

# CryptoTask Freelancing Token (CTF) ICO: Terms & Conditions

## **CRYPTOTASK ICO TERMS**

The following Terms and Conditions (“Terms”) govern the sale of CRYPTOTASK Tokens (“CTF”) to crowdsale participants (“Purchasers” collectively, and “Purchaser” individually), through the CRYPTOTASK’s website or any subdomain or part of WWW.CRYPTOTASK.ORG. The crowdsale will be conducted through a smart contract to be deployed on 20th November of 2017.

CTF token is an ERC20 compatible token.

This document describes the ICO (ICO) in which the CRYPTOTASK Token (“CTF”) is sold. It is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring CTF early in the ICO versus waiting to purchase CTF on open, thirdparty exchanges.

You are fully aware of and understand that you are not eligible to purchase any EterPay tokens if you are a citizen, resident (tax or otherwise) or green card holder of the United States of America. Ownership of CTF carries no rights express or implied.

Purchases of CTF are non- refundable. Purchasers should have no expectation of influence over governance of CRYPTOTASK.

By participating in the sale of CTF, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing CTF and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase CTF in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of CTF, now or in the future, CRYPTOTASK and its affiliates.

**WARNING: DO NOT PURCHASE CTF IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.**

Purchases of CTF should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (“BTC”), and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While CRYPTOTASK

will be available to assist Purchasers of CTF during and after the sale, CRYPTOTASK will not be responsible for lost ETH or CTF resulting from actions taken by, or omitted by Purchasers.

Note, in particular, that CTF Purchasers should take great care to write down their private keys and not lose it so as to be sure that they will be able to access their CTF when it becomes available after

the ICO. If you do not have such experience or expertise, then you should not purchase CTF or participate in the ICO of CTF.

**WARNING: CRYPTOGRAPHIC TOKENS MAY EXPERIENCE EXTREME PRICE VOLATILITY**

CRYPTOTASK tokens do not represent any formal or legally binding investment. Cryptographic tokens that possess value in public markets, such as ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A Purchaser of CTF should be prepared to expect similar fluctuations, both down and up, in the price of CTF denominated in ETH or United States dollars (“USD”) or currencies of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. CRYPTOTASK cannot and does not guarantee market liquidity for CTF and therefore there may be periods of time in which CTF is difficult to buy or sell. Additionally, due to different regulatory dictates in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of CTF may be markedly different in different countries and this would likely be reflected in significant price discrepancies. By purchasing CTF, you expressly acknowledge and represent that you fully understand that CTF may experience volatility in pricing and will not seek to hold CRYPTOTASK liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of CTF.

**WARNING: THE PURCHASE OF CTF ENTAILS A NUMBER OF RISKS.**

The purchase of CTF carries with it a number of risks. Prior to purchasing CTF, you should carefully consider the risks listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following risks are unacceptable to you, you should not purchase CTF.

By purchasing CTF, and to the extent permitted by law, you are agreeing not to hold CRYPTOTASK liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of CTF, including losses associated with the risks set forth below

# **TERMS AND CONDITIONS**

## **1. Overview of ICO of CTF Pre-sale and ICO**

Overview of ICO of CTF Pre-sale and ICO is to be conducted on its web site at <http://WWW.CRYPTOTASK.ORG>. (ICO). Purchasers in the ICO will acquire CTF in exchange for ETH at predefined sale prices. Purchasers of CTF in the ICO will be sent the correct token amount purchased to the wallet they made the purchase from. **DO NOT SEND FUNDS DIRECTLY FROM ANY CRYPTOCURRENCY EXCHANGE**, only send fund from wallets in which you personally control the private keys.

## **2. Disclosure of Purchases**

Disclosure of Purchases to enable CTF Purchasers to have as much information as possible to guide their decision-making process, CRYPTOTASK will disclose in real time the total funds collected in the CTF ICO to enable the Purchaser to develop an understanding of the size of the existing CRYPTOTASK funding pool at the time of their CTF purchase.

## **3. Purchase of CTF from the CRYPTOTASK Website**

Purchase of CTF from the CRYPTOTASK Website CRYPTOTASK.ORG will maintain a store interface, which can be used to purchase CTF. The store interface will be available on the CRYPTOTASK website (<HTTPS://WWW.CRYPTOTASK.ORG> or any subdomain of <WWW.CRYPTOTASK.ORG>). Instructions for purchasing CTF with ETH will be embedded and available for review on the CRYPTOTASK website during the duration of the ICO. Failure to follow these instructions may limit, delay, or prevent a Purchaser from obtaining CTF. Any questions about these instructions should be directed to [INFO@CRYPTOTASK.ORG](mailto:INFO@CRYPTOTASK.ORG).

