

#MetaHash Coin Sale

TERMS AND CONDITIONS

The Terms and Conditions (the **"T&C"**) apply to the buyer of the MetaHash Coin (the **"#MHC"**) and user of the MetaHash Platform (the **"User"**). PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING IN THE COIN SALE. THE T&C AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE #MHC.

By purchasing the #MHC during the Coin sale period (the **"Coin Sale"**), in the jurisdiction of Switzerland, you will be bound by these T&C, and all terms incorporated by reference. Your purchase of #MHC is subject to these T&C.

Applicability

1. The following T&C constitute the agreement (the **"Agreement"**) between MetaHash AG (hereinafter **"MetaHash"** or the **"Company"**), a Swiss Company Limited by Shares incorporated in Zug, and you with respect to the purchase of the #MHC and the use of the services offered on the MetaHash Platform. By using our services, you agree to be bound by the T&C in its latest version. You are aware that MetaHash may change these T&C at any time at its sole discretion. Your continued use of the MetaHash Platform or your continued hold of #MHC means that you accept any new or modified terms.

Services

2. The purpose of the MetaHash project is to create a decentralized network for digital asset exchange and a platform for building decentralized applications that work in real time. MetaHash intends to develop technology and infrastructure for the next generation of cryptocurrency, which allows leveling up the transaction speed and lowering the cost of the transaction.
3. The MetaHash project is being made possible by contributions from the community in the form of a Coin Sale. The proceeds from the Coin Sale will fund operational costs of the development of the MetaHash Platform. The Coin Sale is therefore intended to give Users the ability to support and transact on the Platform.
4. MetaHash has released a Coin, which gives access to the MetaHash Platform for both developers and Users of the Platform. The #MHC are intended to fulfill the following functions:
 - a) Payment of services and operations on the MetaHash Platform;
 - b) Payment of Data storage on the MetaHash Platform;
 - c) Development of #MetaApps (new applications) Developers can pay other users to host their #MetaApps with #MHC.
5. For the services mentioned above, MetaHash charges the Users with a fee/generates revenue:
 - for each transaction in #MHC;
 - for creating a new app on the Platform;

- for public App Addresses;
 - for public Wallet Names;
 - for advertisement placing in #MetaGate;
 - for Listing of #MetaApps in the #MetaGate application catalogue.
6. MetaHash does not allow the deposit, withdrawal or direct exchange of assets between Users of the service. MetaHash is not a market-maker. All purchase and disposal of crypto assets by MetaHash take place through third-party exchanges, platforms or agents. MetaHash may receive crypto assets and only sell its coins.

#MHC

7. The #MHC functions as a utility and payment Coin on the MetaHash Platform. The #MHC will allow Users accessing the MetaHash Platform and paying for services offered through the MetaHash Platform. Through the Coin Sale, the Users acquire therefore the rights to use and to pay for services offered by third parties within the MetaHash Platform.
8. The #MHC does not have the legal qualification as a security since it does not give any rights on dividends or interest. The #MHC does have the legal qualification as a payment Coin since it is intended to be used as a means of payment to acquire goods or services provided by third parties, or a means of money or value transfer. The #MHC purchase is final and non-refundable. The #MHC is not a share and does not give any right to participate in the general meetings of the Company. The #MHC cannot have a performance or a particular value outside the MetaHash Platform. The purchase and use of #MHC shall therefore not be done for speculative usage.
9. The #MHC can be purchased during the Coin Sale directly from the Company or after the Coin Sale at the Company or any exchanger.
10. Any User purchasing #MHC expressly acknowledges and represents that she/he/it has carefully reviewed the T&C and fully understands the risks, costs and benefits associated with the purchase of this #MHC as indicated in the T&C.

