

Last Updated: 05-09-2017

## **FlypMe – HolyTransaction Ltd – Flyp.me**

### **TERMS OF TOKEN SALE**

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 15 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH IF APPLICABLE TO YOU, AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF TOKEN SALE, DO NOT PURCHASE TOKENS.

### **DEFINITIONS**

**FlypMe Platform:** Is an Account-Less Exchange Platform that allows users to exchange some cryptocurrency for another one by selecting the currency pair, the desired amount to change, and the receiving address, without the need for an account nor registration at all;

**Tokens:** are transferable cryptographic blockchain-based digital information units;

**FYP Token/s:** are ERC20 Based FlypMe Token;

**Sale Period:** Is the period during which the FYP Tokens will be available for sale;

**Company:** HolyTransaction Ltd, we or us;

**Terms:** This Terms of Token Sale;

**Party:** when refers to each of you and the Company individually;

**Parties:** when refers to each of you and the Company together;

**Contributor:** Each of you that purchase one or more FYP Token;

**Contribution:** The donation done by the Contributor;

**API:** Application Programming Interface;

**Services:** are the operations to participate in part of the profits from the fees of the FlypMe Platform and its API by owning FYP Tokens, this will also include the possibility to enable and allow in time the FYP Tokens owners to join the distributed governance model of the FlypMe Platform;

**The Network:** Ethereum Network;

**The Company Parties:** are the Company and the respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, advisors, representatives, predecessors, successors and assigns;

**Released Persons:** Are the Company advisors, administrators, auditors, contractors, developers or founders;

**Users:** are all the customers that will use the FlypMe Platform;

**Contribution Software:** is the software systems involved in the Contribution process;

**Technologies:** are all together the Contribution Software, the FYP Tokens wallet, the storage software for the Contribution Information, the FYP Tokens and the FlypMe Platform;

**ICO:** Initial Coin Offering;

**BTC:** Bitcoin;

**ETH:** Ethereum;

**LTC:** Litecoin;

**DOGE:** Dogecoin;

**DASH:** Dash;

**FAIR:** FairCoin;

**GAME:** GameCredits;

**DCR:** Decred;

**ZEC:** ZCash;  
**SYS:** Syscoin;  
**PPC:** Peercoin;  
**BLK:** Blackcoin;  
**GRC:** Gridcoin;

This document and any other Flyp.me documents published in association with these Terms of Token Sale relate to the FlypMe Platform and the creation of FYP Tokens for the Services, including the intended purpose and use of the FYP Tokens by various Contributors. The contribution to the FlypMe Platform and the corresponding creation and allocation of FYP Tokens pursuant to these Terms of Token Sale do not constitute an offer of securities or a promotion, invitation or solicitation for investment purposes. The Terms of the Token Sale are also therefore not a Prospectus. The FlypMe Platform and the creation and use of FYP Tokens related thereto involves the use of experimental unproven software and technologies that represent a high risk for any participant.

Your purchase of FYP Tokens during the Sale Period from HolyTransaction Ltd. is subject to these Terms of Token Sale and all terms incorporated by reference.

If you have any questions regarding these Terms, please contact us at [hello@flyp.me](mailto:hello@flyp.me).

This Terms includes this document and: i) Exhibit A – Description of Company, Platform and Roadmap; ii) Exhibit B – Token sale description, procedures and specifications; iii) Exhibit C – Certain risk relating to purchase, sale and use of Tokens

You and Company agree as follows:

## **1. Purpose and Use of Tokens on the Platform**

The purpose of the FYP Tokens is to enable the owners to participate to the Services. Another purpose of the FYP Tokens is to enable and allow by time, a distributed governance model for the FlypMe Platform and to involve the FYP Tokens owners in it.

- Additional details regarding the FlypMe Platform, Services, Flyp.me, and Company are provided in **Exhibit A** of these Terms.
- Additional details regarding the FYP Tokens are provided in **Exhibit B** of these Terms.

We do not operate or maintain the Network, and as such, we have no responsibility or liability for the Network or any ability to control third parties' use of the Network.

Ownership of FYP Tokens carries no rights, express or implied, other than the right to use FYP Tokens as a means to enable usage of and interact with the FlypMe Platform, if successfully completed and deployed. In particular, you understand and accept that FYP Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the FlypMe Platform and/or Company and its corporate affiliates, other than rights relating to the provision and receipt of Services in the FlypMe Platform, subject to limitations and conditions in these Terms and applicable FlypMe Platform Terms of Service and Policies (as defined on

<https://flyp.me/tos>). The FYP Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.

## **2. Scope of Terms**

Unless otherwise stated herein, these Terms govern only your purchase of FYP Tokens from us during the Sale Period.

## **3. Cancellation; Refusal of Purchase Requests**

Your purchase of FYP Tokens from us during the Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation and when still possible due to the nature of the technologies involved. We reserve the right to refuse or cancel FYP Token purchase requests at any time in our sole discretion.

## **4. Token Sale Procedures and Specifications**

Information about the procedures and material specifications of our FYP Token sale is provided in **Exhibit B** of these Terms, including, but not limited to, details regarding the timing and pricing of the FYP Token sale, the number of FYP Tokens we will sell, and our anticipated use of the FYP Token sale proceeds. By purchasing FYP Tokens, you acknowledge that you understand and have no objection to these procedures and material specifications.

## **5. Security**

You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold FYP Tokens you purchase 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 FYP Tokens. We are not responsible for any such losses.

## **6. Personal Information**

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling FYP Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell FYP Tokens to you until you provide such requested information and we have determined that it is permissible to sell you FYP Tokens under applicable law or regulation.

## **7. Representations and Warranties of Contributor**

1. The Contributor understands and accepts that FYP Tokens do not represent or constitute any ownership right or stake, share, unit or other security, or equivalent rights in or relating to Company, the FlypMe Platform and/or any software, any public or private company, corporation, entity, or property.

2. By contributing to the FlypMe Platform, and/or by receiving, using and holding of FYP Tokens, the Contributor understands, represents, and warrants that:

- a) due to legal uncertainties and the complexity of US financial regulations, the FlypMe Platform and Company will not accept any risk associated with any Contributions of US persons by residency or citizenship ("**US-Persons**");
- b) the Contributor is not a US-Person;
- c) the Contributor 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;
- d) the Contributor is legally permitted to receive and hold and make use of FYP Tokens in the Contributor's jurisdiction;
- e) the Contributor, during the ICO, has carefully reviewed the code of the Smart Contract located on the Network at the addresses that will be published on the Flyp.me website before the ICO goes live and fully understands and accepts the functions implemented therein;
- f) the Contributor is legally permitted to receive software and contribute to the FlypMe Platform;
- g) the Contributor is of a sufficient age to legally obtain FYP Tokens;
- h) Contributor will contribute only from a wallet or wallet service provider that technically supports FYP Tokens. Contributor understands and accepts that failure to ensure this may result in Contributor not gaining access to their FYP Tokens.
- i) the Contributor will take sole responsibility for any restrictions and risks associated with the receiving and holding of FYP Tokens;
- j) the Contributor is not contributing to the FlypMe Platform to obtain FYP Tokens for the purposes of speculative investment and only intends to use FYP Tokens to participate in the FlypMe Platform;
- k) the Contributor is not obtaining or using FYP Tokens for any illegal purposes;
- l) the Contributor understands the Contribution to the FlypMe Platform and that the allocation of FYP Tokens do not involve the purchase of shares or units or any equivalent interest in Company or in any existing or future public or private company, corporation or other legal entity in any jurisdiction;
- m) the Contributor understands and expressly accepts that there is no warranty whatsoever on FYP Tokens and/or the success of the FlypMe Platform, expressed or implied, to the extent permitted by law, and that FYP Tokens are created and obtained at the sole risk of the Contributor on an "as is" and "under development" basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;