## **4. Acceptance of Terms and Conditions**

Acceptance of Terms and Conditions of the CRYPTOTASK Token Sale As a first step in the purchase process, CRYPTOTASK will present the Purchaser with these Terms and associated documents. By placing an order for CTF, the Purchaser:

- consents and agrees to the Terms;
- represents and warrants that the Purchaser is legally permitted to purchase CTF in the Purchaser's jurisdiction and is legally
- permitted to receive CTF tokens;
- represents and warrants that the Purchaser is of a sufficient age to legally purchase CTF or has received permission from a legal guardian who has reviewed and agreed to these Terms;
- represents and warrants that the Purchaser will take sole responsibility for any restrictions and risks associated with the purchase of CTF as set forth below;
- represents and warrants that the Purchaser has an understanding of the usage and intricacies of cryptographic tokens, like ETH, and blockchain-based software systems.

## **5. Liability**

By purchasing CTF, and to the extent permitted by applicable law, the Purchaser agrees not to hold CRYPTOTASK liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to,

Purchaser's failure to secure their account.

## **6. Availability**

CTF Will Only Be Available For Sale on the CRYPTOTASK Website CRYPTOTASK will only sell CTF through the CRYPTOTASK website, available at <https://WWW.CRYPTOTASK.ORG>. To the extent that any third party website or service offers CTF for sale during the ICO or facilitates the sale or transfer of CTF in any way during the ICO, such third-party websites or services are not sanctioned by CRYPTOTASK or its affiliates. As a result, CRYPTOTASK prohibits the use of these third-party websites or services for the purchase of CTF prior to the end of the ICO.

## **7. Fraudulent Attempts**

Fraudulent Attempts to Double Spend ETH CRYPTOTASK will monitor all potential transactions for fraudulent attempts to double spend ETH. Any detected double spend of ETH will result in no CTF being delivered to the associated Purchaser.

## **8. Notice**

CRYPTOTASK Will Not Purchase CTF During ICO CRYPTOTASK warrants that it will not purchase CTF in its own sale. Furthermore CRYPTOTASK warrants that it will not purchase CTF from any third party, or acquire CTF in any manner, or acquire future control of CTF, during the period of the ICO.

## **9. Certain Risks Associated with the Purchase of CTF**

The purchase of CTF carries with it significant risk. Prior to purchasing CTF, the Purchaser should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase CTF.

- CTF will be stored in a wallet, which can only be accessed with a password selected by the Purchaser. If a Purchaser of CTF does not maintain an accurate record of their password, this may lead to the loss of CTF. As a result, Purchasers must safely store their password / private keys in one or more backup locations that are well separated from the primary location. In order to access one's CTF the password that the Purchaser entered is required; loss of this may lead to the loss of a Purchaser's CTF.
- Any third party that gains access to the Purchaser's Purchase Email may be able to gain access to the Purchaser's CTF. The Purchaser must take care not to respond to any inquiry regarding their purchase of CTF, including but not limited to, email requests purportedly coming from the website or a similar-looking domain.
- Cryptocurrencies have been the subject of regulatory scrutiny by various regulatory bodies around the globe. CRYPTOTASK could be impacted by one or more regulatory enquiries or regulatory action, which could impede or limit the ability of CRYPTOTASK to continue to develop their platform.
- It is possible that CRYPTOTASK will not be used by a large number of external businesses, individuals, and other organizations and that there will be limited public interest in the use of peer-to-peer currencies. Such a lack of interest could impact the development of the CRYPTOTASK Platform. CRYPTOTASK cannot predict the success of its own marketing efforts or the efforts of other third parties.

There is no guarantee of revenues or profits resulting from

the marketing activities of the CRYPTOTASK.

- The Purchaser recognizes that CRYPTOTASK's software is currently under development and may undergo significant changes before release. The Purchaser acknowledges that any expectations regarding the form and functionality of the Platform held by the Purchaser may not be met upon release of the Platform, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the CRYPTOTASK Platform.

- The Purchaser understands that while the CRYPTOTASK Team will make reasonable efforts to complete the core software, it is possible that an official completed version of the Platform may not be released and there may never be an operational CRYPTOTASK Platform.

