

# KEYRPTO - TOKEN SALE

(This document should be read in conjunction with the WhitePaper)

## LEGAL AND TOKEN SALE TERMS

These terms and conditions (hereinafter the “Terms”) describe information applicable to the use of the Keyrpto website and its ICO, which is owned and operated by Keyrpto. By using the Website or its related services, including Token sale process (ICO), you expressly agree to be bound by all of the terms and conditions set forth.

In accepting this agreement, you acknowledge that you have read this agreement, understand it, and had an opportunity to seek independent legal advice prior to agreeing to it. You also warrant that you are at least 18 years old and have full capacity to contract under applicable law; only transacting on Keyrpto with legally-obtained funds that belong to you; not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of finshi capital; and, comporting with and obeying all applicable laws.

At any point, if you do not agree to any portion of the current Terms, you should not proceed to use the Website or participate in the Token sale.

### PRINCIPLES

By transferring Ether (ETH) to the Smart Contract System and the Smart Contract System creating KYT Tokens (“KYT Tokens”), the User understands and accepts that the User makes a contribution into a Smart Contract System for the development of the Keyrpto Project (“Contribution”), as further described in the Keyrpto Project Whitepaper (“Keyrpto Project” / “the Whitepaper”). For the Whitepaper and/or further information on the Keyrpto Project, visit: [www.Keyrpto.com](http://www.Keyrpto.com). The information contained in the Whitepaper and on the website are of descriptive nature only, are not binding and do – unless explicitly referred to herein – not form part of the Terms. The User understands and accepts that while the individuals and entities, including Keyrpto Inc, assigned to this task will make reasonable efforts to develop and complete the Keyrpto Project, it is possible that such development may fail and User’s KYT become useless and/valueless due to technical, commercial, regulatory or any other reasons.

The User is also aware of the risk that even if all or parts of the Keyrpto Project are successfully developed and released in full or in parts, due to a lack of public interest, the Keyrpto Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that the transfer of ETH to the Smart Contract System and the creation of KYT by the Smart Contract System carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created KYT if any, and attributed features of the Keyrpto Project).

By transferring ETH to the Smart Contract System, the User expressly agrees to all of the terms and conditions set forth in this document. The User further confirms to have carefully reviewed the Smart Contract System Code, its functions and the terms and conditions set forth in this document and to fully understand the risks and costs of creating KYT and contributing into a Smart Contract System for the development of the Keyrpto Project.

This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Smart Contract System. By transferring ETH to the Smart Contract System and/or receiving KYT, no form of partnership, joint venture or any similar relationship between the Users and Keyrpto and/or other individuals or entities involved with the deployment of the Smart Contract System and the

setting up of the Keyrpto Project is created.

The User understands and accepts that the development and execution of the Keyrpto Project will be assigned to a third party contractor, Keyrpto Inc, by releasing the amount of contributed ETH by the Smart Contract System to the wallet of Keyrpto Inc. Keyrpto Inc has the right to engage subcontractors to perform the entire or partial development and execution of the Keyrpto Project. The scope of the development work will be triggered by the amount of Contributions received during the Creation Period.

The User understands and accepts that for the purpose of the development and execution of the Keyrpto Project, Keyrpto receives the full amount of ETH transferred to the Smart Contract System during the Creation Period. This amount covers expenses, charges and other costs that may arise by Keyrpto and/or its subcontractors as part of the development and execution of the Keyrpto Project. It remains at Keyrpto Inc's sole discretion to decide how to allocate the funds in order to develop and execute the Keyrpto Project.

The User understands and accepts that the User may not have any expectation of influence over governance on the Keyrpto Project.

The User understands and accepts that the Keyrpto Project will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release. User understands and accepts that as part of the development, an upgrade of the KYT may be required (hard-fork of KYT) and that, if User decides not to participate in such upgrade, he may no longer use his KYT and that non upgraded KYT may lose their functionality in full.

