

Terms & Conditions

PLEASE READ THE GENERAL TERMS AND CONDITIONS CAREFULLY AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE OR BUY LION TOKENS.

SECTION 1. General Acceptance of Terms

1.1. These General Terms & Conditions (hereinafter referred to as the “Terms”), including any and all Accompanying Documents, constitute a legally binding agreement between the Owner and any and all Users.

1.2. Each User must carefully read and comply with these Terms.

1.3. The User understands and acknowledges that by its use of the Website and/or by its purchase of LION Tokens the User agrees it has fully read, understands, and irrevocably accepts these Terms. If any User does not agree with these Terms in general or any part of them, such User should withhold from using the Website and/or purchasing LION Tokens.

SECTION 2. Definitions

The following definitions used throughout the Terms have the following meaning:

Accompanying Documents – other LION Tokens Sale documents accompanying and detailing these Terms, including, but not limited to Whitepaper, Token Sale Policy, and Privacy Policy. In the case of a discrepancy between Accompanying Documents and the Terms, the latter shall apply.

Account – a User’s account on coinlion.io, which is created and used to operate inside the CoinLion Platform. A User gains access to an Account upon the Owner’s receipt of all requested information and Owner’s verification of the same. Only authorized Users have a right to operate inside the CoinLion Platform.

Affiliates – any persons or entities that have any relation to the Owner, including, but not limited to partners, employees, agents, and contractors of the Owner.

Agreement – these Terms and any other rules, policies, or procedures that may be issued by the Owner and published from time to time on the Website (including the Accompanying Documents).

CoinLion Platform – a social, cryptocurrency platform, designated for the global trade of cryptocurrencies, the creation and exposure of cryptocurrency portfolios, and the exchange of ideas and research among users. Development and launch of the CoinLion Platform is the initial and main purpose of the LION Token Sale.

Cryptocurrency – digital currency, e.g. Bitcoin (BTC) or Ethereum (ETH)

Ethereum Smart Contract – digital computer protocol intended to facilitate, verify, and enforce the negotiation and purchase of LION Tokens by a User.

LION Token – cryptographic tokens, which are software digital products, created by the Owner as proof of a limited right to use the CoinLion Platform, if it is successfully produced and launched in accordance with the terms set out herein. The mentioned LION Tokens are not securities, are not registered with any government entity as a security, and shall not in any case be considered as such. LION Tokens, except for use within the CoinLion Platform are not intended to be a commodity or any other kind of financial instrument, do not represent any share, stake, or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right. You shall not participate in the Lion Token Sale with an expectation of profit on the basis of investment or speculation.

LION Token Sale – an offering of LION Tokens to eligible Users to purchase LION Tokens during a limited period of time, according to the respective phases (launches) and price as described on the Website and the Whitepaper.

Owner (also referred to as “Company”, “We”, “Us”, “CoinLion”) – a company organized under the laws of the State of South Dakota, United States of America, for the purpose of developing and implementing the CoinLion Platform. The Owner is not a financial entity, investment entity, partner, employer, agent, or adviser for any User.

User (also referred to as “You”) – any person who uses the Website (with or without prior registration and authorization), uses an Account, or purchases LION tokens. The Owner reserves the right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users to participate in the CoinLion Platform.

Website – the website maintained and owned by the Owner at www.coinlion.io and coinlion.com

Whitepaper – one of the official Accompanying Documents published by the Owner on the Website, describing technical and marketing details of the LION Token Sale, the idea and purpose of the CoinLion Platform, as well as respective pricing and token distribution periods.

SECTION 3. GENERAL PROVISIONS

3.1. Because of the nature of cryptography and the lack of guidance from governments across the world on how it will be regulated, we reserve the right to refuse a sale for LION Tokens to anyone for any reason.

3.2. These Terms are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

3.3. The User acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations, or supplements at any time without prior written notice, at the Owner’s sole discretion. The User’s continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User’s consent hereto and acceptance hereof. At any case, the date of the most recent amendments and alterations will be indicated at the bottom of these Terms.