- Hackers or other groups or organizations may attempt to steal the ETH revenue from the ICO. To account for this risk, CRYPTOTASK has and will continue to implement comprehensive security precautions to safeguard the ETH and cryptocurrency obtained from the sale of CTF. Multi-factor security measures will be taken to protect cryptocurrency and CTF including but not limited to physical elements, multi-signature keys, splitting of funds, hot/cold wallet partitioning and diversification. Moreover, regular security audits of hot and cold wallets will be conducted by internal and external teams.

- Advances in code cracking, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies and the CRYPTOTASK Platform, which could result in the theft or loss of CTF. To the extent possible, CRYPTOTASK intends to update the protocol underlying the CRYPTOTASK Platform to account for any advances in cryptography and to incorporate additional security measures, but cannot it cannot predict the future of cryptography or the success of any future security updates.

- The loss or destruction of a private key by CRYPTOTASK used to access may be irreversible. CRYPTOTASK's loss of access to its private keys or a data loss relating to CRYPTOTASK could adversely affect the value of CTF.

- CRYPTOTASK Platform is a new product, thus contributing to price volatility that could adversely affect the value of CTF. The factors affecting the further development of the digital assets industry, as well as the CRYPTOTASK Platform, include:

continued worldwide growth in the adoption and use of CTF and other digital assets; government and quasigovernment regulation of CTF and other digital assets and their use, or restrictions on or regulation of access to and operation of the CRYPTOTASK Platform or similar digital asset systems; the maintenance and development of the software of the CRYPTOTASK Platform; changes in consumer demographics and public tastes and preferences; the availability and popularity of other similar products; and general economic conditions and the regulatory environment relating to the CRYPTOTASK Platform and digital assets.

- Intellectual property rights claims may adversely affect the operation of the CRYPTOTASK Platform. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code.

Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the CRYPTOTASK Platform's long-term viability may adversely affect the value of CTF. Additionally, a meritorious intellectual property claim could prevent end-users from accessing the CRYPTOTASK Platform.

- Cryptocurrency exchanges on which CTF may trade may be relatively new and largely unregulated and may therefore be more exposed to fraud and failure than established, regulated exchanges for other products. To the extent that the cryptocurrency exchanges representing a substantial portion of the volume in CTF trading are involved in fraud or experience security failures or other operational issues, such cryptocurrency exchange failures may result in a reduction in the price and can adversely affect the value of CTF. A lack of stability in the cryptocurrency exchanges and the closure or temporary shutdown of cryptocurrency exchanges due to fraud, business failure, hackers or malware, or government-mandated regulation may reduce confidence in the CRYPTOTASK Platform and result in greater volatility in the price.
- Political or economic crises may motivate large-scale sales of CTF, which could result in a reduction in the price and adversely affect the value of CTF. Digital assets such as CTF, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of transacting, and it is unclear how such supply and demand will be impacted by geopolitical events. Large-scale sales of CTF would result in a reduction in the price.
- It is possible that a digital asset other than CTF could have features that make it more desirable to a material portion of the digital asset user base, resulting in a reduction in demand for CTF, which could have a negative impact on the use and price of CTF. It is possible that a comparable product could become materially popular due to either a perceived or exposed shortcoming of the CRYPTOTASK Platform that is not immediately addressed by the CRYPTOTASK Team, or a perceived advantage of a comparable product that includes features not incorporated into the CRYPTOTASK Platform. If this product obtains significant market share, it could have a negative impact on the demand for, and price of, CTF.
- CTF transactions are irrevocable and stolen or incorrectly transferred CTF may be irretrievable. As a result, any incorrectly executed CTF transactions could adversely affect the value of CTF. Cryptocurrency transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the host blockchain platform. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of CTF or a theft of CTF generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of CTF.
- It is possible that, due to any number of reasons, including without limitation the failure of business relationships or marketing strategies, that the CRYPTOTASK Platform and all subsequent marketing from the money raised from the same of CTF may fail to achieve success.

### **10. All Purchases of CTF Are Non-Refundable**

ALL PURCHASES OF CTF ARE FINAL. PURCHASES OF CTF ARE NON- REFUNDABLE. BY PURCHASING CTF, THE PURCHASER ACKNOWLEDGES THAT CRYPTOTASK IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE PURCHASER WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY CTF THAT IS NOT USED OR REMAINS UNUSED.

### **11. Taxation of CTF and Taxation Related to the ICO**

CRYPTOTASK makes no representations concerning the tax implications of the sale of CTF or the possession or use of CTF. The Purchaser bears the sole responsibility to determine if the purchase of CTF with ETH or the potential appreciation or depreciation in the value of CTF over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing CTF, and to the extent permitted by law, the Purchaser agrees not to hold any of the CRYPTOTASK Parties liable for any tax liability associated with or arising from the purchase of CTF.

