escrow Wallet as described in the Whitepaper. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the Website, in the smart contracts on which the Escrow Wallet and the ITS rely, on the EOS or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event, even if the ITS is completed, ZipCoin may not be able to receive the cryptocurrencies raised and may not be able to utilize such funds for the development of the Ecosystem. As such, distributed ZIPCO may hold little worth or value, and this would impact its trading price.

Risks Associated with Markets for Tokens

The Tokens are intended to be used solely within the Ecosystem and ZipCoin will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to any Tokens you own. Even if secondary trading of Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

Risk of Future Sales or Issuance of ZIPCO

Future sales or issuance of ZIPCO could materially and adversely affect the market price of ZIPCO. Any future sale or issuance of ZIPCO would increase the supply of ZIPCO in the market



and this may result in a downward price pressure on ZIPCO. The sale or distribution of a significant number of ZIPCO outside of the ITS (including but not limited to the sales of ZIPCO undertaken after the ITS, issuance of ZIPCO to persons other than Participants for purposes of community initiatives, business development, education and market expansion and issuance of ZIPCO as a reward to users of the Ecosystem), or the perception that such further sales or issuance may occur, could adversely affect the trading price of the Tokens.

Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by ZipCoin, to offer recourse to you.

Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Ecosystem and the Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Ecosystem and the Tokens. Regulatory actions could negatively impact the Ecosystem and the Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the Tokens constitutes unlawful activity or that the Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. ZipCoin may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Risks Arising from Taxation

The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

Risk of Competing Ecosystems

It is possible that alternative Ecosystems could be established that utilize similar protocols underlying the Ecosystem and attempt to facilitate services that are materially similar to the Services. The Ecosystem may compete with these alternatives, which could negatively impact the Ecosystem and Tokens, including the utility of the Tokens for obtaining Services.

Risk of Insufficient Interest in the Ecosystem

It is possible that the Ecosystem will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed Ecosystems (such as the Ecosystem) more generally. Such a lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the Tokens, including the utility of the Tokens for obtaining Services.

Risks Associated with the Development and Maintenance of the Ecosystem The Ecosystem is still under development and may undergo significant changes over time. Although we intend for



the Tokens and Ecosystem
the Whitepaper and intend

to function as described in
to take commercially

reasonable steps toward those ends, we may have to make changes to any timelines announced in the Whitepaper, on the Website or any other official channel of ZipCoin, or the specifications of the Tokens or Ecosystem for any number of legitimate reasons. This could create the risk that the Tokens or Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase.

Risk of an Unfavorable Fluctuation of ETH and BTC

If the value of ETH fluctuates unfavorably during or after the ITS and despite our effort to hedge the proceeds of the ITS, we may not be able to fund development, or may not be able to develop or maintain the Ecosystem in the manner that is intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of ETH; or significant security incidents or market irregularities at one or more of the major cryptocurrency exchanges.

Risk of Dissolution of ZipCoin or the Ecosystem

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH, BTC (or other cryptographic and fiat currencies), decrease in the Tokens' utility (including their utility for obtaining Services), the failure of commercial relationships, intellectual property ownership challenges, insolvency, or the liquidation of ZipCoin, the Ecosystem may no longer be viable to operate. The Participants may lose parts or their entire ZIPCO purchasing price.

Risks Arising from Lack of Governance Rights

Because Tokens confer no governance rights of any kind with respect to the Ecosystem or ZipCoin, all decisions involving ZipCoin's products or services within the Ecosystem or ZipCoin itself will be made by ZipCoin at its sole discretion, including, but not limited to, decisions to discontinue its products or services, to create and sell more Tokens for use on the Ecosystem, or to sell or liquidate ZipCoin. These decisions could adversely affect the Ecosystem and the utility of any Tokens you own, including their utility for obtaining Services.

Risks Associated with business partners

Especially at the start, ZipCoin relies on business partners to provide certain Services, especially for Services that require licenses as financial service institutions. While we have legally-binding agreements with business partners and are already in talks with further potential partners, we cannot guarantee that business partners won't terminate their cooperation for whatever reason or that we can close new agreements with potential partners. The provision of certain Services might therefore be interrupted, delayed or cannot be offered at all.

Risks Associated with Markets for ZIPCO

ZIPCOs are intended to be used solely on the Ecosystem, and ZipCoin will not support or otherwise facilitate any secondary trading or external valuation of ZIPCO. This restricts the contemplated avenues for using ZIPCO to obtain Services or access the Ecosystem, and could therefore create illiquidity risk with respect to ZIPCO you hold. Even if secondary trading of ZIPCO is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to market-related risks. Furthermore, to the extent that third-parties do ascribe an external exchange value to ZIPCO (e.g., as



denominated in a digital or
may be extremely volatile

fiat currency), such value
and diminish to zero.

Risks of Data Centre Facilities of Third Parties

ZipCoin's infrastructure is established through servers that it rents at data centre facilities of third parties. If ZipCoin is unable to renew its data facility lease under commercially reasonable terms or at all, ZipCoin may be required to transfer its servers to a new data centre facility, and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third party action, employee error, malfeasance or otherwise and a third party may obtain unauthorized access to the data in such servers. As techniques used to obtain unauthorized access to, or to sabotage systems change frequently and generally are not recognized until launched against a target, ZipCoin and the providers of such facilities may be unable to anticipate these techniques or to implement adequate preventive measures. Any such security breaches or damages which occur which impact upon ZipCoin's infrastructure network and/or the Ecosystem may adversely impact the price of ZIPCO.

Risks of Economic Conditions

ZipCoin has been and could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on ZipCoin's business, operations and financial condition, including decreases in revenue and operating cash flows. Additionally, in a down-cycle economic environment, ZipCoin may experience the negative effects of increased competitive pricing pressure and a slowdown in commerce and usage of the Ecosystem. Suppliers on which ZipCoin relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on ZipCoin's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant adverse impact on ZipCoin's business, financial condition and results of operations and hence the Ecosystem, which would correspondingly impact the trading price of ZIPCO.

Unanticipated Risks

Cryptographic tokens such as ZIPCOs are a new and untested technology. In addition to the risks included in this Annex there are other risks associated with your purchase, possession, and use of the Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex.