

*Before you accept the terms of this Agreement, remember that the information on the sites <http://tkeycoin.com/>, <http://tkeycoin.io/>, <http://tkeycoin.market/>, <http://tkeycoin.group/> on all relevant sites and subdomains related sites <http://tkeycoin.com/>, <http://tkeycoin.io/>, <http://tkeycoin.market/>, <http://tkeycoin.group/>, are provided as background information and do not constitute financial or professional advice.*

## **Agreement**

### **to use the portal Tkeycoin DAO**

**Updated 28 may 2018**

#### **1. Generalities.**

1.1. This User agreement (hereinafter referred to as the Agreement or Rules) establishes the procedure and consent of Users to the terms of use of all services, services of the platform Tkeycoin DAO and functions of Internet resources <http://tkeycoin.com/>, <http://tkeycoin.io/>, <http://tkeycoin.market/>, <http://tkeycoin.group/> on all relevant sites and subdomains related sites <http://tkeycoin.com/>, <http://tkeycoin.io/>, <http://tkeycoin.market/>, <http://tkeycoin.group/>, (hereinafter — the Portal or the Portal Tkeycoin, Portal Tkeycoin DAO, Platform Tkeycoin DAO).

This Agreement is an integral part of the "privacy Policy" posted on the Internet at <http://tkeycoin.com/doc/en/confidential.pdf>. These documents are valid at the same time, complement each other and are binding on all persons using the properties of Internet resources "tkeycoin.io" and "tkeycoin.com", "tkeycoin.market", " tkeycoin.group".

*Please read the risks associated with the use of the Tkeycoin Portal specified in the risk Notification [http://tkeycoin.com/doc/en/risk\\_disclosure.pdf](http://tkeycoin.com/doc/en/risk_disclosure.pdf) before you accept the terms of this Agreement.*

1.2. The functions of the Tkeycoin Portal are provided subject to the rules defined in this Agreement.

1.3. The agreement was developed in accordance with the current legislation of the Russian Federation. All relations arising in connection with the use of the Portal are governed by the current legislation of the Russian Federation, unless otherwise expressly stated in the Agreement or its annexes.

1.4. This Agreement in accordance with article 437 of the Civil code of the Russian Federation is a written public offer of the limited liability company "BUSINESS GENERATION" PSRN: 1173850022280, ITN: 3811446793, IEC: 381101001 and its affiliated person: LLC "BR" PSRN: 1143850019653, ITN: 3811179298, IEN: 381101001. Unconditional acceptance by the User of this Agreement (acceptance by the User of this offer in accordance with article 438 of the Civil code of the Russian Federation) is the Commission by the User of any of the following actions:

1.4.1. Registration on the Website;

1.4.2. Use of any service, service or feature of the Portal, regardless of registration.

1.4.3. Making A contribution for the Digital asset of TCD Portal Tkeycoin DAO.

1.5. The terms of this Agreement can be accepted by the User only in full. Partial refusal to comply with the terms of the Agreement is not allowed. The use of certain services of the Portal can be regulated by additional agreements and rules placed on the corresponding pages of the Portal. These documents are part of this Agreement and are binding on all users of the Portal when using the relevant services.

1.6. The user's reference to ignorance of the terms of this Agreement and its amendments shall not be the basis for the User's failure to comply with this Agreement. All actions taken by The user on the Portal are considered to be the actions of a person who is familiar with the terms of these rules and addenda to them and has accepted these rules.

1.7. The agreement is addressed to persons who have full legal capacity in accordance with the current civil legislation, otherwise the User is obliged not to use the Portal (including if the User is under 18 years of age at the time of using the Portal).

1.7.1. The user must have sufficient knowledge and experience in business and financial matters, including sufficient understanding of the blockchain technology, cryptographic currencies and other digital assets, smart contracts, storage mechanisms (digital or token-wallets, crypto wallets) of software systems based on the blockchain in order to assess the risks and benefits of use and purchase of Digital assets Tkeycoin (TCD) including the matters set forth in this Agreement.

1.7.2. The user acting as a legal entity must be officially registered and must act in accordance with the laws of the relevant jurisdiction, both at the place of registration and in each territory where the company does business.

1.8. The services and functions provided on the pages of the Portal are provided "as is" and may not be changed in accordance with the wishes of an individual or a group of persons, unless otherwise provided in this Agreement or its amendments.

