

The logo for Peerquess, featuring the word "peerquess" in a stylized, lowercase, blue font. The letters are rounded and have a modern, tech-oriented appearance. The background of the page is white with blue geometric shapes on the left and right sides, creating a sense of depth and movement.

peerquess

COLLABORATIVE CRYPTOCURRENCY  
TICKER

**Terms of Token Sale**

**v1.1**

Please read carefully these Terms of Token Sale (hereinafter – the “Terms”) before purchasing GUESS tokens, as they affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with these Terms, you shall not purchase GUESS tokens. By purchasing GUESS tokens during Token Sale Period from peerguess project (hereinafter – the “Platform”). We (hereinafter – the “Seller”), you (hereinafter – the “Buyer”) will be bound by these Terms, and thus your purchase of GUESS tokens is subject to these Terms.

Each of the Buyer and the Seller is a “Party,” and together the “Parties”.

## RECITALS

**WHEREAS**, the Seller will develop a Platform which shall consist of (1) an application to watch cryptocurrency market values (2) a platform that application user can guess cryptocurrencies’ future market value (3) a system that provides prediction data based on the guesses made on the system.

**WHEREAS**, the Seller, using the Ethereum Platform, will issue digital tokens called “GUESS” (hereinafter – the “GUESS” or “GUESS tokens”) which will be used as in-platform currency to trade for platform’s virtual currency, “gems”; and

**WHEREAS**, the Seller holds token pre-sale (hereinafter – the “Token Pre-Sale”) for 10 days (hereinafter – the “Token Pre-Sale Period”, the “Pre-Sale Period”) and sale campaign (hereinafter – the “Token Sale”) for 30 days (hereinafter – the “Token Sale Period”, the “Sale Period”) to raise funds for further development of the Seller’s infrastructure, data provided to users, feature set and platform availability. Token Pre-Sale and Sale Period will be announced on the Platform website. The Token Pre-Sale and Sale will also end once all the funds as set forth herein are raised; and

**WHEREAS**, the Platform is now being represented by the co-founders of the project and initially be structured as a company, either solely or under another structured company established by the founders. This whole process will include structuring a cap table, adopting by laws, appointing board of directors, outlining equity distribution, and establishing employment policies. This is important for internal management purposes and future equity vesting options for employees. Proper structuring is also necessary for potential investment rounds and accelerator/incubator opportunities; and

**WHEREAS**, the Buyer is willing to purchase the GUESS tokens pursuant to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the foregoing, the Parties, intending to be legally bound, hereby agree to the following:

## Use of GUESS Tokens

The Buyer understands and accepts that ownership of the GUESS tokens in no way grants any rights, express or implied, other than the right to use the GUESS tokens as Platform medium for trade, and to power the Platform. The Buyer expressly agrees that the GUESS tokens are not securities, are not registered with any government entity as the securities, shall not be considered as such, are not intended to be a digital currency, 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. The Seller has prepared a White Paper to describe matters related to the Platform, included, but not limited to, any technological aspects and software matters.

All blockchain related technologies are subject to supervision and control by different regulatory bodies around the world. GUESS tokens may fall under one or more inquiries or actions on their part, including but not limited to imposing restrictions on the use or possession of

digital tokens such as GUESS tokens, which may slow or limit the functionality of the system or the process of purchasing GUESS tokens in the future.

## Scope of Terms

The Buyer hereunder commits to purchase the GUESS tokens and the Seller hereby expressly agrees to sell to the Buyer GUESS tokens. In order to do so the Buyer will transfer payment as set forth herein and the Seller will allocate an amount of GUESS tokens which is equivalent to the payment to the Ethereum Platform Wallet Address of the Buyer once the GUESS tokens issuance ends. Unless otherwise stated herein, these Terms of Token Sale govern only purchase of GUESS tokens by the Buyer from the Seller during the Token Sale Period. The use of GUESS tokens and relations between the Parties may be governed by any other applicable terms and policies.

## Acceptance, Purchase Price and Payment

By buying GUESS tokens hereunder, the Buyer expressly accepts all terms and conditions described herein and agree to be bound thereby and comply therewith. If the Buyer decides to buy, for each 1 ETH he/she pays, the value will as the following depending on the date: (1) 5,000 GUESS Token during Pre-Sale Period, (2) 2500 GUESS Token during 1st week of Sale Period, (3) 2000 GUESS Token during 2<sup>nd</sup> week of Sale Period, (4) 1500 GUESS Token during 3<sup>rd</sup> week of Sale Period, (5) 1250 GUESS Token during 4<sup>th</sup> week of Sale Period. The Seller will announce how to send the ETH on its website [peerguess.com](http://peerguess.com).