- n) the Contributor understands that Contributor has no right against any other party to request any refund of Contributions made to the FlypMe Platform and that FYP Tokens have no par value and are non-refundable and non-redeemable;
- o) the Contributor understands that the availability of FYP Tokens for use on the FlypMe Platform cannot be guaranteed and that the value of FYP Tokens (if any) over time may experience extreme volatility or depreciate in full;
- p) the Contributor understands that the Contributor bears the sole responsibility to determine if the Contribution to the FlupMe Platform, the allocation, use or ownership of FYP Tokens, the potential appreciation or depreciation in the value (if any) of FYP Tokens over time, the sale and purchase of FYP Tokens and/or any other action or transaction related to the FlypMe Platform may have tax implications for them; by contributing to the FlypMe Platform, and/or by receiving, using, transferring or holding FYP Tokens, and to the extent permitted by law, the Contributor agrees not to hold any associated party including Released Persons liable for any tax liability associated with or arising from the Contribution to the FlypMe Platform, the allocation, use or ownership of FYP Tokens, or any other action or transaction related to the FlypMe Platform;
- q) the Contributor is contributing in their own name and on their own account, and not on behalf of any other person or third party.

## **8. No Warranty as to the Contribution Software and other Software involved**

The Contributor understands and accepts that the used software and technology are still in an early developmental stage and its application is of experimental nature which carries significant operational, technological, financial, regulatory and reputation risks. The Contributor understands and accepts that the FlypMe Platform and the FYP Tokens will be provided without any form of warranty, including direct or indirect warranties that the FlypMe Platform, the FYP Tokens and the Contribution Software, to be fit for a particular purpose or do not contain any weaknesses, vulnerabilities, or bugs which could cause, inter alia, the complete loss of ETH and/or FYP Tokens.

## **9. Acknowledgment and Assumption of Risks**

You acknowledge and agree that there are risks associated with purchasing FYP Tokens, holding FYP Tokens and using FYP Tokens on the FlypMe Platform or elsewhere, as better disclosed and explained in **Exhibit C** of these Terms. If you have any questions regarding these risks, please contact us at [hello@flyp.me](mailto:hello@flyp.me).

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

The Contributor understands and accepts the risks in connection with the Contribution to the FlypMe Platform and Company and/or with the allocation, use, and ownership of FYP Tokens, as set forth herein including without limitation, the inherent risks listed below:

1. Risk of software weaknesses: The Contributor understands and accepts that the underlying software application and software platform, the FlypMe Platform, the Contribution Software, the systems involved in the Contribution, and other involved software and technology and technical concepts and theories are still in a developmental stage and unproven. Consequently, there is no

warranty that the process for receiving, use, and ownership of FYP Tokens will be uninterrupted or error-free and therefore there is an inherent risk that the software, related technologies, and theories could contain weaknesses, vulnerabilities, or bugs causing, inter alia, the complete loss of or lack of usability of FYP Tokens.

2. **Regulatory risk:** The Contributor understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on or introduce new regulations addressing blockchain technology based applications, which may be contrary to the current setup of the Contribution process and which may, inter alia, result in substantial modifications of the FlypMe Platform, including its termination and the loss of or inability to use FYP Tokens for the Contributor.

3. **Risk of abandonment / lack of success:** The Contributor understands and accepts that the allocation of the FYP Tokens and the development of the FlypMe Platform may be abandoned for a number of reasons, including lack of interest from industry and/or the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The Contributor therefore understands that there is no assurance that, even if the FlypMe Platform is partially or fully developed and launched, the Contributor will receive any functionality through the FYP Tokens held by him.

4. **Risk associated with other applications:** The Contributor understands and accepts that the FlypMe Platform may give rise to other alternative projects, promoted by unaffiliated third parties, under which FYP Tokens will have no usefulness or intrinsic value.

5. **Risk of theft:** The Contributor understands and accepts that the underlying software application and software platform, the FlypMe Platform, the Contribution Software, the storage software for the contribution information, other involved software, other technology components, and/or platforms may be exposed to attacks by hackers or other individuals that could result in theft or loss of, or inability to use FYP Tokens, or the theft or loss of, or inability to use Contributions, impacting the ability to develop and launch the FlypMe Platform.

6. **Risk of blockchain mining attacks:** The Contributor understands and accepts that, as with other public blockchain based systems that depend upon independent miners, the FlypMe Platform may be susceptible to mining attacks including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the FlypMe Platform, expected proper execution and sequencing of FYP Tokens transactions, and expected proper execution and sequencing of software computations.

## **10. Taxation**

The purchase price that you pay for FYP Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of FYP Tokens, 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 FYP Tokens.