1.9. This Agreement and its amendments may be changed by the Portal Administration without special personal notification of each Portal User. The procedure for changes and additions to this Agreement is regulated in section 11 of the Agreement.

1.10. After the user's approval of this Document (acceptance of the Offer) in the prescribed manner, the Agreement shall take effect And be subject to compliance by the parties.

1.11. The formation, signing and performance of this Agreement will not cause any breach, conflict with or contain, by default, the following materials, which may be distributed over time or upon notice:

1.11.1. Any provision of the buyer's organizational documents, if applicable;

1.11.2. The provision of any order, regulation or Ordinance to which the buyer is a party and with which It is associated or to which any of its tangible assets relates;

1.11.3. Any material agreement, obligation, or debt to which the buyer is a party or with which It is associated;

1.11.4. Any laws, regulations or rules applicable to the Buyer.

1.12. The implementation, delivery and performance hereunder shall not require the approval or other action of any governmental authority or person other than the User.

## 2. Basic terms and definitions

2.1. Portal Tkeycoin (also Portal, Website) – a set of data hosted on the Internet (web pages), United by a single theme and a single domain address space <http://tkeycoin.com/>, <http://tkeycoin.io/>, <http://tkeycoin.market/>, <http://tkeycoin.group/> on all relevant sites and subdomains related sites <http://tkeycoin.com/>, <http://tkeycoin.io/>, <http://tkeycoin.market/>, <http://tkeycoin.group/>, by means of which Users are granted access to the Personal account and the opportunity to purchase and store a Digital asset of TCD, in accordance with this Agreement, concluded between Users and the owner of the Portal on the basis of the provisions of article 421 of the civil code.

Home page of the Sites posted on the Internet at <http://tkeycoin.com/>, <http://tkeycoin.io/>, <http://tkeycoin.market/>, <http://tkeycoin.group/>.

2.2. **The tkeycoin DAO platform** - is a digital platform (which is not a legal entity) that uses the technology of distributed registry, accounting and access to information, digital services using TCD cryptocurrency.

2.3. **The owner of the Portal** -limited liability company "BUSINESS GENERATION" PSRN: 1173850022280, ITN: 3811446793, IEC: 381101001 and its affiliated person: LLC " BR " PSRN: 1143850019653, ITN: 3811179298, IEC: 381101001, which owns the rights of administration of the Portal. Contact information of the owner of the Portal, as well as other details are provided in section 11 of this Agreement.

- 2.4 **Administration of the Portal Tkeycoin DAO** – Portal Administration) - authorized employees of the Portal Owner who, in accordance with the granted authority, perform administration and technical support of the Portal.
- 2.5. **Affiliated person** — a natural or legal person capable of influencing the activities of legal entities and/or individuals engaged in entrepreneurial activities.
- 2.6. **Entrepreneurial activity** - is an independent activity carried out at its own risk, the purpose of which is the systematic profit from the use of property, the sale of goods, the performance of works or the provision of services by persons registered in this capacity in accordance with the law. (Article 2 of the civil code).
- 2.7. **Commercial activity** - is a set of processes, the activity of which is aimed at making the processes of purchase and sale of goods or services and making a profit by meeting the needs of consumers.
- 2.8. **Economic activity** - a set of actions at different levels of management, as a result of which people meet their needs through the production and exchange of tangible and intangible goods and services.
- 2.9. **COOKIES** - service information stored by the web server to the client browser.
- 2.10. **A WEB site** - is an Internet resource designed as a set of interconnected hypertext documents placed on a computer connected to the Internet and containing text, graphic images, hypertext links, as well as having a unique address on the Internet and available for viewing to an arbitrary number of visitors.
- 2.11. **Content** – any information and software content of the Portal, including but not limited to: texts, comments, announcements, photo and/or video materials, design elements, illustrations, scripts, computer programs (including games and applications), databases posted on the Portal.
- 2.12. **Portal Users (Users)** – all individuals, legal entities (residents and non-residents) or individual entrepreneurs with the ability to visually familiarize themselves with posted on the sites <http://tkeycoin.com/>, <http://tkeycoin.io/>, <http://tkeycoin.market/>, <http://tkeycoin.group/>, on all relevant sites and subdomains related sites <http://tkeycoin.com/>, <http://tkeycoin.io/>, <http://tkeycoin.market/>, <http://tkeycoin.group/>, information that in one way or another use the services, services and functions of The tkeycoin DAO Portal, regardless of whether they have registered on the Portal or not.
- 2.13. **User registration** - the established procedure, after which the User is assigned an individual password and login. User registration allows you to identify a specific person.
- 2.14. **Login and Password** — a unique set of characters created by the owner of the Portal during Registration, designed to access your personal account.
- 2.15. **Personal page of the User (also – the Profile, Personal account, Account)** – part of the Portal Tkeycoin DAO in the form of web pages (web pages) located in the Internet at the following address: <https://tkeycoin.market/>, which is automatically created for the User after registration. The user uses the functions and services of the Tkeycoin DAO Portal with the help of the functions placed on the personal page.
- 2.16. **Blockchain technology** - is a way of storing data or a digital register of transactions, transactions, contracts.
- 2.17. **Smart contract** - is a computer algorithm designed to conclude and maintain commercial contracts in blockchain technology.
- 2.16. **Cryptocurrency** - is a digital asset, the unit of which is a coin. The coin is protected against forgery, because it is encrypted information that can not be copied (the use of cryptography and identified prefix "crypto" in the title).
- 2.17. **TCD cryptocurrency (TCD Coin, Tkeycoin TCD)** - is a digital currency used in the tkeycoin Dao platform and beyond its borders, expressed in the form of a cryptographic algorithm in a decentralized distributed database (Blockchain), the property value of which is determined by market relations and its price on specialized exchanges.
- 2.18. **"TCD"** - is a conventional unit designations digital assets Portal Tkeycoin and digital currency Platform Tkeycoin DAO.