## Other Conditions of GUESS tokens Purchase

The Seller will issue GUESS tokens once Token Pre-Sale and Sale ends. During the Sale Periods, the Seller is willing to sell 60% of total amount of the GUESS tokens, which will be issued by the Seller. The Buyer will be required to send ETH, BTC and LTC from his/her wallet to receive

GUESS tokens after their issuance by the Seller which shall be made after the Seller's Token Sale ends.

**DO NOT USE ANY ONLINE EXCHANGE SERVICES (E.G., KRAKEN, COINBASE, POLONIEX AND ANY OTHER.), OR MULTI-SIGNATURE WALLETS.**

The GUESS tokens purchased during the Token Pre-Sale and Sale may be sold and transferred by the Buyer at any time after the Token Pre-Sale and Sale via Ethereum Platform and/or cryptocurrency exchanges, if the GUESS tokens are listed on any (WHETHER TO LIST GUESS TOKENS ON CRYPTOCURRENCY EXCHANGES OR NOT IS SOLELY AT THE DISCRETION OF CRYPTOCURRENCY EXCHANGES). TO THE EXTENT ALLOWABLE PURSUANT TO APPLICABLE LAW OF REGULATION, THE PURCHASE OF THE GUESS TOKENS BY THE BUYER FROM THE SELLER IS FINAL, AND THUS THERE ARE NO REFUNDS AND/OR CANCELLATIONS.

Funds collected during the Token Pre-Sale and Sale procedure are not insured. In the event of loss or loss of value, there is no private or public insurance representative whom the Buyer could address.

## Purchase Limitations

CANADA, SINGAPORE OR UNITED STATES CITIZENS AND RESIDENTS ARE NOT ELIGIBLE TO PARTICIPATE IN THE TOKEN PRE-SALE AND SALE. THE BUYER IS ONLY ALLOWED TO PURCHASE GUESS TOKENS IF AND BY BUYING GUESS TOKENS HE/SHE COVENANTS, REPRESENTS, AND WARRANTS THAT HE/SHE IS NEITHER A U.S. CITIZEN OR PERMANENT. RESIDENT OF THE CANADA, SINGAPORE OR UNITED STATES, NOR DOES HE/SHE HAS A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. IN ORDER TO BUY GUESS TOKENS AND BY BUYING GUESS TOKENS, THE BUYER COVENANTS, REPRESENTS, AND WARRANTS THAT

NONE OF THE OWNERS OF THE COMPANY, OF WHICH YOU ARE AN AUTHORIZED OFFICER, ARE CANADA, SINGAPORE OR U.S. CITIZEN OR PERMANENT RESIDENT OF THE UNITED STATES, NOR DOES HE/SHE HAVE A PRIMARY RESIDENCE OR DOMICILE IN THE UNITED STATES, INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND ANY OTHER POSSESSIONS OF THE UNITED STATES. THE BUYER COVENANTS, REPRESENTS AND WARRANTS THAT IT IS NOT CITIZEN/PERMANENT RESIDENT/COMPANY FROM ANY JURISDICTION, WHERE PURCHASE OF GUESS TOKENS IS ILLEGAL, RESTRICTED OR REQUIRES SPECIAL ACCREDITATION. THE SELLER SHALL RESERVE THE RIGHT TO REFUSE SELLING GUESS TOKENS TO ANYONE WHO DOES NOT MEET CRITERIA NECESSARY FOR THEIR BUYING, AS SET OUT HEREUNDER AND BY THE APPLICABLE LAW. IN PARTICULAR, THE SELLER MAY REFUSE SELLING GUESS TOKENS TO CANADA, SINGAPORE OR U.S. CITIZENS, PERMANENT RESIDENTS OF THE UNITED STATES AND THOSE USERS WHO DO NOT MEET ANY OTHER CRITERIA SPECIFIED HEREIN. IT IS ALSO FORBIDDEN TO PURCHASE GUESS TOKENS USING FUNDS CAME FROM ILLEGAL OR UNETHICAL SOURCES. AND BY BUYING GUESS TOKENS HEREUNDER, THE BUYER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT THE BUYER IS NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING GUESS TOKENS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY.