1. The Contributor bears the sole responsibility to determine if his Contribution to the FlypMe Platform and receipt by the Company, the allocation, use or ownership of FYP Tokens, the potential appreciation or depreciation in the value of FYP Tokens over time (if any), the sale and purchase of

FYP Tokens, and/or any other action or transaction related to the FlypMe Platform have tax implications for him.

2. By contributing to the FlypMe Platform, and/or by receiving, using or holding FYP Tokens, and to the extent permitted by law, the Contributor agrees not to hold any third party (including Released Persons) liable for any tax liability associated with or arising from the Contribution to the FlypMe Platform, the allocation, use or ownership of FYP Tokens, or any other action or transaction related to the FlypMe Platform.

## **11. Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE FYP TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE FYP TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE FYP TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE FYP TOKENS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE FYP TOKENS OR THE DELIVERY MECHANISM FOR FYP TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **12. Limitation of Liability**

1. The Contributor acknowledges and agrees that, to the fullest extent permitted by any applicable law, the Contributor will not hold the FlypMe Platform, the Company and any Released Persons related to the same or the FlypMe Platform liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, the Technologies under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that Released Persons shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use the Technologies.

2. The Contributor further specifically acknowledges that Released Persons are not liable, and the Contributor agrees not to seek to hold them liable, for the conduct of third parties, including other creators of FYP Tokens, and that the risk of creating, holding and using FYP Tokens rests entirely with the Contributor.

3. By receiving, holding or using FYP Tokens, and to the extent permitted by law, the Contributor agrees not to hold any third party (including Released Persons) liable for any regulatory implications or liability associated with or arising from the allocation, ownership or use of FYP Tokens or any other action or transaction related to the FlypMe Platform.

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY 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 THE FYP TOKENS 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 COMPANY 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 THE FYP TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE FYP TOKENS.

(B) THE LIMITATIONS SET FORTH IN SECTION 12(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

### **13. Release**

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Contributors and the acts or omissions of third-parties.

### **14. Indemnification**

1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company Parties from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of FYP Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.

2. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 14(1). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

### **15. Dispute Resolution; Arbitration**

The Contributor waives the right to participate in a class action lawsuit or a class-wide arbitration against any entity or individual involved with: the Contribution to the FlypMe Platform; the allocation of FYP Tokens or receipt of Contributions; and with the operation of the FlypMe Platform including the Company;

1. **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either Party seeks to bring an individual action in small claims court or 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 Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes



through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

**2. No Class Arbitrations, Class Actions or Representative Actions.** Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt 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.

### **3. Notice; Informal Dispute Resolution.**

Each Party will notify the other Party in writing of any arbitrable or small claims 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 Company shall be sent by email to Company at [notices@fryp.me](mailto:notices@fryp.me).

Notice to you shall be by email to your then current email address. 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 Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15 (1), file a claim in court.

**4. Process.** All disputes arising out of or in connection with the present Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The venue of the Arbitration will be London (United Kingdom) using English language.

## **16. Governing Law and Legislation**

These Terms will be governed by and construed and enforced in accordance with the laws of the United Kingdom, without regard to conflict of law rules or principles (whether of the United Kingdom or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

## **17. Severability**

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms 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 Terms.

## **18. Miscellaneous**

These Terms constitute the entire agreement between you and us relating to your purchase of FYP Tokens from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at <https://fryp.me/saleterms.pdf> and update the "Last Updated" date above. The amended Terms will

be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing FYP Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

1. The Contributor agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.
2. The Company is located in London. Consequently, the contribution procedure, and the FYP Tokens creation and allocation are considered to be executed in London.
3. The Terms govern the Contributions to the Platform, and the allocation, use and ownership of FYP Tokens and represent the entire agreement in respect of the creation and allocation of FYP Tokens for Contributors.

## **Exhibit A**

### **Description of Company, Platform and RoadMap**

#### **1. Overview of Company**

The Platform is created, maintained, and developed by HolyTransaction Ltd. That is the company who has full and complete control and ownership on the Platform.

HolyTransaction Ltd. Is a private limited company incorporated in the United Kingdom at the address:

HolyTransaction Ltd.  
Level 3 207 Regent Street,  
London, United Kingdom,  
W1B 3HH

#### **2. Overview of Platform**

The Platform is an online account-less cryptocurrency exchange that shares 50% of its net fees' profits through the FYP Tokens. The Platform will enable a distributed governance model where users' votes are represented by FYP Tokens ownership that allow their interaction with the Platform.