3.4. The User acknowledges and accepts that the Owner reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason.

3.5. By using this Website and participating in the LION Token Sale each User covenants, represents, and warrants that:

- You are at least 18 years of age and are fully able and legally competent to use the Website and enter into this Agreement with the Owner and in doing so will not violate any other agreement to which You are a party;
- You have the necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies, and Blockchain-based systems, as well as full understanding of their framework, and are aware of all the merits, risks, and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrencies, and Blockchain-based systems, as well as know how to manage them, and agree You are solely responsible for any evaluations based on such knowledge;
- If You are a corporation, governmental organization, or other legal entity, You have the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization, or other legal entity and bind them to these terms; and
- You will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- You are not participating in the LION Token Sale or exchanging any cryptocurrency for LION for the purpose of speculative investment;
- You are not, or if a corporation You are not incorporated in, China, South Korea, or the State of New York.
- You are not a citizen or resident of a geographic area in which access to or use of the Website or participation in the LION Token Sale is prohibited by applicable law, decree, regulation, treaty, or administrative act;
- 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 Website or participating in the LION Token Sale, that You will immediately cease that activity.

3.6. A User shall not use the Website if the law of the country of User's residence is prohibited from using the Website. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use, or other transaction involving any amount of LION Tokens under the law of the User's country of origin shall not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

3.7. Before using the Website and/or purchasing any LION Tokens a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and LION Token Sale procedure. The mentioned Accompanying Documents shall be regarded as an inseparable part hereof and their terms of use shall be the same as of these Terms. By using the Website each and any User confirms that he/she has fully read and understood not only these Terms, but any Accompanying Documents and fully accepts their terms.

3.8. The pages of the Website may contain links to third-party websites and services. Such links are provided for Your convenience, but their presence does not mean that they are recommended

by the Owner. The Owner does not guarantee their safety and conformity with any User expectations. Furthermore, We are not responsible for maintaining any materials referenced from another site, and make no warranties for that site or respective service. The Website Owner assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods, or services available on or through any such third-party websites and resources.

SECTION 4. USER'S WEBSITE REGISTRATION AND USER'S ACCOUNT

4.1. For use of the CoinLion Platform, the Owner will register You (upon Your request), on the Website and create an individual Account with Your respective login and password. You warrant that any and all information provided for the purpose of Your Account creation is valid, current, complete and accurate. Registration data and other information about You is subject to the accompanying Privacy Policy available on the Website.

4.2. You hereby expressly consent that you are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the Owner of any unauthorized Account activity You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or We may suffer as a result of Your failure to do so.

4.3. You may deactivate Your registration with the Website at any time and for any reason by sending a request in the contact form on the Website. At Our sole and reasonable discretion without prior notice and without any liability or further obligation, We may terminate Your use of and registration with the Website at any time if You violate these Terms or any other Accompanying Documents of the Owner.

SECTION 5. INDEMNIFICATION

5.1. To the extent allowable by law, the User shall indemnify, defend, and hold the Owner and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred) incurred by any third party against the Owner arising out of the User's breach of any warranty, representation, or obligation hereunder.

5.2. You shall not have any claim of any nature whatsoever against Us for any failure by Us to carry out any of our obligations under these Terms as a result of causes beyond our control, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to LION Token Sales, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, an act of government including regulatory action imposed, any delay in securing any permit, consent, or approval required by Us, or any other authority or any other cause whatsoever beyond our absolute and direct control.

SECTION 6. NO WARRANTIES AND LIMITATION OF LIABILITY

6.1. Any and all purchases of LION Tokens are final and non-refundable. By purchasing the LION Token, the User acknowledges that neither the Owner nor any other of its affiliates are required to provide a refund for any reason, and that the User will not receive money or other compensation for any LION Token that is not used or remains unused for any reason.

6.2. This Website and the LION Tokens are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website and buying of any amount of LION Tokens and their use.

6.3. You hereby expressly agree that, to the maximum extent permitted by law, the Website Owner or its Affiliates do not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying the LION Tokens or their use by the User, regardless of the basis, upon which the liability is claimed.

6.4. You understand and agree that the Owner and any of its Affiliates shall not be held liable to and shall not accept any liability, obligation, or responsibility whatsoever for any change of the value of the LION Tokens. The Owner shall not provide to the User any refund possibility for the purchased LION Tokens. The User understands and expressly agrees that the Owner shall not guaranty in any way that the LION Tokens might be sold or transferred during or after the LION Token Sale.

