

RAYS NETWORK ICO T&C'S

RAYS NETWORK LTD

TOKEN PURCHASE TERMS AND CONDITIONS

Dated: 15-06-2018

THESE TERMS AND CONDITIONS (THE “**TERMS**”) ARE THE TERMS AND CONDITIONS ON WHICH RAYS NETWORK LIMITED (THE “**COMPANY**”) OFFER THE RAYS NETWORK TOKEN (DEFINED BELOW) AND ON WHICH THE BUYER (THE “BUYER” AND/OR “YOU”) HEREBY ACKNOWLEDGE THE TERMS ON WHICH THE RAYS NETWORK TOKEN ARE OFFERED AND PURCHASED.

THE RAYS NETWORK TOKEN WILL NOT BE AVAILABLE TO INDIVIDUALS OR ENTITIES THAT ARE ORDINARILY RESIDENT IN THE UNITED STATES OF AMERICA, SYRIA, PAKISTAN, SUDAN, NORTH KOREA OR THE PEOPLE'S REPUBLIC OF CHINA.

PLEASE READ THESE TERMS CAREFULLY. BY MAKING A CONTRIBUTION TO THE COMPANY FOR THE PURCHASE OF ANY RAYS NETWORK TOKEN FROM THE COMPANY DURING THE CONTRIBUTION PERIOD (AS DEFINED BELOW), YOU WILL BE BOUND BY THESE TERMS. THESE TERMS ARE TO BE READ SUBJECT TO AND IN CONJUNCTION WITH THE WHITEPAPER (AS DEFINED BELOW).

BY ACCEPTING THESE TERMS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH THE COMPANY. THESE TERMS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. NOTE THAT CLAUSE 13 CONTAINS A BINDING ARBITRATION CLAUSE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF RAYS NETWORK TOKEN AND NAVIGATE AWAY FROM THIS WEBSITE (AS DEFINED BELOW).

THE COMPANY HAS THE RIGHT TO AMEND THESE TERMS IF THERE IS ANY CHANGE OF LAWS OR REGULATIONS, OR ANY NEW OR SMENDED INTERPRETATION OF SUCH LAWS OR REGULATION, OR ANY ACTION BY ANY REGULATOR OR PUBLIC AUTHORITY WHICH MAY, DIRECTLY OR INDIRECTLY, AFFECT THE COIN SALE, THE PROJECT, RAYS NETWORK TOKEN, THE COMPANY AND/OR THE BUYERS. THE BUYERS CONTINUED USE OF THE WEBSITE OR PURCHASING AREA AFTER ANY AMENDMENTS OR

ALTERATIONS OF THESE TERMS SHALL CONSTITUTE THE BUYERS CONSENT HERETO AND ACCEPTANCE HEREOF.

1. The Company

1.1 The Company is incorporated and registered under the laws of United Kingdom with registration number 11367442

1.2 The Company is the creator and owner of the RAYS NETWORK TOKEN .

1.3 The Company is willing to offer the RAYS NETWORK TOKEN as subject to the Terms

1.4 The Company may be contacted by email contact@rays.network

2. Definitions

2.1 In these Terms, the following words shall have the following definitions:

RAYS TOKEN - means the digital token generated and distributed by the Company on the Ethereum ledger in accordance with ERC-20 standard.

Bitcoin - means the decentralized cryptocurrency built on a blockchain

Bounty Programs - means person(s) providing services of bug reporting, improving aspects of the cryptocurrency framework, translations in favor of the Company and similar services.

Buyer - means a person who makes a Contribution and is not ordinarily resident in the United States of America, Syria, Sudan, Pakistan, North Korea or the People's Republic of China.

Contribution - means the contribution made by the Buyer to the Company for the RAYS TOKEN

Contribution Period - means the designated period within which the RAYS TOKEN can be purchased and more particularly detailed in the Whitepaper.

Data Controller - means a "data controller" as defined in the Data Protection Act 2018.

Data Subject – means a "data subject" as defined in the Data Protection Act 2018.

Ethereum - means the decentralized online platform that enables smart contracts and distributed applications to be built and run on a blockchain.

ICO – means the initial coin offering of RAYS NETWORK TOKEN .

Insolvent – means "insolvent" as defined in the Insolvency Act 2000.

Intellectual Property - means any and all patents, rights to inventions, copyright and related rights, moral rights, trademarks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Personal Data - means “personal data” as defined in the Data Protection Act 2018.

Whitepaper - means the Whitepaper issued by the Company on 15.06.2018 in which the Company details the terms of each of its Token Offerings and can be found on the Website.

Shield - - means the decentralized cryptocurrency built on a blockchain

Tax - means all forms of taxation, duties, imports, levies, withholding, taxes, rates and charges of whatsoever nature whether in United Kingdom or elsewhere in any part of the world wherever or whenever, created or imposed and includes (without limitation) corporation tax, advance corporation tax, income tax, VAT, customs and other import duties, excise duties, stamp duty, stamp duty reserve tax, stamp duty land tax, capital duty, social insurance contributions, foreign taxation and any payment whatsoever which any party may be or become bound to make to any authority in any jurisdiction where he resides and/or carries on business.