Flyp.me can be used as an app, web-app, widget, or as an API and can be easily integrated into third-parties services. At this stage, Flyp.me allows users to exchange some cryptocurrency for another one by selecting the currency pair, the desired amount to change, and the receiving address, without the need for an account nor registration at all.

A working demo is available at <https://flyp.me/exchange> Please note that the demo may be limited to certain amounts of cryptocurrencies because the Platform is not yet live and public.

#### **3. Flyp.me next steps and RoadMap**

In one week after the ICO phase is finished, the FlypMe Platform will be live and publicly launched with the initial account-less exchange features that are shown in the demo at <https://flyp.me/exchange>.

The FlypMe Platform will be constantly expanded, upgraded, and developed while FlypMe Platform updates will be publicly pushed and available as they get the stable status, step by step.

Code reviews and security audits will be continuously and periodically done to ensure the highest level of security, efficiency, and stability of the FlypMe Platform.

The next main steps of the FlypMe Platform evolution can be summarized as follow:

- Implement and add new cryptocurrency pairs on the FlypMe Platform;
- Implement decentralized asset platforms;
- Interconnect with other services as multicrypto/multiasset Point of Sale, Wallet services, etcetera;
- Adopt the latest technological improvements like atomic exchanges and 2nd layer cryptocurrency networks also as a way to cut costs;
- Implement distributed governance model;

Please note that additional details and updates on Flyp.me will be released in the coming weeks or as they will become available.

The Company reserves the full right to upgrade and/or change the FlypMe Platform's RoadMap to better fit to strategical or market opportunities, to profit from technology or ecosystem upgrades on a timely manner, to protect the FlypMe Platform from operational, security, or other kinds of risks. At the same time, the Company reserves the full right to upgrade and/or change the FlypMe Platform's RoadMap for any other reason not described in the Terms that the Company may decide to take in consideration on its own sole discretion.

## **Exhibit B**

### **Tokens and Token Sale Description, Procedures and Specifications**

#### **1. Tokens description**

FYP Tokens are ERC20-based Ethereum Tokens. Each and every FYP Token is equal to each other and has exactly the same qualities, properties, and characteristics. After the ICO period will end, no additional FYP Tokens will be created for any reason whatsoever.

Each FYP Token will equally participate in the fee profits generated by the FlypMe Platform. Holding a certain number of FYP Tokens will enable the Contributor to also participate in the policy of the FlypMe Platform besides other benefits, like voting and more that will be disclosed later.

#### **2. Commencement, Duration and Completion of Token Sale and Pre-Sale**

The FYP Tokens will be available in two separate rounds, the Pre-Sale and the ICO. FYP Token Pre-Sale Contributors must acknowledge and agree to be bound by these Terms as well as for the ICO Contributors.

The Pre-Sale period will start on 10-07-2017 15.00 UTC and will end the day before the ICO starts.

The Pre-Sale period consists of three phases. Pre-Sale phase-I will start on 10/07/2017 15.00 UTC and will end on 21/07/2017 15.00 UTC as the Presale phase-II starts. Presale phase-III will start on 06/09/2017 15.00 UTC as the Presale phase-II ends.

The ICO period will start on 28-09-2017 around 15.00 UTC and will end at a maximum on 21-10-2017 around 15.00 UTC. If Hidden-Hard-Cap is reached, the ICO will end 3 (three) hours after the Hidden-Hard-Cap threshold is reached. The exact time for beginning and closing of the ICO period, as for the time of the countdown closing, will be determined in blocks' numbers of the Ethereum Blockchain. Exact block number for start and end of the ICO will be communicated before the ICO commences. The three-hours countdown when the Hidden-Hard-Cap is reached is counted in 700 blocks.

Soft-Cap will be disclosed as the ICO goes live.

Hidden-Hard-Cap will be revealed as soon as it will be reached and will trigger the 3 (three) hours countdown that will definitely end the ICO.