THE BUYER REPRESENTS AND WARRANTS THAT IT IS NOT AND DOES NOT REPRESENT ANY INDIVIDUAL, LEGAL ENTITY OR PARTNERSHIP UNDER ANY SANCTIONS REGIME INTRODUCED, INTER ALIA, BY U.S., EU OR UNITED NATIONS AND THAT IT IS NOT FROM ANY TERRITORY SANCTIONED OR EMBARGOED BY AUTHORITIES MENTIONED ABOVE.

## Representations and Warranties

By buying GUESS tokens, the Buyer represents and warrants that:

- (a) he/she has read and understand these Terms, Terms and Conditions and Privacy Policy, as well as the Seller's Whitepaper (all available on peerguess.com website);
- (b) he/she is of an age of majority to enter into these Terms, meet all other eligibility and residency requirements, and are fully able and legally competent to enter the terms, conditions, obligations, affirmations, representations and warranties set forth herein and to abide by and comply herewith;
- (c) he/she will be solely responsible for any applicable taxes imposed on the GUESS tokens purchased hereunder;
- (d) he/she has in-depth knowledge and deep understanding of the crypto market, Blockchain-based systems and cryptocurrencies, as well as obtained sufficient information about the Buyer and GUESS tokens to enter these Terms, and thus to purchase GUESS tokens;
- (e) he/she is aware of and knows how to manage all the merits, risks and any restrictions associated with crypto market, Blockchain-based systems and cryptocurrencies; and
- (f) he/she understands that crypto market is highly speculative and volatile in nature and that these Terms is in no way an investment advice or an offer to invest, as well as he/she is not purchasing GUESS tokens for any investment, speculative or other financial purposes.

## Acknowledgment and Assumption of Risks

By buying of the GUESS tokens, the Buyer represents/warrants and accepts that:

- (a) there are certain risks associated with purchasing GUESS tokens, holding GUESS tokens, and using GUESS tokens. By purchasing GUESS tokens, the Buyer expressly acknowledge and assume such risks, including, but not limited to, risk of losing access to tokens due

to loss of private key(s), risks associated with the Ethereum Platform, risk of mining attacks, risk of hacking and security weaknesses, risks associated with markets for tokens, etc.;

- (b) Cryptocurrencies and Crypto-tokens, such as GUESS, are a fairly new and relatively untested technology. In addition to the risks mentioned in this document, there are additional risks that the team can not foresee. These risks can materialize in other forms of risk than those indicated here. There are no warranties, representations, conditions or agreements, express or implied, between the parties, except as expressly provided in this text;
- (c) there is no warranty that the process for creating GUESS tokens will be uninterrupted or error-free and why there is an inherent risk that the Ethereum Platform could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of GUESS tokens;
- (d) 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 token issuance and which may, inter alia, result in substantial modifications of the Ethereum Platform and/or the GUESS tokens protocol, including its termination and the loss of GUESS tokens for the Buyer; and
- (e) that it is possible that for various reasons, including without limitation, the insolvency of business arrangements or marketing strategies, this project may not succeed.

## Disclaimer of Warranties and Limitation of Liability

THE GUESS TOKENS ARE TO BE PROVIDED ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE BUYER ASSUMES ALL RESPONSIBILITY AND RISK WITH RESPECT TO BUYING OF ANY AMOUNT OF THE GUESS TOKENS AND THEIR USE. THE BUYER



HEREBY EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE SELLER DOES 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, AS WELL AS FROM PURCHASING OF THE GUESS TOKENS, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE BUYER UNDERSTANDS AND AGREES THAT THE SELLER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE GUESS TOKENS. THE BUYER UNDERSTANDS AND EXPRESSLY AGREES THAT THE SELLER SHALL NOT GUARANTY IN ANY WAY THAT THE GUESS TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE TOKE SALE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO THE BUYER, THE LIMITATIONS WILL APPLY TO THE BUYER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE BUYER UNDERSTANDS AND AGREES THAT IT IS HIS/HER OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO HIS/HER COUNTRY OF DOMICILE CONCERNING PURCHASING OF THE GUESS TOKENS, AND THAT THE SELLER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED PURCHASING OF THE GUESS TOKENS. THE BUYER AGREES TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