### **12. Privacy**

CRYPTOTASK will not publish any identifying information related to CTF purchases, without the prior written consent of the Purchaser. Purchasers may be contacted by email by CRYPTOTASK regarding a purchase. Such emails will be informational only. CRYPTOTASK will not request any information from Purchasers in an email.

### **13. Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING CTF AT THE PURCHASER'S SOLE RISK AND THAT CTF IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE CRYPTOTASK PARTIES WARRANT THAT THE PROCESS FOR PURCHASING CTF WILL BE UNINTERRUPTED OR ERROR FREE.

### **14. Limitations Waiver of Liability**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, CTF OR THE CRYPTOTASK PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR REACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE CRYPTOTASK PARTIES SHALL 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 INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, CTF. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT CRYPTOTASK PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF CTF, AND THAT THE RISK OF PURCHASING CTF RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE CRYPTOTASK PARTIES BE LIABLE TO ANY PURCHASER FOR

MORE THAN THE AMOUNT THE PURCHASER MAY HAVE PAID TO CRYPTOTASK FOR THE PURCHASE OF CTF. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF CRYPTOTASK.

### **15. *Dispute Resolution***

- CRYPTOTASK and Purchaser (the “Parties”) agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this pre-sale and their respective rights and obligations hereunder arising under this Agreement (a “Dispute”).
- If the Parties, or their designated representatives, are unable to resolve the Dispute within ten (10) businessdays after referral of the matter to them, the Parties will submit the Dispute for resolution pursuant to paragraph c. of this Section.
- Except with respect to Disputes concerning (i) the right of either Party to apply to a court of competent jurisdiction for an interim or interlocutory injunction or other provisional remedy to preserve the status quo or prevent irreparable harm or (ii) any Disputes that may arise in connection with a breach of a Party’s obligations of confidentiality hereunder, if any Dispute is not resolved pursuant to paragraphs a. and b. above, the Parties will, acting reasonably, agree mutually on the forum for resolution of the Dispute by arbitration as set out in this Section.
- After the completion of the procedures set forth in paragraph b. and agreement by the Parties to enter into binding arbitration in accordance with paragraph c. of this Section, either Party may within thirty (30) calendar days refer the Dispute to arbitration by serving written notice of its intention to arbitrate the Dispute to the other Party.
- The arbitration will be conducted by a single arbitrator to be mutually agreed to by the Parties within three (3) business days following the date of the referral of the. Dispute to arbitration.
- The arbitrator will have reasonable expertise and experience in arbitrating commercial disputes involving agreements for the provision of consulting and contractual disputes.

### **16. *Force Majeure***

CRYPTOTASK is not liable for failure to perform solely caused by:

- unavoidable casualty
- delays in delivery of materials
- embargoes,
- government orders,
- acts of civil or military authorities
- acts by common carriers
- emergency conditions (including weather conditions), or
- any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the party injured by the other’s inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The



party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

### **17. Complete Agreement**

These Terms set forth the entire understanding between each Purchaser and CRYPTOTASK with respect to the purchase and sale of CTF. For facts relating to the sale and purchase, the Purchaser agrees to rely only on this document in determining purchase decisions and understands that this document governs the sale of CTF and supersedes any public statements about the ICO made by third parties or by CRYPTOTASK or individuals associated with any CRYPTOTASK parties, past and present and during the ICO. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this Agreement. This Agreement may only be amended by a written document duly executed by the parties.

### **18. Severability**

The Purchaser and CRYPTOTASK agree 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.

### **19. No Waiver**

The failure of CRYPTOTASK to require or enforce strict performance by the Purchaser of any provision of these Terms or CRYPTOTASK's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of CRYPTOTASK's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by CRYPTOTASK of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by CRYPTOTASK shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the Purchaser and a duly appointed officer, employee, or agent of CRYPTOTASK.

### **20. Updates**

Updates to the Terms and Conditions of the CTF ICO CRYPTOTASK reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the CRYPTOTASK website. Any Purchaser will be deemed to have accepted such changes by purchasing CTF. The Terms may not be otherwise amended except in a signed writing executed by both the Purchaser and CRYPTOTASK. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not purchase CTF.

## ***21. Cooperation with Legal Authorities***

CRYPTOTASK will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. CRYPTOTASK will endeavour to publish any legal enquiries upon receipt.