#### **3. Token prices and metrics**

FYP Tokens will be available to be purchased by using Ethereum Smart Contract during the ICO. During the Pre-Sale and ICO, contributors will have the option to use other cryptocurrencies from the Flyp.me Token Sale page.

We will accept contributions in any form of the following currencies: BTC, ETH, LTC, DOGE, DASH, FAIR, GAME, DCR, ZEC, SYS, PPC, BLK, GRC.

You can use the Token Sale page, otherwise, you can query us for a private deposit account if you wish. Be prepared to sign with the private key(s) of the address(es) you sent your funds from to prove ownership.

In any other case, the Contributor must have ETH at disposal in order to participate in the Pre-Sale and ICO.

The final conversion rate from ETH to FYP Tokens will be published on the <https://flyp.me> website as the presale begins.

During the Pre-Sale, FYP Tokens will be offered with a preferred ratio. Same ratio applies to HolyTransaction's users registered on the wallet.

During the Pre-sale and the ICO, FYP Tokens will be offered at different bonus percentages depending on the following variables:

- During the Pre-Sale phase-I, FYP Tokens will be offered at the ratio of 4840 FYP per 1 ETH.
- During the Pre-Sale phase-II, FYP Tokens will be offered at the ratio of 4600 FYP per 1 ETH.
- During the Pre-Sale phase-III, FYP Tokens will be offered at the ratio of 4500 FYP per 1 ETH.
- During the ICO, FYP Tokens will be offered at the ratio of 4400 FYP per 1 ETH until Soft-Cap is reached.
- After Soft-Cap is reached FYP Tokens will be offered at the ratio of 4200 FYP per 1 ETH.
- After Hidden-Hard-Cap is reached FYP Tokens will be offered at the ratio of 4000 FYP per 1 ETH.

The total (100%) of FYP Tokens created will consist of the sum of the Pre-Sale ones plus the ICO ones and the ones assigned to the FlypMe Platform itself. The percentage of the FYP Tokens assigned to the FlypMe Platform is variable (as detailed below) and depends by the reaching or not of the Soft-Cap or Hidden-Hard-Cap at the end of the ICO period.

- if Soft-Cap is not reached, the 50% of the FYP Tokens will be assigned to the FlypMe Platform and 50% to the Contributors.
- if Soft-Cap is reached but the Hidden-Hard-Cap not, the 40% of the FYP Tokens will be assigned to FlypMe Platform and 60% to the Contributors.
- If the Hidden-Hard-Cap is reached, the 30% of the FYP Tokens will be assigned to the FlypMe Platform and 70% to the Contributors.

In order to make the FlypMe Platform more sustainable during its evolution, the FYP Tokens assigned to the FlypMe Platform and retained by Company are inversely proportional to the participation to the Token sale. Meaning that, the more Contribution to the FYP Token sales, the less FYP Tokens will be available to the FlypMe Platform. This mechanism and logic, besides making the project more stable and sustainable, will ignite a distributed governance model of the FlypMe Platform itself. Such model will become more concrete as the time passes and the FYP Tokens will be more distributed.

#### **4. Procedures for buying and receiving tokens**

In order to be able to purchase the FYP Tokens, the Contributor must use and send the transaction directly from his own Ethereum wallet (like MeW, Ethereum Wallet, Metamask, Parity, Geth, etcetera). Contributions from exchanges, third-party services or from wallets that doesn't allow the

user to manage or export his private key, will not be accepted for any reason at all and may result on the permanent loss of your funds.

To purchase the FYP Tokens the contributor has to send the amount of ETH (Ether) he wants to the Smart Contract address that will be published on the <https://flyp.me> website as the ICO will goes live.

The FYP Tokens will be created after the end of the ICO and will be distributed, proportionally to the corresponding contribution amount and to the relative time of the Pre-sale or ICO period of contribution, to the respective addresses from which the transaction was sent to the Smart Contract.

In order to be able to receive the FYP Tokens, the Contributor should use an ERC20-compatible Ethereum wallet (like MeW, Ethereum Wallet or others listed above) or the Contributor must be able import the private key of the address used to participate to the FYP Token sales into an ERC20-compatible Ethereum wallet.

## **5. Benefits of FYP Tokens**

Each and every FYP Token participates in the net fee profits generated by the Flyp.me Platform. 50% of the FlypMe Platform total net fees' profits will be periodically sent to the addresses that hold the FYP Tokens.