2.19. **A conventional unit of designation** - is a unified graphic, alphabetic, digital, mixed image or text formulation that displays the characteristic, functional purpose, the principle of operation, the totality of the result, the impact on something or the result itself.

2.20. **Digital asset TCD** - the exchange or storage facility within the Tkeycoin DAO Portal, which does not have all the attributes of a real currency, the digital asset of the TCD is not a currency, security or payment instrument, and does not have a legal status. Property value is determined on a voluntary basis between the Parties and third parties by agreement. An asset may be subject to purchase and sale, but is not an investment, currency, security, commodity, swap (for currency, security, commodity), or any other financial instrument.

2.21. **E-wallet Tkeycoin** — provided by the Platform Tkeycoin DAO interface that allows you to receive, store and transfer the cryptocurrency TCD other Users of the Platform with the use of computers, mobile devices, including by the installation on these devices special software.

2.22. **Portal Owner services** - as goods (Services) the Portal Owner considers providing access to the user's personal account on the Portal and all its functions or content that can be downloaded from the website or received to the User's e-mail address.

2.28. **A contribution** - is a voluntary payment of a digital asset through the use of the Portal.

2.29. **Digital delivery (goods) of services** - as goods (services) with digital delivery, the owner of the Portal considers the services Of the owner of the Portal or content that can be downloaded from the website or received to the user's e-mail address.

2.30. **A contract of purchase of a digital asset TCD** - is a prisoner on the basis of article 421 of GK of the Russian Federation the contract of the head-on all sides of the Digital asset TCD. The agreement shall be deemed to be executed from the moment The parties transfer The digital assets of TCD specified in the agreement to the user's personal account.

2.31. Terms not included in this section can be given an interpretation in the other sections and articles of this Agreement.

### **3. Registration on the Portal and Acquisition of Digital Assets TCD**

3.1. User registration on the Portal is voluntary and free.

3.2. User registration is done at: <http://tkeycoin.market/> and on all relevant sites and subdomains related to the site <http://tkeycoin.market/>.

3.3. Login to the User's personal account is carried out at: <http://tkeycoin.market/>.

3.4. When registering on the Portal, the User is obliged to provide the necessary reliable and relevant information for the formation of the User's personal page.

3.5. If the User makes a Contribution, this Agreement acquires The status Of a contract for the acquisition of a Digital asset TCD, the subject and conditions of which will be:

3.6.1. The Portal owner (Seller) undertakes to transfer to the User (Buyer) the Digital asset of TCD (hereinafter - Digital Asset), and the User (Buyer) undertakes to pay and accept the digital asset in accordance with the provisions of this Agreement.

3.6.2. The price of the Digital asset TCD and conditions of purchase set out in document <https://tkeycoin.com/doc/en/coinsale.pdf> and information available the website **tkeycoin.market** at the time of payment of the Digital asset by the User.

