

TERMS OF SERVICE

Last updated: October 29, 2018

This document acts as an agreed upon Terms of Service (“Terms”, “Terms of Service”) between you (“Purchaser”, “User”, “you”) and FOTON OU, registered in the Republic of Malta with the company number 14352837 and registered office address Parnu mnt 141, pk 59, 11314 Tallinn, Malta (“FOTON”, “Company”). You accept these Terms when you purchase FOTON’s CRPT tokens (“Tokens”) or use FOTON services or any other features, technologies or functionalities offered by FOTON on FOTON website at FOTON.io and tokensale.FOTON.io (collectively, “Site”) or through any other means (collectively, “Services”). The terms “us”, “we” or “our” refer to FOTON too.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. We will provide notice of any amendment to these Terms by posting any revised terms to the Site and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Site or Services.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

This document stipulates general conditions for use of website FOTON.io. The conditions related with Tokens purchase are determined in Terms of Token Sale placed at tokensale.FOTON.io.

1. Qualifications of User in Order to Use the Site

The User represents and warrants that you are at least eighteen (18) years of age, are legally entitled to use the internet and services like those provided by FOTON (according to the laws of Malta and any relevant jurisdiction in which you reside), and have not had your right to use our service previously suspended or revoked by us.

2. Legal and Prohibited Use

You represent and warrant that you will not use the Site or Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to)

activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Site or Services to assist any other party in such illegal activity.

You represent and warrant that you will not in any way use the Site or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the Platforms underlying code or technical mechanisms; cause damage to the Site or FOTON through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Site. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

You acknowledge and agree that FOTON reserves the right to prohibit persons and third-party entities from participating in the FOTON Token sale if they are domiciled in a jurisdiction (domestic or foreign) which prohibits and restricts such participation, including but not limited to, any sanctions program administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, Financial Crimes Enforcement Network (FinCEN), or Financial Analysis & Transactions Centre (FINTRAC).

3. Registration and Account

The use of our Services requires you to create an account with FOTON ("Account"). You warrant and represent that all information provided when creating such an Account is current, complete, and accurate. You agree to promptly notify FOTON of any changes to any information that would cause the information provided upon your Account's creation to no longer be current, complete or accurate. You also warrant and represent that you understand that Account may be registered incompletely until you confirm your email address in a manner deemed suitable by us.

FOTON may request you to provide additional information such as proof of your identity, physical address and source of funds at any time to use our Services. If you refuse to provide such information or it will be determined that you may not use our Services for any reason, you will be denied Services.

In such case, your purchase of Tokens will be cancelled and you will receive a refund in the same form of payments as was made by you and to the same wallet address, bank account, or a third party payment processor where your funds were transferred from. We may deduct the transaction cost from the refund amount, if any. Scope of information to be requested from each user may differ. You agree that you exclusively will access and use your Account and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account and cannot transfer this obligation to any third party. You agree to notify FOTON in the event that you discover or suspect any security breaches or vulnerabilities related to the Site or Services.

Depositing of funds in account is effected without any confirmations from FOTON, except for displaying of updated deposit balance in Account at website.

FOTON has the right to enter into agreement with any of Purchasers on special conditions (including commercial conditions) which may be different from those stipulated by this Terms.

4. Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain

Use of the Internet may not be secure. You agree that FOTON is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet. While FOTON will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered “confidential” or will its disclosure to a third party, accidental or otherwise, cause liability against FOTON, even if it occurs as a result of our negligence.

FOTON takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If FOTON believes its Site or any Tokens located on the Site has been compromised or is under attack, FOTON reserves the right to immediately stop all Services provided through the Site. If it is determined that such an attack caused an associated Token to rapidly lose value or otherwise cause or threaten to cause damage to the Site, or other users, FOTON may immediately discontinue all activity regarding to such Token entirely at its discretion. Resolution concerning deposits, withdrawals, Account balances, Services or other disputes related to an

attacked Token will be determined on a case-by-case basis. FOTON makes no representation and does not warrant the safety of the Site and is not liable for any lost value or stolen property, regardless of whether FOTON was negligent in providing appropriate security.

5. FOTON Does Not Provide Legal, Financial or Other Professional Advice

In no way should our providing of Services be considered legal, financial or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against FOTON. In using the Site, you represent and warrant that you have sought any legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with Blockchain and/or Token management and offerings and to competently use our Services. We give no warranty regarding the suitability of any Tokens or our Services and assume no fiduciary duties to you.

You represent and warrant that you understand that any recommendations or commentary made by FOTON or its employees or other users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

6. License

We grant you a limited, nonexclusive, nontransferable license (“License”) to access and use our Site and Services. This License is subject to these Terms. Any other use of the Services not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by FOTON and our licensors, including that to any content or functionality as presented on the Site or Services. “FOTON”, “FOTON.io”, all logos related to Services or displayed on the Site are trademarks or registered marks of FOTON or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of FOTON.

7. Termination

We may terminate or suspend your License to our Services without prior notice or liability for any reason whatsoever, including (but not limited to) if

you breach the Terms. Nothing in these terms or in any other communication or action by FOTON or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination.

All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

8. Copyright of Communications In Connection With Our Services

You agree that any materials, information or communications transmitted between the User and FOTON in any form and by any means are non-confidential and will become the sole, exclusive property of FOTON. FOTON will own all intellectual property rights to such communications or materials and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

9. Indemnification

You agree to indemnify, exculpate and hold FOTON, its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of the Services, including but not limited to any breach by you of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs that incurred by FOTON or any other indemnified parties as a result of your actions.

10. Disclaimer of Warrants and Guarantees

FOTON does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Site. We hereby disclaim all warrants and guarantees that not expressly made in these Terms.

11. Applicable Law and Venue

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in

accordance with the laws of Malta, without giving effect to principles of conflicts of law.

Terms of Token Sale, Terms of Service and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and FOTON. You cannot accept it partially, this set of rules should be accepted in full. Should any conflict between Terms of Token Sale and Terms of Service, Terms of Token Sale shall prevail. Should any conflict between Terms of Service and Privacy Policy, Terms of Service shall prevail.

12. Arbitration

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, you and FOTON will arbitrate Disputes through binding arbitration.

13. No Class Arbitration, Class Action or Representative Actions

Any Dispute arising out of or related to these Terms is personal to you and the FOTON 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 attempts 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.

14. Arbitration Procedure

If allowed under the applicable law, any Dispute shall be referred to and finally resolved by arbitration administered by the Malta Arbitration Center (mac.org.mt) in accordance with Chapter 387 of the Laws of Malta for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Malta. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English.

15. Survival and Severability

Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these Terms is deemed illegal, invalid or otherwise invalid for any reason, then that provision will be severed and the rest of these Terms will remain intact and enforceable.

16. Integration

Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between the User and FOTON, including any future modification of these Terms, superseding any prior agreements or communications between you and us. Any ambiguities in these Terms shall be construed in the light most favorable to FOTON.

17. Act of God

FOTON' performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts of any third party, or blockchain failures.

18. Contact Us

If you have any questions about these Terms, please contact us at support@FOTON.io