Once the FYP Tokens are distributed, you will be free to transfer and exchange them. On the more, by being able to sign with your holding keys, you will receive some additional benefits.

Being the owner of a certain number of FYP Tokens (exact number to be later disclosed), will enable the FYP Token owner to benefit from additional features of the FlypMe Platform that will be better defined and implemented in future stages. Such features include, for example, the ability to vote, to ask and receive audits, to submit proposals and so on.

## **6. Profit distribution**

Profits will be distributed to FYP Token owners on a periodical basis. The final mechanism and timing of the profit distribution will be set up and fine-tuned as more metrics will be available. For example, final number of FYP Tokens created is a key element when determining the mathematics of the profit distribution, especially when another priority is to reach a fair and efficient model for it. The community will be involved in the determination of the profit distribution timing and metrics. Funds will be distributed by default to the ETH account holding the FYP Tokens, but FYP Token owners can request payment in any of the supported currencies by the FlypMe platform by signing a message with their FYP Token holding key.

## **7. Profit calculations**

The net profits will be split into 50% allocated to the FlypMe Platform and 50% that will be divided by the total FYP in existence and distributed to each FYP Token. Therefore, each FYP Token receives an equal part of the 50% of the net profit from the fees applied to the FlypMe Platform. The FlypMe Platform could decide to save 20% of the net profit in order to increase stocks for the services, account for unpredictable situations, and for strategical reasons.

## **8. Tokens retained by Company and use of the proceeds of the Tokens sale**



The proceeds of the FYP Tokens sale will be used to, but not necessarily limited to, pay the salaries of developers and employees in general, to cover the anticipated expenses for the actual infrastructure, to scale, expand and further develop the FlypMe Platform, its infrastructure and to improve its efficiency, to make code auditing and security reviews, of the code and FlypMe Platform, to offer quality support to the users and to widen the user-base of the FlypMe Platform.

The FlypMe Platform's RoadMap is available on the Exhibit A of these Terms as well as on the website.

HolyTransaction LTD and the FlypMe Platform shall have sole discretion to decide how to allocate the Contributions received in order to develop and execute the FlypMe Platform.

- The Contributor understands and accepts that he may have no influence on the final governance and decisions of the HolyTransaction LTD;
- The Company shall have the right to engage subcontractors to perform the entire or partial development and execution of the FlypMe Platform;
- The Contributor understands and accepts that developing and creating the FlypMe Platform requires substantial research and development effort. It is possible that substantial conceptual, commercial or technical changes could be made during that process. The Contributor further understands and accepts, that the level of development of the FlypMe Platform depends on the amount of Contributions received, and the amount of community support;

## **9. Tokens Disclaimers**

The FYP Tokens do not represent a share, unit or other security or derivative of the same or any intellectual property right or any other interest in the FlypMe Platform, in the Company or in any entity that owns or administers FYP Tokens and/or receives Contributions related thereto or in any other company associated with the FlypMe Platform or any other public or private enterprise, corporation or other entity in any jurisdiction.

Ownership of FYP Tokens carries no rights express or implied other than the right to use FYP Tokens as a mean to enable usage of and interaction with and within the FlypMe Platform. Beyond this, ownership of FYP Tokens carries no rights express or implied. In particular Contributor understands and accepts that he has no right to claim as holder of FYP Tokens any intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the FlypMe Platform or the Company.

## Exhibit C

### Certain Risks Relating to Purchase, Sale and Use of Tokens

**Important Note:** *As noted elsewhere in these Terms, the FYP Tokens are not being structured or sold*

*as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit C is intended to form the basis for any investment decision, and no specific recommendations are intended. Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit C, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.*

**By purchasing, holding and using FYP Tokens, you expressly acknowledge and assume the following risks:**

#### **1. Risk of Losing Access to Tokens Due to Loss of Private Key(s)**

A private key, or a combination of private keys, is necessary to control and dispose of FYP Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing FYP Tokens will result in loss of such FYP Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your FYP Tokens.