3.6.3. The property value of a Digital asset is recognized solely on the basis of an agreement between the parties. It is not considered by the parties as a means of payment, investment, currency, security, commodity, swap (for currency, security, commodity), or any other financial instrument.

3.6.4 Any User (Buyer) Of digital assets of Tkeycoin (TCD) confirms and agrees that he / she may lose the entire amount or part of it paid in exchange for digital assets of Tkeycoin (TCD), regardless of the date of the transaction.

3.6.5. Access to or use of or receipt of or purchase Of digital assets by Tkeycoin (TCD) through any means other than the Site is unauthorized from the point of view of the Tkeycoin DAO and cannot in any way be agreed by the Parties. The buyer should be very careful and make sure that the website used to purchase the TCD has the following URL: **tkeycoin.market**

3.6.6. The user (Buyer) undertakes to pay for the Digital assets he / she acquires.

3.6.7. The user confirms that the funds, including virtual currency or cryptocurrency, that the User uses to acquire digital assets of Tkeycoin (TCD), are not associated with any illegal activity, including money laundering or terrorist financing.

3.6.8 all payments of the User in accordance with this Agreement will be made only on behalf of the User.

3.6.9. The Portal owner (Seller) is obliged to transfer the digital asset to the User (Buyer) within 5 (five) working days after receiving payment from the User (Buyer).

3.6.10. The contract for the acquisition of a Digital asset from the moment of transfer of funds by the User (Buyer) to the owner of the Portal (Seller) by means of non-cash payment in Russian rubles using payment systems Visa, MasterCard, WebMoney, Yandex.Money or other convenient ways or by cash or non-cash payment, or by payment to the account of the owner of the Portal (Seller) is concluded (accepted).

3.6.11. Terms of crediting funds to the account of the Portal Owner (Seller) may be up to 3 (three) banking days and do not depend on the Portal Owner (Seller).

3.6.12. The fact of acceptance-transfer by the owner of the Portal (Seller) of the Digital asset to the User (Buyer), is the presence of the credited amount of the digital asset in the personal account of the User (Buyer).

3.6.13. The contract for the acquisition of a digital asset from the moment of transfer to the User (Buyer) of a Digital asset in the personal account of the User (Buyer) is executed.

3.7. Payment of the Fee by the User is also an Acceptance of this Agreement.

3.8. Digital assets (TCD) are not software, securities, commodities, swaps on securities or financial instrument of any kind.

3.9. Buying and selling Digital assets Tkeycoin (TCD) does not fall under any of the laws regulating these types of financial instruments.

3.10. Digital assets of Tkeycoin (TCD) are not investment instruments. Participation of the User (Buyer) in the distribution Of digital assets of Tkeycoin (TCD) may not be for investment purposes. Digital assets of Tkeycoin (TCD) are not intended for investment and should not be considered as a type of investment as provided by national legislation.

3.11. The user waives the right to demand the refund of the amount paid as a Contribution in accordance with this paragraph of the Agreement and the legislation of the Russian Federation.

3.12. Access to the User's personal page (personal account) is provided by registration on the Portal. The user is assigned a unique login And Password for each User to access the personal page (personal account) of the Portal.

3.13. The services of the Portal Owner are considered to be transferred and performed properly to the User after granting access in accordance with paragraph 4.9. present agreement.

3.14. The services of the Portal Owner are sent automatically by means of digital delivery of goods (services) to the User's personal account or to the specified e-mail address of the User.

3.15. The user is responsible for the accuracy, relevance and completeness of the information provided during registration and its purity from third-party claims.

3.16. By accepting the terms of this Agreement by registering on the Site, the User, in the case of posting on the Site information related to personal data in accordance with the legislation of the Russian Federation, agrees to their processing both with the use of automation and without the use of automation, in particular, but not exclusively: collection, storage, transfer to third parties and use of information by the owner of the Portal in order to fulfill obligations to the User in accordance with this Agreement.

3.17. The login and password chosen by the User are necessary and sufficient information for the User's access to the User's Personal page. The user has no right to transfer his / her login and password to third parties, is fully responsible for their safety, independently choosing the way of their storage.