No Refund

11. As it is mentioned in the *Clause 8* of these Terms: "The #MHC purchase is final and non-refundable." That means that no refund is available in any case or situation. As mentioned in the Legal Disclaimer, the purchase is being made on the own risk of the purchaser and the User fully understands the risks, costs and benefits associated with the purchase of this #MHC. If the User has any technical issues with the completion of KYC process he/she shall communicate with the support to continue this necessary procedure, if there is another reason for Refund – the User should wait for the #MHC being open for exchange in accordance with all formalities and T&C.

Knowledge required

12. Any User undertaking to purchase #MHC in relation to the Coin Sale should ensure that she/he/it understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he/it fully understands the risks associated with the Coin Sale as well as the mechanism related to the use and custody of cryptocurrencies.
13. MetaHash shall not be responsible for any loss of #MHC or situations making it impossible to access to #MHC, which may result in any actions or omissions of the User or any person undertaking to acquire #MHC.

Voluntary Know Your Customer (KYC)

14. There will be a KYC procedure, complying with the Swiss Federal Act On Combating Money Laundering and –Terrorist Financing (AMLA), that any person undertaking to acquire #MHC will have to perform within the MetaHash Platform in order to contribute to the Coin Sale. The above persons accept that MetaHash can refuse any payment which is not compliant with the AMLA requirements.

Risks

15. Acquiring and storing #MHC involves various risks, in particular, that MetaHash may not be able to further develop its platform. Therefore, and prior to acquiring #MHC, any User should carefully consider the risks, costs, and benefits of acquiring #MHC within the Coin Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity of MetaHash or any other risks as indicated in the T&C, should not acquire #MHC, at this stage or later.

Important Disclaimer

16. The T&C shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to MetaHash or any related or associated company. The #MHC will be used as a utility and payment Coin and is not intended to be used as an investment.
17. Any information in the T&C is given for general information purpose only and is relevant to the day it has been written and MetaHash does not provide with any warranty as to the accuracy and completeness of this information now or in the future.
18. The offering of #MHC is done in order to access the MetaHash Platform, purchase services related exclusively to the latter and not for speculative purposes.
19. MetaHash is an operative entity managing the MetaHash Platform. MetaHash is a financial intermediary according to the Swiss Federal Act On Combating Money Laundering and Terrorism Financing (AMLA). As a consequence, MetaHash has concluded an agreement with the company Eidoo AG, a Swiss financial intermediary affiliated to a self-regulatory organization according to the AMLA. With this agreement, MetaHash, in application of the FINMA guidelines for enquiries regarding the regulatory framework for initial coin offering, published on 16 February 2018 («FINMA ICO guidelines»), has fully delegated to Eidoo AG the execution of the AMLA requirements in relation to the acceptance of the funds that will be raised through the Coin Sale. According to the FINMA ICO guidelines and in consideration of the agreement concluded with Eidoo AG, MetaHash has not to be itself affiliated to an SRO or to be licensed by FINMA.
20. Regulatory authorities are carefully scrutinizing businesses and operations associated with cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect MetaHash's business and even limit or prevent it from developing future operations. Any person undertaking to acquire #MHC must be aware that the MetaHash business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdiction. In such case, any person undertaking to acquire #MHC acknowledges and understands that neither MetaHash nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.

21. MetaHash will do its best to launch all of its operations and further develop the MetaHash Platform. The MetaHash Platform will function and provide access and services at the closing of the Coin Sale. Depending on further potential developments of the MetaHash Platform, other services may be released and offered to the Users.
22. Acquiring #MHC shall not grant the Users any governance, right or influence over MetaHash's organization. These #MHC will be issued by a technical process referred to as a "Blockchain". This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. User acknowledge and understand therefore that MetaHash (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the #MHC, excepted in case of intentional misconduct or gross negligence.
23. The #MHC is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the #MHC to malfunction or operate in a way that is not expected.
24. Employees of MetaHash are allowed to operate with #MHC at market price if they are not in knowledge of information that may modify the price of the #MHC.