Third Party Claims - means the defined in clause 8.

Token Distribution – means the distribution of RAYS TOKENS by the Company

Token Offerings – means: Private Sale, Pre-Sale and ICO, as detailed in the Whitepaper

Warranties – means the warranties in schedule 1 to these TERMS

Website – means the Company’s website www.rays.network

2.2 Unless otherwise stated, all references to a legislative provision shall be construed as including references to:

- (a) Legislative provisions in United Kingdom;
- (b) any legislative provision which modifies, consolidates, re-enacts or supersedes it;
- (c) any subordinate and/or subsidiary legislation;
- (d) any legislative provisions of which it is a consolidation, re-enactment or modification pursuant to it.

2.3 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; references to a “person” include any individual, firm, partnership, association, joint venture, state, agency of state, unincorporated association or body corporate (whether or not having a separate legal personality); references to any gender include all genders.

2.4 Unless otherwise stated, a reference to a Clause, sub Clause or Schedule is a reference to a clause or subclause of, or a schedule to, these Terms.

2.5 Clause headings are for ease of reference only and shall not affect the construction of these Terms.

2.6 A reference to:

- (a) any Party includes its successors in title and permitted assigns; and
- (b) any provision of this agreement is to that provision as amended in accordance with the terms of this agreement.

2.7 General words shall not be given a restrictive meaning:

- (a) if they are introduced by the word “other” by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
- (b) by reason of the fact that they are followed by particular examples intended to be embraced by those general words.

2.8 The *ejusdem generis* rule shall not apply so that general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters, circumstances or things.

2.9 The Schedule forms part of these Terms and shall have effect as if set out in the full body of these Terms; any reference to this agreement these Terms includes the Schedule.

2.10 Words such as “hereunder”, “hereto”, “hereof” and “herein” and other words commencing with “here” shall unless the context clearly indicates to the contrary refer to the whole of this agreement and not to any particular section, clause or paragraph hereof.

3. Scope of Terms These Terms (including any terms incorporated by reference) govern the terms of your Contribution to the Company for the purchase of RAYS TOKENS during Contribution Period.

4. Allocation of Tokens

4.1 Subject to the Terms, the Company shall allocate and distribute the RAYS TOKENS to the Buyer as more particularly detailed in the Whitepaper. The Company shall, from time to time, provide on the Website procedures and other instructions for purchasing RAYS TOKENS.

4.2 The Buyer shall follow the procedures set forth by the Company on the Website for purchasing the RAYS TOKENS.

4.3 The Buyer shall provide the Company with a digital wallet Ethereum address to which the Company shall distribute RAYS TOKENS after ICO.

Nature of RAYS TOKENS.

5.1 The purchase of the RAYS TOKENS with the Buyer:

- (a) shall not provide the Buyer with any rights in respect of the Company or its revenues or assets, voting, distribution, redemption, liquidation, property (including all forms of Intellectual Property), or other financial or legal rights;
- (b) shall not be deemed to be a loan, security and/or other form of debt finance to the Company;
- (c) shall not provide the Buyer with any equity, ownership (whether legal or beneficial) and/or other any other interest in the Company and/or the Project;
- (d) shall not entitle the Buyer to the provision of any goods or services by the Company; and/or
- (e) shall not entitle the Buyer to the provision of any goods or services by the Company; and/or
- (f) shall not constitute a “financial instrument” as defined Section C of Annex I to the Markets in Financial Instruments Directive (MiFID) or “investments” as defined in Enterprise Act 2002.

5.2 The Company shall retain all rights, title and interest in all of the Company’s Intellectual Property, and the Buyer shall not use any of the Company’s Intellectual Property for any reason without the Company’s prior written consent.

5.3 The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that RAYS TOKENS shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes.

6. Buyer Warranties - By participating in and purchasing the RAYS TOKENS, you hereby warrant and represent that each Warranty is true, accurate and not misleading.

7. Know Your Client

7.1 Before you are able to make a Contribution for more than equivalent of 25 000 USD in Ethereum(ETH), Bitcoin(BTC) or Shield(XSH), or at any time after making a Contribution, the Company may at its sole and absolute discretion:

- (a) request that you provide certain information and documentation for the purposes of complying with any KYC or similar obligations to which the Company may be subject; and
- (b) request and obtain certain other information about you in order to comply with applicable laws and regulations in to which the Company may be subject in connection with the distribution of RAYS TOKENS to you; and
- (c) assess the risk of the Ethereum wallet address (or addresses) provided by you.

7.2 You agree that you shall, upon the Company's request, promptly supply such information and documentation as may be reasonably requested by us to:

- (a) carry out, to our satisfaction, all necessary KYC and/or any analogous checks according to The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017 ; and
- (b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the distribution of RAYS TOKENS.

7.3 You acknowledge and accept that we may refuse, reject or refund any contributions for the purchase of RAYS TOKENS (subject to any deductions due to transactional fees associated with the refund) until you provide all information and documentation that we may request under this clause 7 and we have determined that it is acceptable to allocate RAYS TOKENS to you under applicable law and/or the Company's risk appetite.

