

Terms and Conditions

The Terms and Conditions (the “**T&C**”) apply to the buyer of the P2PS token (“**P2PS**”) and future user of the P2PS platform. You should carefully read the T&C, as well as the white paper of the P2PS project before participating in the crowdsale.

Applicability

1. The following T&C constitute the agreement (the “**Agreement**”) between **P2P Solutions Foundation** (hereinafter “**P2PSF**” or the “**Foundation**”), and you (the “**User**”) with respect to the purchase of the **P2PS** Token and the future services offered through the **P2PS** platform. By using our services, you are agreeing to be bound by the T&C in its latest version. You are aware that **P2PSF** may change this T&C at any time. Your continued use of the **P2PS** Platform means that you accept any new or modified terms.

Services

2. **P2PS** is a Blockchain based peer-to-peer gateway to various transactions on the decentralized, secure and interference free, Peer-to-Peer Communication System platforms used in Government & Defense, Digital Education & Delivery, Medical & Pharma, Banking & Finance, and other corporate sectors. The P2PS platform creates a synergized ecosystem that brings clients and end users together.

Largely due to technology-based solutions and smart-contracts, **P2PS** platform allows its users to replicate their payments activity of a chosen Model directly into their segregated account at **P2PS**.

3. The **P2PS** platform requires the use of **P2PS** Token in order to follow one or several payment Models, provided by the asset managers on the platform. For use of the platform, end users will pay 2% entry commission charged every time user acquires a license in the platform, in order to start using the decentralized peer-to-peer system that is being currently leveraged by government and defense, digital education and delivery, medical and pharma, banking and finance, and other corporate sectors.

The P2PS Token (P2PS)

4. **P2PS** Token is a utility token and its purpose is to facilitate services (license fee payments, etc.) on the **P2PS** platform. Through the token sale, the future user acquires the future rights to use the **P2PS** platform.

The **P2PS** crypto-token is designed to be used by members within the **P2PS** platform. It primarily assists in transactions on the decentralized, secure and interference free, Peer-to-Peer Communication System platforms used in Government & Defense, Digital Education & Delivery, Medical & Pharma, Banking & Finance, and other corporate sectors. Since **P2PS** token is an ERC20 crypto-token and smart contract system built

on the Ethereum blockchain it is easily transferable between users and platforms using ERC20-compatible wallets and is smoothly integrated into exchanges.

5. **P2PS** does not have the legal qualification as a security. **P2PS** is final and nonrefundable. **P2PS** is not a share and does not give any right to participate in the general meetings of **P2PS**. **P2PS** will not have a particular usage outside the **P2PS** platform. The purchase of **P2PS** shall therefore not be done for speculative usage.

6. **P2PS** can be purchased during the crowdsale directly from the Foundation or after the crowd sale at the Foundation or exchanger.

7. Any future User purchasing **P2PS** expressly acknowledges and represents that he/she has carefully reviewed the T&C and fully understands the risks, costs and benefits associated with the purchase of this token as indicated in the T&C.

Knowledge required

8. A future User undertaking to purchase **P2PS** in relation to the token sale should ensure that he/she understands and has significant experience of cryptocurrencies, blockchain systems and services, and that he/she fully understands the risks associated with the token sale as well as the mechanism related to the use of cryptocurrencies (including but not limited to storage).

9. **P2PSF** shall not be responsible for any loss of **P2PS** or situations making it impossible to access to **P2PS**, which may result in any actions or omissions of the future user or any person undertaking to acquire **P2PS**.

Risks

10. Acquiring **P2PS** involves various risks, in particular that **P2PS** may not be able to launch its operations and develop its platform. Therefore, and prior to acquiring **P2PS**, any future user should carefully consider the risks, costs, and benefits of acquiring **P2PS** within the crowdsale; and if necessary, obtain independent advice in this regard. Any interested person who is neither in the position to accept nor to understand the risks associated with the crowdsale (including but not limited to the risks related to the non- development of **P2PS** platform and operations) or any other risks as indicated in the T&C, should not acquire **P2PS**, at this stage or later.

Self-Acquisition

11. **Foundation** is allowed to acquire **P2PS** from the market at market price as value disbursement method. The acquisition must be authorized by the Foundation Council, under the condition that no conflict of interest is identified. Through acquisition of **P2PS**, the **Foundation** is not allowed to perform operations such as manipulation of **P2PS** market.

Important Disclaimer

12. The T&C shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include nor contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. **P2PS** is a utility token and is not intended to be used as an investment.

13. The **Foundation** will be an operative entity managing a platform and **P2PS** is only a utility token. Therefore, the Foundation is not a financial intermediary and is not required to obtain any authorization for anti-money laundering purposes.

14. Acquiring **P2PS** shall neither grant any right nor influence over **P2PS**'s organization and governance to the purchasers.

15. Employees of the Foundation are not allowed to operate with **P2PS** at market price if they are in knowledge of information that may modify the price of the token.

16. Regulatory authorities are carefully scrutinizing businesses and operations associated with cryptocurrencies on a global level. In respect to that, regulatory measures, investigations or actions may impact **P2PS**'s business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire **P2PS** must be aware that the **P2PS** business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, participants and any person undertaking to acquire **P2PS** acknowledges and understands that neither **P2PS** nor any of its affiliates shall be held liable for any direct or indirect losses or damages caused by any such changes.

17. The **Foundation** will do its best to launch its operations and develop the **P2PS** platform in a reasonable time frame as indicated in the timeline/road map. Any person undertaking to acquire **P2PS** acknowledges and understands that **P2PS** does not provide any guarantee that it will manage to establish an operative platform and therefore it cannot guarantee that the **P2PS** can be used for social trading on the platform. Therefore they acknowledge and understand that **P2PS** (including but not limited to its bodies and employees) neither assumes any liability nor responsibility for any loss or damage that would result from or relate to the incapacity to use **P2PS**, except in the case of intentional misconduct or gross negligence.

Representation and Warranties

18. By participating in the crowdsale, the User agrees to the T&C and in particular, they represent and warrant that they:

- a) are authorized and have full power to purchase **P2PS** according to the laws that apply in their jurisdiction of domicile;

- b) live in a jurisdiction which allows the **Foundation** to sell the **P2PS** tokens through a crowdsale without requiring any local authorization;
- c) are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
- d) are not a U.S. citizen, resident or entity (a “U.S. Person”) nor are they purchasing **P2PS** Tokens or signing on behalf of a U.S. Person. Are not acting for the purpose of speculative investment; will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- e) are solely responsible for determining whether the acquisition of **P2PS** is appropriate for them; are acquiring **P2PS** for future use of the **P2PS** platform; understand the risks associated with the crowdsale (including but not limited to the risks related to the non-development of **P2PS** platform and operations); and
- f) understand the use of cryptocurrencies and the associated risks.

Intellectual Property Rights

19. To the extent that copyright or other intellectual property rights exist in the **P2PS** platform, such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to the Foundation.

Limitation of Liability

20. The **Foundation**, as well as Foundation Council, officers, council members, directors, agents, joint ventures, employees and suppliers, assumes no liability or responsibility for any loss arising out of or related to the use of the **P2PS** platform or any technical, interruption or malfunction of the platform.

21. The limitation of liability set out above shall not be applicable in the event that **P2PSF**, or a **P2PSF** employee, has caused the damage by intentional misconduct or by gross negligence.

Severability

22. If any of the provisions of the T&C or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.