

## TERMS & CONDITIONS (PURCHASE)

1. Top 100 Exchanger Limited (the "Developer") is a private limited company incorporated in England with company number [CRN: 111555776]. The Developer is conducting a Coin Sale for the pre-purchase of its TP Coin, of which the Purchaser is interested to acquire via their current online account at <https://ico.top100exchange.co.uk>
2. Top 100 Exchange account: The Purchaser has access to a personal online account that can be accessed from <https://ico.top100exchange.co.uk>. The Purchaser can view all details pertaining to their transactions from within this online account.
3. Max supply amount of coins are 300 Million TP coins on our very own block chain. 20% of the supplies will be used for PoS mining out. TP Coins can be used for purchasing with selected cryptos.
4. TP Coins are designed to be used in the Top 100 Exchange App or website, and in connection with the platform services and features. Thus TP Coin are 'digital goods' in nature and are not intended to have any applicable use outside the scope of the application or the Developer's future products and services. TP COIN are not securities and do not carry with them any rights as may be commonly associated with securities.
5. Due to the decentralized and immutable nature of blockchain Coins, the Developer will register and list TP COIN on licensed cryptocurrency exchanges to ensure the general public will have access to TP COIN and hence the products & services of the Top 100 Exchange platform.
6. The Developer has no control over the date of TP COIN being available on cryptocurrency exchanges, nor does it have control or influence over the designated price of the Coin as will be determined by market conditions. The Developer will use its best endeavor to ensure TP COIN is available on cryptocurrency exchanges after the Coin Sale event is concluded.
7. The Purchaser verified in this online account at <https://ico.top100exchange.co.uk> has expressed interest in acquiring or exchanging with other cryptocurrencies for an indicated amount of TP COIN. The Purchaser is not a consumer in the relevant sense of consumer protection laws or regulations.
8. Sales & Purchase scope:
  - Sale: The Developer, subject to Terms & Conditions as set out herein, and any further addendum Agreements, and in reliance on the representations and warranties of the Purchaser as set out herein, agrees to sell and transfer the stipulated amount of TP COIN, as will be shown during the Purchase screen.
  - Purchase: The Purchaser, subject to herewith Terms & Conditions, and any further addendum agreements, and in reliance on the representations and warranties of the Developer as set out herein, agrees to purchase the stipulated amount of TP COIN, for the agreed amount and price, as will be shown in the Purchase screen.
  - The Developer is using CoinGate (<https://coingate.com>) as a payment processor, and the Purchaser is additionally required to accept their Terms and Conditions of Purchase to affect the purchase.
  - Exchange Rate: The price for the purchase of TP COIN shall be based in USD as a reference. Should the total price be paid in another supported currency or cryptocurrency, the payment or transfer will be calculated based on the exchange rate from <https://coingate.com> and <https://shapeshift.io> at time of payment or transfer.
9. The Purchase/Exchange Process includes:
  - A. Acceptance of Terms & Conditions Upon Using the Purchase Button: The parties shall consider the Acceptance a binding offer, the Developer, to sell; and the Purchaser, to acquire the amount of TP COIN for the total price. The parties agree that the use of the Purchase button affixed next to these Terms & Conditions constitutes acceptance as such.
  - B. KYC Due Diligence: The Developer may conduct a Know Your Customer Due Diligence on the Purchaser. To this end, the Purchaser is required to provide profile information, and to provide a valid identification document. The Purchaser confirms any information provided is accurate. The Purchaser must keep the Developer updated if any of the information provided changes. The Purchaser authorizes the Developer to make inquiries, whether directly or through third parties, that the Developer consider necessary to verify the Purchaser identity or protect the Purchaser and the Developer against fraud or other financial crime, and to take action that the Developer reasonably deem necessary based on the results of such inquiries. When the Developer carries out these inquiries, the Purchaser acknowledge and agree that the Purchaser's personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to the Developer inquiries in full. This is an identity check only and should have no adverse effect on the Purchaser credit rating.
  - C. Payment or Exchange Transfer: Upon prompt and being provided receiving account/address information from the Developer, the Purchaser shall transfer the indicated amount required as furnished in the prompt to affect the Purchase.
  - D. Upon Receipt of funds from the payment gateway, the Developer shall proceed to release the requisite amount of TP COIN to the Purchaser's wallet address.
10. Delivery: Delivery of TP COIN to the Purchaser shall take place with due haste, within 24-48 hours from receipt of funds from the payment processor, however the Developer reserves the rights to prolong the delivery of the TP COIN up to seven (7) days. The Developer shall make the delivery of TP COIN to the designated receiving Ethereum address of the Purchaser as indicated in the Purchaser's User Profile.
11. Coin Transfer Lock: The TP COIN purchased during the Coin Sale cannot be further transferred until the conclusion of the Coin Sale. The Purchaser agrees that no sale or exchange shall be conducted on the received TP COIN until the Coin Sale has elapsed.
12. No Refund/No Cancellation: Upon transfer of the total agreed amount for the Purchase to the Developer's payment processor receiving address, the Purchase is deemed concluded and cannot be cancelled, nor any request for refund will be entertained.
13. Incorrect Receiving Address: The Purchaser is responsible for providing a correct Ethereum wallet address in their Profile for receiving TP COIN. The Developer shall NOT be responsible for non-receipt of TP COIN due to a wrong or mistyped receiving wallet address.
14. Overpayment Refunds: The Developer will refund the balance of overpaid amounts; however, the Developer is not obligated to and refund transactions will be performed and occur at the convenience of the Developer's administrative staff.

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### 15. Representations & Warranties

Representation by the Purchaser: The Purchaser makes the following representations and warranties to the Developer upon signing this Agreement.

- The Purchaser is above 18 years old in calendar days.
- The Purchaser is not a consumer in the sense of any Consumer Rights directive or legality.
- The Purchaser is purchasing TP COIN of their own accord and accountability.
- The Purchaser will be responsible for their Ethereum wallet security and that they will own the Private Key and access to the Ethereum wallet delivery address the TP COIN will be delivered to.
- The entry into this Purchase and performance by the Purchaser does not and will not conflict with any law or regulation, and/or constitutional document (if applicable).
- The Purchaser has the power to enter in, perform and deliver, and has taken all necessary action to authorize their entry into the transaction contemplated.
- The Purchaser is fully aware that the risk of loss in trading or holding Digital Currencies can be substantial. The Purchaser has carefully considered to purchase TP COIN and is suitable for the Purchaser in light of the Purchaser's financial condition.

Representation by the Developer: The Developer makes the following representations and warranties to the Purchaser upon conduct of Purchase:

The online access via <https://ico.top100exchange.co.uk> contains information regarding the Purchaser's TP COIN transactions and holdings. The Developer attests that all information within the online access correctly reflects the Purchaser's TP COIN transactions and holdings.

### 16. Miscellaneous

- A. *Transferability.* The Developer may assign any and all of its rights and obligations in this Terms & Conditions to any other group company that is under its control and/or part of the Top 100 Exchanger development. The Purchaser, without prior written consent by the Developer assign or otherwise dispose of any rights or obligations under this Agreement to any third party.
- B. *Communication.* Any communication to the Developer will be effective only when actually received by the Developer via proper established channels such as email or private messaging to the Developers support representatives. Any communication given under or in connection with this Terms & Conditions must be in the language this Terms & Conditions is written in, i.e. English.