Representation and Warranties

25. By participating in the Coin Sale, the User agrees to the T&C and in particular, she/he/it represents and warrants that she/he/it:
 - i. is authorized and has full power to purchase #MHC according to the laws that apply in her/his/its jurisdiction of domicile/place of incorporation;
 - ii. YOU MAY NOT ACQUIRE ONE OR MORE #MHCs IF YOU ARE A CITIZEN, RESIDENT (FOR TAX OR OTHERWISE, INCLUDING AS A LAWFUL PERMANENT RESIDENT) OF THE UNITED STATES OF AMERICA.

However, and considering the uncertainty with the global regulatory framework, and in particular, the laws, rules, and regulations governing cryptocurrencies, crypto assets, and crypto technologies within the U.S., MetaHash shall undertake to conduct an offering of the #MHC within the U.S. per a Regulation D exemption, as defined in the U.S. Securities and Exchange Act of 1933, and both implemented and overseen by the U.S. Securities and Exchange Commission. Accordingly, and upon notification by MetaHash that the #MHC sale is being opened to U.S. citizens and/or residents, these Terms shall be updated to govern that offering of #MHC to U.S. citizens and/or residents. MetaHash AG will issue US #MHC sale Terms and conditions.
 - iii. is not a Chinese resident or entity nor is she/he/it purchasing #MHC or signing on behalf of a Chinese resident
 - iv. is not a South-Korean resident or entity nor is she/he/it purchasing #MHC or signing on behalf of a South-Korean resident;
 - v. lives in a jurisdiction which allows MetaHash to sell the #MHC through an Initial coin Offering (ICO) without requiring any local authorization and is in compliance with her/his/its local state and national laws and regulations when purchasing, selling and/or using the #MHC;
 - vi. does not live in a jurisdiction which is qualifying tokens issued through an Initial Coin Offering (ICO) as securities;
 - vii. is familiar with all related regulations in the specific jurisdiction in which she/he/it is based and that purchasing cryptographic Coins in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;

- viii. is not acting for the purpose of speculative investment;
- ix. will not use the Coin Sale for any illegal activity, including but not limited to money laundering and financing terrorism;
- x. is solely responsible for determining whether the acquisition of #MHC is appropriate for her/him/it;
- xi. is acquiring #MHC exclusively for use of the MetaHash Platform;
- xii. understands the risks associated with the Coin Sale (incl. the risks related to the non-development of MetaHash Platform and operations);
- xiii. understands the use of cryptocurrencies and its associated risks, and
- xiv. acknowledges and accepts that the Coin Sale is taking place within a Swiss legal environment that is still under development.

Intellectual Property Rights

- 26. To the extent that copyright trademark or any other intellectual property rights exist in the MetaHash Platform, such as software, know-how, analysis or programs, those existing and future copyrights and other intellectual and industrial rights (hereinafter "IP rights") belong solely to MetaHash and its affiliated companies and you as a buyer do not and will not have any related rights in such IP Rights.

Limitation of Liability

- 27. MetaHash, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors and anyone on its behalf, assumes no liability or responsibility for any loss raised from the Coin Sale, arising out of or related to the use of the MetaHash Platform or any technical interruption or malfunction of the MetaHash Platform.
- 28. The limitation of liability set out above shall not be applicable in the event that MetaHash, or a MetaHash-employee, has caused any damage by intentional misconduct or by gross negligence.

Severability

- 29. If any of the provisions of the T&C or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

Applicable Law and Jurisdiction

- 30. The T&C are subject to and governed by Swiss Law to the exclusion of Swiss International Private Law and any International Treaties. Any User and MetaHash agree to seek an amicable settlement prior to bringing any legal action. All disputes arising from or under these T&C and any other document related to the Coin Sale shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these rules. The arbitration panel shall consist of one arbitrator only. The seat of the arbitration shall be Zug, Switzerland. The arbitral proceedings shall be conducted in English.

If you have any questions about this document, please contact us at support@#MetaHash.org