6.5. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning use of this Website and use and buying of the LION Tokens, and that the Owner will not accept any liability for any of Your illegal or unauthorized use of this Website and use and buying of the LION Tokens. You agree to be solely responsible for any applicable taxes imposed on tokens purchased hereunder.

6.6. The Owner 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. Owner shall not be liable for uninterrupted availability of the Website at all times, in all countries or all geographic locations, or at any given time.

6.7. Acquisition of LION Tokens does not present an exchange of cryptocurrencies for any form of ordinary shares, and the holder of any LION Tokens, issued by the Owner is not entitled to any guaranteed form of dividend or other revenue right. Holders of LION Tokens are only entitled to a limited right of the use of the CoinLion Platform if it is successfully produced and launched in accordance with the terms set out herein.

SECTION 7. DISCLAIMERS

7.1. The Owner cannot and does not guarantee market liquidity for LION Tokens. By purchasing LION Tokens, You expressly acknowledge and represent that You fully understand that they may experience volatility in pricing and will not seek to hold the Owner liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of LION Tokens.

7.2. The purchase of LION Tokens carries with it a number of risks, e.g. malfunction of the Ethereum protocol and risk of hacks. Prior to purchasing LION Tokens, You should carefully consider the risks listed herein and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks are unacceptable to You, You should not purchase LION Tokens.

7.3. Should You proceed to purchase any LION Tokens and the product fails to be suitable for the special or particular purpose as intended by You, we will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective LION Tokens).

7.4. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, platforms, or the information, images, or audio contained or related to the Website. You use all of the mentioned at Your own risk.

7.5. It is possible there will be few Users of the CoinLion Platform and that there will be limited public interest in the mentioned project and dissemination of the CoinLion Platform. Such a lack of interest could impact the development of the CoinLion Platform and potential use of it. Therefore, the success of the mentioned project cannot be predicted.

7.6. The User recognizes that the CoinLion Platform is currently under development and may undergo significant changes before release. User acknowledges that any expectations regarding the form and functionality of the CoinLion Platform held by the User may not be met upon release of the mentioned project, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the CoinLion Platform.

7.7. The Owner and its respective development team do not support any unfair or fraudulent practices and confirm their intention to develop and launch the CoinLion Platform. However, due to the risks associated with cryptocurrency and the digital tokens market (including those described in this Section), the User understands and accepts that while the Coinlion development team will make reasonable efforts to complete the mentioned project, it is possible that an official completed version of the CoinLion Platform may not be released and there may never be an operational platform as described in the Whitepaper.

7.8. We will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses, or other code that has contaminating or destructive properties. By using the Website, You acknowledge and understand this risk and agree to not hold the Owner liable for viruses.

7.9. We are not responsible for the proper or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt.

7.10. Security measures have been implemented to ensure the safety and integrity of any of the services related to the LION Token Sale. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

7.11. The Owner is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if changes impact operations of the LION Token Sale or the CoinLion Platform. The Owner or any of its affiliated entities is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, fund management, or investment advice. This LION Token Sale is not a public offering of equity or debt.

7.12. This document or any other document, produced and signed by Us, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

7.13. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer, and shall not be construed as investment or financial product.

7.14. We do not warrant or guarantee that LION Tokens will be listed or made available for exchange for other cryptographic tokens or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and We do not give any warranties in regard to any exchange service providers. User acknowledges it may not be able, at a given time, to acquire or dispose of its LION Tokens due to potential lack of liquidity.

7.15. It is possible that even if the LION Token Sale threshold is met, the insufficient funds will not feasibly develop the CoinLion Platform, possibly causing the effect that Users may not be able to participate in in the CoinLion Platform. By holding LION Token, the User acknowledges that he/she understands that while every effort will be made to develop and launch the CoinLion Platform, it is possible that it will never be realized due to the aforementioned reasons.

SECTION 8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Owner has valid, unrestricted, and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the LION Tokens and its activities generally.

8.2. In no way shall these Terms entitle any User for any intellectual property of the Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, computer code, design, structure, selection, coordination, expression, and other content connected to the Website. Arrangement of such content is owned by the Owner and is protected by national and international intellectual property laws.