ALTHOUGH THE GUESS TOKENS SHOULD NOT BE CONSIDERED AN INVESTMENT, THEY CAN GET VALUE OVER TIME. THE SELLER IS RESPONSIBLE FOR DETERMINING WHICH TAXES, IF ANY, APPLY TO THE RECEIPT OF YOUR TOKENS. YOU ARE ALSO RESPONSIBLE FOR RETAINING, COLLECTING, REPORTING AND TRANSFERRING THE CORRECT TAXES TO THE APPROPRIATE TAX AUTHORITIES. THE SELLER IS NOT RESPONSIBLE AND LIABLE FOR THE RETENTION, COLLECTION, REPORTING OR TRANSFER OF TAXES, VALUE ADDED OR SIMILAR TAX RESULTING FROM THE EXCHANGE OF TOKENS; AND THE HOLDER AGREES NOT TO HOLD THE GUESS TOKENS LIABLE FOR ANY TAX LIABILITY ARISING FROM THE HOLDER'S PURCHASE AND OWNERSHIP OF GUESS TOKENS.

## Indemnification

To the extent allowable pursuant to applicable law, the Buyer shall indemnify, defend, and hold the Seller and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Buyer arising out of a breach of any warranty, representation, or obligation hereunder.

## Denial of responsibility

The Buyer agrees that your use or inability to use GUESS tokens is solely at Buyer's own risk and the Buyer remove all responsibility from the Seller. Since the date of issue, GUESS tokens will be sent to the Buyer without warranty of any kind, either express or implied, including all implied warranties of commercial value for a particular purpose without violating anyone's intellectual property rights. As some

jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

## Intellectual Property Rights

The Seller 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 GUESS tokens and his activities generally. In no way shall these Terms entitle the Buyer for any intellectual property of the Seller. There are no implied licenses under these Terms, and any rights not expressly granted to the Buyer hereunder are reserved by the Seller.

## Jurisdiction and Dispute Resolution

All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the laws of Dubai. Any controversy or claim (collectively, “Disputes”) arising out of or relating to this Agreement or the breach thereof, shall be settled by binding arbitration administered by Arbitration Rules of the Dubai International Arbitration Centre (“DIAC Rules”) in accordance with its rules, and judgment upon the award rendered by the arbitrator(s) (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) may be entered in any court having jurisdiction thereof. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) 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, the buyer and the seller (a) waive respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (b) waive respective rights to a jury trial. To

resolve any Dispute, controversy or claim between the Parties arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party. Notice to Seller shall be sent by e-mail to support@peerguess.com. Notice to the buyer shall be by email to the then-current email address in the buyer's notice. Buyer's must include (a) buyer's name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that the Buyers are seeking. If the Buyer and the Seller cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either the Buyer and the Seller may, as appropriate, commence an arbitration proceeding or file a claim in court in Dubai. Any Dispute arising out of or related to these Terms is personal to the Buyer and the Seller 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. 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 as well as to resolve a Dispute as a representative of another individual or group of individuals. The arbitration hearing and all proceedings in connection therewith including all other operating rules, policies, and procedures that may be issued by the Seller and published from time to time on the Website and any questions its existence, validity or termination shall take place in binding arbitration in Dubai. The governing law of these Terms (including all other operating rules, policies, and procedures that may be issued by the Seller and published from time to time on the Website) shall be the substantive law of Dubai, without regard to conflict of law rules or principles (whether of Dubai or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The language of the arbitration shall be English.

## Miscellaneous

These Terms constitute the entire agreement between the Buyer and the Seller relating to the Buyer's purchase of the GUESS tokens from the Buyer during the Pre-Sale and Sale Period. No provision of these Terms 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 these Terms, 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 these Terms 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. If any term, provision, covenant or restriction of these Terms 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. The Seller may assign the Seller's rights and obligations under these Terms. Any notice or other communication given or made under these Terms shall be and may be delivered in electronic form. At any time, the Seller may make changes to these Terms as reasonably required to comply with applicable law or regulation. In cases of changes, the amended Terms will be published on the website, "Last Updated" date above will be updated as well. The amended Terms will be effective immediately. In no way, the Seller shall be liable for any delay or failure to perform any

obligations under these Terms as a result of a cause beyond the Seller's reasonable control. These Terms and purchasing of the GUESS tokens by the Buyer in no way create any exclusive relationship between the Buyer and the Seller nor any partnership, joint venture, employment or agency.

If you have any questions regarding these terms, please contact us at [support@peerguess.com](mailto:support@peerguess.com).

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