3.18. If the User does not prove the opposite, any actions performed using his / her login and password are considered to be performed by the respective User. In case of unauthorized access to the login and password and / or the User's personal page, or the dissemination of the login and password, the User is obliged to immediately notify the Portal Administration by sending an e-mail to the address [support@tkey.biz](mailto:support@tkey.biz).

3.19. By accepting this Agreement, the User agrees to receive information and advertising materials of the Portal both via e-mail and using sms-messages to the mobile phone specified by the User on the Portal during registration. If the User does not wish to receive the information specified in this paragraph, he must request the cancellation of the information by sending an e-mail to the address [support@tkey.biz](mailto:support@tkey.biz) or change the corresponding notification settings on the User's Personal page.

3.20. If the User during registration or during the further use of the functions and services of the Portal provides the wrong information, or from the Administration Portal, there is reason to believe that the User-supplied information is incomplete and/or inaccurate, the Administration of the Portal has the right, at its sole discretion to block access to the User's Personal page or the Portal in General for the User and deny User's access to the Website with prior notice or without it.

3.21. The user has the right at any time, provided that he has fulfilled all the obligations assumed on the Portal to third parties, to delete his personal page of the User and all the information contained therein.

3.22. To delete a Personal page, the User sends a notification to the Portal Administration by e - mail [support@tkey.biz](mailto:support@tkey.biz) , which indicates: the statement on the termination of the use of personal page, reports the email address and password. The administration of the Portal has the right to request additional data, allowing to identify the User as a person who has the right to dispose of the relevant Personal Page. Failure to provide these data is the basis for refusal of the application.

3.23. Access to the Portal is available 24 hours a day (except when technical work is carried out). The owner of the Portal is not responsible if access to the Portal is limited due to the lack of access to the Internet.

3.24. The administration of the Portal is not bound by any terms in fulfilling the requirement to delete the User's Personal page.

3.25. The user gives his / her consent to the storage of personal (personal) information of The user by the Portal Owner after the removal of the User's Personal page.

#### **4. Special conditions of the order Of conversion of Digital assets of TCD into Cryptocurrency TCD:**

4.1. After the Portal Tkeycoin DAO will be transformed into a Platform Tkeycoin DAO, Digital asset TCD is converted into Cryptocurrency TCD.

4.2. At the time of conversion Of the portal Tkeycoin DAO Into the platform Tkeycoin DAO, digital assets of TCD accumulated by Users will be converted into cryptocurrency TCD and credited to the electronic wallets Tkeycoin by means of a smart contract.

4.3. The maximum possible date of Conversion Of the portal Tkeycoin DAO to the Platform Tkeycoin DAO is dated 01.08.2009. The owner of the Portal directs all possible efforts to carry out the transformation before the deadline.

4.4. The owner of the Portal notifies and the User agrees that the date specified in paragraph 4.3. can be changed by the Portal Owner.

4.5. After transformation of the Portal Tkeycoin DAO to DAO Tkeycoin Platform, the Platform Tkeycoin DAO becomes decentralized Platform, this means that the Platform Tkeycoin DAO will have a legal entity and will be based on the equality of its participants, with the authors and developers will be the owners of the Portal Tkeycoin DAO.

4.6. The owner of the Portal has developed a document called "White Paper", available at <https://tkeycoin.com/doc/en/whitepaper.pdf>, which contains information about the Tkeycoin DAO platform.

4.7. "White Paper" may be amended or supplemented from time to time. The user confirms that he / she has read, understood and agreed with the content of "White Paper". The user must regularly check the website for any changes to the White Paper.

## **5. Rights and obligations of the Portal User**

5.1. Any User, regardless of registration (authorization) on the Portal is obliged:

5.1.1. To comply with this Agreement and other rules, the terms of which are posted on the Portal.

5.1.2. Do not post information and objects on the Portal pages (including links to them) that may violate the legislation of the Russian Federation or the rights and interests of other persons.

5.1.3. In case of doubts about the legality of certain actions on the Portal, including the placement of information or access to it to refrain from carrying out such actions.

5.1.4. At the request of the Administration, the User shall immediately provide any information and documents that the Administration deems necessary to comply with any laws, regulations, rules or agreements, including, without limitation, legal process. These documents include passport, driver's license, utility bills, photos of persons associated with the User, government identification cards, sworn statements or other documents. The user agrees to provide such information and documents to the administration of the Portal within the framework of compliance with applicable laws, regulations, rules or agreements. The user acknowledges that the Administration may refuse to grant Digital asset Tkeycoin (TCD) or using the Portal Tkeycoin DAO as long as the requested information is not provided.