8.3. There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the Owner.

8.4. If any intellectual property registration of the Owner, documentary submission, or other action is required from the User, the User must provide the Owner with the respective assistance.

SECTION 9. APPLICABLE LAW AND DISPUTE RESOLUTION

9.1. All questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota, United States of America.

9.2. To resolve any dispute, controversy, or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

9.3. If the negotiations do not resolve the dispute, controversy, or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit the respective claim to the binding arbitration in accordance with the American Arbitration Association rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings 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 the Owner (a) waive Your and Owner's respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and (b) waive your and Owner's respective rights to a jury trial. The substantive law shall be South Dakota Law (including all other operating rules, policies, and procedures that may be issued by the Website Owner and published from time to time on the Website), without regard to conflict of law rules or principles (whether of the State of South Dakota or any other jurisdiction). The language of the arbitration shall be English.

SECTION 10. MISCELLANEOUS

10.1. Termination and Suspension. Notwithstanding anything contained herein, We reserve the right, without notice and at our sole discretion, to terminate these Terms or suspend Your right to access the Website, including (but not limited to) in case of your breach of these Terms or if the Website Owner believes you have committed fraud, negligence, or other misconduct. You may terminate these Terms without notice by discontinuing use of the Website. All rights granted to You under these Terms will immediately be revoked upon our termination of these Terms or Our suspension of Your access to the Website. In the event of any Force Majeure Event (as defined in "Miscellaneous" Section), breach of this agreement, or any other event that would make it commercially unreasonable for the CoinLion Platform to operate, we may, in our discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of our services/Website. We may terminate Your access to the Website in our sole discretion, immediately, and without prior notice, and delete or deactivate Your Account and all related information and files in such Account without liability to You. In the event of termination, the Owner will attempt to return any funds stored in your Account not otherwise owed to the CoinLion Platform, unless the Owner believes You have committed fraud, negligence, or other misconduct.

10.2. Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a

subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

10.3. Assignment. The Owner may, at its sole discretion, assign any of its rights and/or delegate its duties under this Agreement (including, but not limited to, any and all intellectual property rights for all the intellectual property rights objects created during or referring to the LION Token Sale, as well as the CoinLion Platform itself) to any third party at any time. You may not assign Your rights or delegate Your duties as User and LION Token purchaser, and any assignment or delegation without the previous written consent of the Owner shall be null and void.

10.4. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant, or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

10.5. Communication and notices. Any communication concerning the Terms' execution or violation should be conducted only via email of the User and through the Owner's contact form on the Website. The User's official email for communication shall be deemed the email specified by the User during the Account registration process. The one and only language of the communication shall be English. We may provide any notice to You under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with Your account. Notices We provide by posting on the Website will be effective upon posting and notices We provide by email will be effective when We send the email. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when We send the email, whether You actually receive or read the email.

10.6. Tax Issues. The Owner makes no representations concerning the tax implications of the sale of the LION Tokens or the possession or use of them. The User bears the sole responsibility to determine if the purchase of the LION Tokens with cryptocurrency or the potential appreciation or depreciation in the value of the LION Tokens over time has tax implications for the User in the User's home jurisdiction. By purchasing LION Tokens, and to the extent permitted by law, the User agrees not to hold the Owner liable for any tax liability associated with or arising from the purchase of LION Tokens. All fees and charges payable by You are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, You will provide Us any information we reasonably request to determine whether we are obligated to collect tax from You. If any deduction or withholding is required by law, You will notify Us and will pay Us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no

deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

10.7. State Policies. The Owner and its Affiliates strictly follow anti-money laundering (AML), "know your customer" (KYC) and other banking or government regulations in respective jurisdictions. Each and any User fully agrees to assist the Owner in fulfillment of the mentioned regulations and provide any necessary information if such is required from the User by the authorized authority.

10.8. Force Majeure Events. We shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, equipment or software malfunction, or any other cause beyond Our reasonable control (each, a "Force Majeure Event").

10.9. Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

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Intellectual property Notification: This document belongs to the Owner and is protected by copyright laws. It's copying or use by any third party in full or in part without prior written consent of the Owner is strictly prohibited.

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