#### **2. Risks Associated with the Ethereum Protocol**

Because FYP Tokens and the Network are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Network or FYP Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the FYP Tokens and the Network by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

#### **3. Risk of Mining Attacks**

As with other decentralized cryptographic tokens based on the Ethereum protocol, the FYP Tokens are susceptible to attacks by miners in the course of validating FYP Token transactions on the Ethereum Blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the FlypMe Platform and the FYP Tokens, including, but not limited to, accurate execution and recording of transactions involving FYP Tokens.

#### **4. Risk of Hacking and Security Weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with the FlypMe Platform or the FYP Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Network and the FlypMe Platform are also based on open-source software, there is a risk that a third party or someone who has access to the code may intentionally

or unintentionally introduce weaknesses into the core infrastructure of the Network, which could negatively affect the Network and the FYP Tokens.

## **5. Risks Associated with Markets for FYP Tokens**

The FYP Tokens are intended to be used solely within the FlypMe Platform, and Company will not support or otherwise facilitate any secondary trading or external valuation of FYP Tokens. This restricts the contemplated avenues for using FYP Tokens to the provision or receipt of Services, and could therefore, create illiquidity risk with respect to the FYP Tokens you hold. Even if secondary trading of FYP 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 FYP Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminishing to zero.

## **6. Risk of Uninsured Losses**

Unlike bank accounts or accounts at some other financial institutions, FYP 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 us, to offer recourse to you.

## **7. Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of the FYP 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 FlypMe Platform and the FYP 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 FlypMe Platform and the FYP Tokens. Regulatory actions could negatively impact the FlypMe Platform and the FYP Tokens in various ways, including, for purposes of illustration only, through a determination that FYP Tokens are a regulated financial instrument that require registration or licensing. Company 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.

## **8. Risks Arising from Taxation**

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

## **9. Risk of Alternative Networks**

It is possible that alternative networks could be established that utilize the same open source code and protocol underlying the Network and attempt to facilitate services that are materially similar to

the Services. The Network may compete with these alternative networks, which could negatively impact the FlypMe Platform and FYP Tokens.

#### **10. Risk of Insufficient Interest in the Platform or Distributed Applications**

It is possible that the FlypMe Platform 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 FlypMe Platform) more generally. Such a lack of use or interest could negatively impact the development of the FlypMe Platform and therefore the potential utility of FYP Tokens.

#### **11. Risks Associated with the Development and Maintenance of the Platform**

The FlypMe Platform is still under development and may undergo significant changes over time. Although we intend for the FYP Tokens and FlypMe Platform to follow the specifications set forth in Exhibit A, and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the FYP Tokens or FlypMe Platform for any number of legitimate reasons. This could create the risk that the FYP Tokens or FlypMe Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain the FlypMe Platform, it is still possible that the FlypMe Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the FlypMe Platform and FYP Tokens.

#### **12. Risk of an Unfavorable Fluctuation of Ether and Other Currency Value**

The Company team intends to use the proceeds from selling FYP Tokens to fund the maintenance and development of the FlypMe Platform, as described further in Exhibit B. The proceeds of the FYP Token sale will be denominated in Ether or Bitcoin, and converted into other cryptographic and fiat currencies. In addition, some pre-sales of the FYP Tokens may also be denominated in fiat currencies. If the value of Ether or other currencies fluctuates unfavourably during or after the Sale Period, the Company team may not be able to fund development, or may not be able to develop or maintain the Network in the manner that it intended.

#### **13. Risk of Dissolution of the Company or Platform**

It is possible that, due to any number of reasons, including, but not limited to, an unfavourable fluctuation in the value of Ether (or other cryptographic and fiat currencies), decrease in the FYP Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the FlypMe Platform may no longer be viable to operate and the Company may dissolve.

#### **14. Risks Arising from Lack of Governance Rights**

Because FYP Tokens confer no granted governance rights of any kind with respect to the Company or its corporate affiliates, all decisions involving the Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the FlypMe Platform, or to sell or

liquidate the Company. These decisions could adversely affect the FlypMe Platform and the FYP Tokens you hold.

## **15. Unanticipated Risks**

Cryptographic tokens such as the FYP Tokens are a new and untested technology. In addition to the risks included in this Exhibit C, there are other risks associated with your purchase, holding and use of FYP Tokens, including those that the Company cannot anticipate. Such risks may also further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit C.