## **REPRESENTATION AND WARRANTIES OF USER**

By transferring ETH to the Smart Contract System and creating KYT Tokens, the User represents and warrants that:

- the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of KYT and/or the Keyrpto Project in general;
- the User is NOT a U.S. citizen, resident or entity (each a "U.S. Person") nor is the User purchasing KYT Tokens or signing on behalf of a U.S. Person.
- the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- the User carefully read and has a deep understanding of the concepts presented in the Keyrpto whitepaper
- the User understands and accepts that there is no warranty or assurance that the network of miners will allocate the KYT to the Users as proposed by these Terms.
- the User has carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain at the addresses set forth under para 17 and fully understands and accepts the functions implemented therein;
- the User is legally permitted to transfer ETH to the Smart Contract System, create and obtain KYT in the User's jurisdiction;
- User will contribute ETH from a wallet or wallet service provider that technically supports the KYT. User understands and accepts, that failure to assure this may have the result that User will not gain access to his KYT;
- the User is legally permitted to receive software and contributing to the Smart Contract System for the development of the Keyrpto Project;
- the User is of a sufficient age to legally create and obtain KYT;
- the User understands KYT Tokens may have no value;

## **KYT TOKENS**

The KYT Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the Keyrpto Platform. Company does not guarantee and is not representing in any way to Buyer that the KYT Tokens have any rights, uses, purpose, attributes, functionalities or features.

No Purpose. As mentioned above, the KYT Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. Although KYT Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, or any other kind of financial instrument.

Company's Use of Proceeds. Buyer acknowledges and understands that the proceeds from the sale of the KYT Tokens will be utilized by Company in its sole discretion.

Not a purchase of Keyrpto Platform Tokens KYT Tokens purchased under this Agreement are not tokens on the Keyrpto Platform. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Company that Buyer will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including, without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

Not a Claim, Loan or Ownership Interest. The purchase of KYT Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

Not an Offering of Securities, Commodities, or Swaps. The sale of KYT Tokens and the KYT Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of KYT Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

Not an Investment. Buyer should not participate in the KYT Token Distribution or purchase KYT Tokens for investment purposes. KYT Tokens are not designed for for investment purposes and should not be considered as a type of investment.

No Ownership, Revenue or Governance Rights. In particular, User understands and accepts that KYT do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the Keyrpto Project and/or Keyrpto.

## **KEYRPTO PLATFORM LAUNCH DATE**

Company may provide guidance on the expected launch date of the Keyrpto token (KYT) but due to the uncertain nature of platform development and pioneering aspects of the Keyrpto platform, the actual launch date may differ from Company's expectations or announcements.

## **NON-REFUNDABLE**

The User understands and accepts that all Contributions for KYT are final and may not be reversed. Contributions are non-refundable. By contributing for KYT, the User acknowledges that he has no right to request a refund for any reason, and that the User will not receive money or other compensation for any KYT that is not used or remains unused.

## **NO WARRANTY**

Company does not warrant that Your purchase will be suitable for Your purposes (or any purpose) and is offered to You without any warranty whatsoever, on an “as-is” basis. Company shall not be liable for any losses, damages, claims, economic damages, or any other money amounts related to Your purchase, to the maximum extent permitted by law, in tort, contract, negligence or any other theory of law.

## **DISCLAIMER OF RISK**

You agree not to hold Company responsible for issues related to the Ethereum blockchain, KYT, Keyrpto Platform, or any other related components, including failure to complete any aspect of the project in line with forward-looking technical plans or technical limitations of the project that reduces or completely eliminates the utility of KYT to You.

Keyrpto Platform. Buyer should not purchase KYT Tokens in reliance on the Keyrpto Platform because KYT Tokens do not entitle Buyer to anything with respect to the Keyrpto Platform.

Project Completion. The development of the Keyrpto Platform may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

## **COMPLIANCE WITH LOCAL LAW**

There may be laws that apply to Your Pre-Order in Your jurisdiction. You shall be solely responsible for compliance with local law and shall indemnify Company against any liability (including the costs of defending against claimed liability) incurred as a result of Your non-compliance.

Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of KYT Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer’s compliance with Buyer’s tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase KYT Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the KYT Tokens to finance, engage in, or otherwise support any unlawful activities.

All investors must read carefully and accept these conditions and all the risks!