5.1.5. To the extent required by the relevant legislation, the User is obliged to comply with all requirements for combating money laundering and the financing of terrorism.

5.1.6. The user undertakes not to use digital assets of Tkeycoin (TCD) to Finance or support any illegal activities.

5.1.7. The user is obliged to regularly check this Agreement and other related documents together for any changes in them.

5.2. Any person using the resources of the Portal, including any registered and unregistered User, is prohibited:

5.2.1. Use the Portal in any way that violates the terms of this Agreement and / or the provisions of the law, depending on the jurisdiction of the User;

5.2.2. To mislead, defame, insult, threaten or in any other way infringe the rights and freedoms of other users of the Portal and / or any other third parties;

5.2.3. Copy, modify, delete, Supplement, publish, transfer the objects of rights to the results of the intellectual property of the Portal Owner, other Users and/or any other third parties, create derivative works, produce or sell products based on them, reproduce, display or otherwise exploit or use such rights of third parties without the Express permission of their owners;

5.2.4. Use the Portal in a malicious way or in a way that may disrupt the normal and uninterrupted functioning of the Site;

5.2.5. To access or attempt to access the Site or any part/function of the Site, or any network connected to the Site, in an unauthorized manner;

5.2.6. Without the consent of other Users or other third parties to post any personal information relating to such persons, to carry out illegal collection and / or processing of personal data of other Users and / or other third parties;

5.2.7. To mislead Users and / or third parties as to your identity;

5.2.8. Use any device, program or process, algorithm or any other automatic device to access, acquire, copy, or track any part of the Site, bypassing the site's navigation system, to obtain or attempt to obtain any materials, documents, or information through any means not specifically provided through the Site.

## **6. Rights and obligations of the Portal Administration, the Portal Owner**

6.1. The administration of the Portal has the right to remove or limit (block) access to any information posted on the Site, as well as to block access of any User to the Site without prior notice to the latter and without explanation of such action by the administration of the Portal.

6.2. The administration reserves the right to refuse or cancel Requests to purchase digital assets of Tkeycoin (TCD) at any time at its discretion.

6.3. In accordance with international industry regulatory standards, including "combating money laundering" (Anti-Money Laundering / AML) , "Know your customer" (KYC) and countering the financing of terrorism (CTF), Tkeycoin DAO may require that users authenticate the identity of the user. This entails the collection of formal identification.

6.4. The administration of the Portal has the right to send the User information about the development of the portal and its services, as well as to advertise its own activities and services, as well as the activities of third parties.

6.5. The administration of the Portal is not obliged to carry out a preliminary check, moderation or censorship of Users ' information. As a General rule, the Portal Administration takes actions to protect the rights and interests of persons and ensure compliance with the requirements of the legislation of the Russian Federation only after the interested person addresses the Site Administration in accordance with the established procedure.

6.6. The administration of the Portal reserves the right to change the design of any pages of the Portal, their content, list of services and functions, change or Supplement the scripts, software and other objects, any server applications with or without prior notice to Users.

6.7. The administration ensures the functioning and operability of the Portal and undertakes to restore its operability in the event of technical failures and interruptions. The administration of the Portal is not responsible for temporary failures and interruptions in the work of the Portal and the loss of information caused by them. The administration is not responsible for any damage to the computer or other device of the User or any other person, any other equipment or software caused by or related to the download of materials or links posted on the Portal.

6.8. The administration of the Portal has the right to dispose of statistical information related to the operation of the Portal, the information provided by you, as well as information of other Users to ensure the targeted display of advertising information to different audiences of the Portal. For the purposes of the organization of the functioning and technical support of the Portal and the execution of this Agreement and other rules posted on the Portal, as well as the current legislation, the Portal Administration has the technical ability to access the personal pages of Users, which is implemented in the cases established by this Agreement.

## **7. Intellectual rights**

7.1. The exclusive rights to all software components on the basis of which the services and functions of the Portal operate, to the design of pages, as well as the sub-domain names formed on its basis, the corresponding logos belong to the owner of the Portal and can not be used without the written consent of the Owner.

7.2. Any user of the Portal has the right to use the functions and services of the Portal only to perform those tasks for which the specified services and functions are intended. The user of the Portal shall not copy or modify the provided software of the Portal; create programs derived from the software of the Portal; penetrate the



software of the Portal in order to obtain program codes, alienate and/or otherwise transfer to third parties in any form the rights granted in respect of the software of the Portal.

7.3. All exclusive rights to the Content (except for the software owned by the owner of the Portal), posted on the Site, belong to their Owners. The user may not violate the intellectual rights of third parties.

7.4. In case of violation by the User of intellectual rights of third parties and the owner of the Portal, the Portal Administration has the right to remove from the Site the User's personal page, including all data, including the Content submitted by the User.

7.5. The portal may contain links to other resources on the Internet owned by third parties. The owner and The administration of the Portal are not responsible for any information posted on third-party sites to which the User gets access through the Portal or through the content of third parties. When moving from the pages of the Portal to the pages of Internet resources of third parties, the Portal is not obliged to warn the User about such a transition and its consequences.

## **8. Finance & payment**

8.1. Some of the functions of the Portal are provided to Users free of charge, which does not exclude the introduction of certain paid functions (services).

8.2. In case of purchase of goods (services of the owner of the Portal), offers of which are placed on the pages of the Portal, the User is obliged to carefully read the terms and procedure for their purchase. All relevant services and functions are accompanied by necessary and sufficient explanations. If you are not familiar with the rules of use of the relevant services (functions), you should refrain from using such services (services). The reference to the absence and / or ambiguity of explanations is not a reason to release the User from possible risks.

8.3. The user performs actions related to the payment of a Fee, made by the User using payment systems in accordance with the rules established by the relevant payment system.

8.5. When performing actions related to the payment of a Fee, it is necessary to pay attention to the fact that, depending on the method of replenishment by different payment systems, different types of commissions can be established. The User shall bear the costs of payment of these fees.

8.6. When you pay the Fee for the Digital asset on the TCD website <http://tkeycoin.market/> and on all relevant sites and subdomains related to the site <http://tkeycoin.market/> User will be redirected to the page of electronic payment service or payment system.

8.7. All data entered by the User on the payment form of the electronic payment service or payment system is fully protected in accordance with the requirements of the PCI DSS security standard. The owner of the Portal receives information only about the payment made by the User.

8.8. An email message about payment authorization will be sent to the e-mail address specified by the User when making a payment. Information about the payment of the User can go to the owner of the Portal from 5 seconds to 24 hours.

8.10. The owner of the Portal reserves the right to disconnect the User from the possibility of receiving Services, without the right to a refund, in case of violation of generally accepted norms and rules of conduct, abnormal, rude and offensive statements to the owner of the Portal, or the use of software that complicates or makes it impossible to provide Services.

## **9. Guarantees and liability**

9.1. The portal does not assume any responsibility for the compliance of the service or function with the goals of a particular User and as a result does not guarantee that: services and functions will meet the personal requirements of the User, including with respect to continuity, speed, reliability, correctness.

9.2. Information (information) obtained by the User using the services and functions of the Portal, the User uses at his own risk, the User is responsible for any damage that may be caused to his computer and his data as a result of downloading information (information) Portal.

9.3. Under any circumstances, the responsibility of the owner of the Portal in accordance with article 15 of the Civil code of Russia is limited to 10 000 (ten thousand) rubles and is assigned to him if there is guilt in his actions.

9.4. The deletion of the User's Personal page does not automatically mean the deletion of all information posted on it, as well as all information entered by the User during registration.

9.5. All statements of profit or income, as well as examples of profit or income that can be placed in information and consulting materials and on the website of the Portal Owner, are only a prognostic assessment of possible earnings and do not guarantee its receipt.

9.6. When specifying the specific amount of income of individuals or businesses, commercial activities are not guaranteed to receive the same income by the User.

9.7. Considering the expected profit guaranteed, the User assumes the risk of not receiving it.

9.8. Any statements posted in the information, consulting materials and on the website of the Portal Owner regarding the possible profit are not considered to be the average amount of earnings.

9.9. There is no assurance that any prior successes or results of income-related activities can be used as an indication of subsequent financial results.

9.10. The amount of income and its monetary expression are based on many factors. The owner of the Portal does not have information about the success of the User's activities in the future and does not guarantee the ensuing probability of obtaining any large, small or any money. The owner does not guarantee that the User will receive similar amounts.

9.11. Doing business on the Internet and making profits associated with it are associated with uncertain risks. The decision on the occupation of these kinds of activities cannot be based on any information contained in the information materials and on the website of the Owner relating to income and investment presented on other websites of the Owner and shall be accepted exclusively subject to possible significant loss or non-receipt of profit.

9.12. All the services of the Portal Owner and the information provided on the Portal are intended solely for educational or informational purposes and are subject to the use of caution and under the supervision of qualified professionals. Before starting the activity on the basis of this or other information, the owner of the Portal recommends the User to get advice from an accountant, lawyer or professional consultant.

9.13. Portal users and visitors to the websites of the Portal Owner should rely on their common sense and rely on their own strength in making decisions regarding business, acquisition of Digital assets of TCD, profit or business. All information provided regarding the Portal must be independently peer-reviewed by qualified professionals.

9.14. The information and services presented on the information materials and on the websites of the Portal Owner are subject to careful analysis and evaluation before making a decision on doing business, on their compliance with reality.

9.15. The User hereby agrees that the owner of the Portal is not responsible for the correctness or error of the decisions made by the User regarding the business, the acquisition of Digital assets TCD, with respect to any information provided by the owner of the Portal, as well as products or services Of the owner of the Portal.

## **10. Changing the terms of Use agreement**

10.1. This Agreement may be amended by the Administration unilaterally without any special notification.

10.2. On the change (addition) of this Agreement (Rules), a notification is placed on the Portal's start page in the lower right or left corner. The administration of the Portal is not bound by any minimum or pre-established period of entry into force of changes (additions) to this Agreement. The user using the functions and services of the Portal, regardless of the presence of registration (authorization) is considered to have read this Agreement in the latest version and accepted it in full. In case of disagreement with the new version of the Agreement, the User is obliged to refuse to use the Portal.

10.3. This Agreement is an offer and by virtue of the current civil legislation Of the Russian Federation, the owner of the Portal has the right to withdraw the offer in accordance with article 436 of the civil code. In case of revocation of this Agreement by the proprietor during the period of its validity the present Agreement is considered terminated from the moment of withdrawal. Feedback is carried out by posting relevant information on the site <http://tkeycoin.com/> .

10.4. Pages posted on social networks at: <https://twitter.com/tkeycoin> , <https://t.me/tkeycoin> , <https://medium.com/@tkeycoin> , <https://vk.com/tkeycoin> may be additional rules regulating the Administration Portal Tkeycoin DAO, as well as rules for the use of these web sites.

## 11. Final provision

11.1. This Agreement is applied in accordance with the legislation of the Russian Federation. Issues not regulated by the Agreement shall be resolved in accordance with the legislation of the Russian Federation.

11.2. This Agreement is made in Russian. The agreement set out in another language is an additional version of this Agreement. In case of discrepancy between the Russian version of the Agreement and the additional version in another language, the provisions of the Russian version of this Agreement shall apply.

11.3. The invalidity of a particular provision of the Agreement does not entail the invalidity of the remaining terms of the Agreement.

11.4. In case of disputes or disagreements related to the execution of this Agreement, The users and the administration of the Portal will make every effort to resolve them through negotiations. If the disputes are not resolved through negotiations, the disputes shall be settled in the manner established by the current legislation of the Russian Federation.

11.5. The current version is always available on the webpage at: <http://tkeycoin.com/doc/en/tkeycoin-agreement.pdf>

### 11.6. Details Of The Owner Of The Portal:

The limited liability company "BUSINESS GENERATION»

PSRN: 1173850022280 ITN: 3811446793 IEC: 381101001

Phone: + 7 (499) 899-45-89

### Bank details of the Owner of the Portal:

Current account: 40702810212500001257 at the Point of PJSC Bank "OTKRITIE" Moscow

Corr. Score: 30101810845250000999 BIC: 044525999

### Affiliate of the Portal Owner:

LLC "BR» PSRN: 1143850019653 ITN: 3811179298 IEC: 381101001

### Bank details of the affiliate of the Owner:

Account: 40702810412500001688 in Point of PJSC Bank "FC OTKRITIE", Moscow

Corr. Score: 30101810845250000999 BIC: 044525999

Phone: + 7 (499) 899-45-89

E-mail address for communication on issues related to the use of the Portal: [support@tkey.biz](mailto:support@tkey.biz)

Claims and legal issues: [law-department@tkey.biz](mailto:law-department@tkey.biz)