8. Indemnity

8.1 To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless and reimburse the Company from and against any and all claims, actions, proceedings, claims, damages, demands, actions, losses, costs and expenses (including without limitation legal or other professional associated costs), incurred by the Company arising from or in connection with:

- (a) your purchase or use of RAYS TOKENS;
 - (b) your responsibilities or obligations under these Terms;
 - (c) your breach of these Terms;
 - (d) any inaccuracy in any representation of Warranty by you;
 - (e) your breach of any rights of any other person or entity.
- (together, "Third Party Claims").

8.2 The Buyer warrants that it shall delegate the conduct of any legal proceedings (including any arbitration, negotiation or analogous proceedings) in respect of the Third Party Claim to the Company.

9. Limitation of liability

9.1 To the extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill arising from or in connection with:

- (a) the purchase of RAYS TOKENS by you;
- (b) the storage of RAYS TOKENS purchased by you;
- (c) the use of RAYS TOKENS by you; and/or
- (d) your access to the Website

9.2 The aggregate liability of the Company for any claims arising from or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to the lesser of an amount equal to the Contribution; or \$100/Investor.

9.3 Nothing in this clause shall exclude or limit the liability of the Company for dishonesty, fraud, willful misconduct or willful neglect by the Company.

10. Taxation

10.1 You are solely responsible for determining whether your Contribution to the Company for the purposes described herein, the creation, ownership, use, sale or transfer of RAYS TOKENS, the potential appreciation or depreciation in the value of RAYS TOKENS over time (if any), the allocation of RAYS TOKENS and/or any other action or transaction contemplated by these Terms will give rise to any Tax liability.

10.2 You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all Tax to the competent tax authorities in the jurisdiction(s) in which you may be liable to pay tax. The Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any Tax (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and acquisition of RAYS TOKENS and/or in connection with these Terms.

11. Data Protection

11.1 You acknowledge that, in collating the KYC information in accordance with clause 7 of these Terms, we may require you to provide information and documents relating to:

- (a) your identity;
- (b) your residential and/or business address;
- (c) the source of your wealth and/or the funds used to make a Contribution;
- (d) any information associated with the Ethereum wallet used for the Contribution; or
- (e) any other document from which you may be identified, ("Personal Data").

11.2 We will not disclose your Personal Data save as expressly permitted by these Terms and/or the DPA and otherwise only with your prior consent.

11.3 The Buyer consents to the Company processing Personal Data relating to the Buyer for legal, administrative or administration and management purposes and consents to the Company making such information available to any third party who provides products or services to the Company, regulatory authorities and may be required by law.

11.4 The Company will keep a record of any processing of Personal Data it carries out on behalf of the Buyer.

11.5 At your request, the Company shall provide you with a copy of all Personal Data held by it in the format and on the media reasonably specified by you.

11.6 You acknowledge, understand, accept, represent and warrant that, in accepting these Terms, you are irrevocably consenting to the ability of the Company to process and/or transfer your Personal Data to another country within the European Economic Community.

11.7 You acknowledge, accept and understand that, if required and permitted under these Terms, we may transfer Personal Data to a country outside of the EEA on the basis that the recipient affords the Personal Data an adequate level of protection and on the basis that you have the same rights (and the ability to enforce those rights) in respect of your Personal Data with the recipient.

12. Notices

12.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be sent by email:

(a) in the case of the Company to the address 2nd Floor Tooting Broadway, London, London, United Kingdom, SW17 0RG

(b) in the case of the Buyer to the address held on record by the Company for the Buyer.

12.2 A notice sent in accordance with clause 12.1 shall be deemed to have been received at the time of transmission.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Dispute Resolution and Arbitration

PLEASE READ THE FOLLOWING CLAUSE CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

13.1 Subject to clause 13.2, the Parties agree that any claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") shall first seek settlement of the Disputes by mediation in accordance with the London Court of International Arbitration Rules (the "Rules"), which are deemed to be incorporated by reference into this clause. If Disputes are not settled by mediation within 6 months of commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Rules, which Rules are deemed to be incorporated by reference into this clause.

13.2 Clause 13.1 shall not apply to Disputes in which the Company seeks injunctive or other equitable relief for the alleged unlawful use of Intellectual Property.

13.3 Any Dispute arising out from or in connection with these Terms are personal to you and the Buyer will not be able to engage with any third party for the purposes of bringing a joint action against the Company with any other third parties in connection with these Terms.

13.4 Any mediation and arbitration brought by any party in connection with these Terms shall take place in United Kingdom according to United Kingdom Law and shall be conducted in English.

13.5 The arbitration shall be conducted by an independent third party appointed in accordance with the Rules

14. Severance - if any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement

15. Amendments - we may amend these Terms from time to time, including where there are changes to the intended functionality of RAYS TOKENS or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these Terms, we will publish a notice together with the updated Terms on the Website and we will change the "Last Updated" date at the top of these Terms. Any amended Terms shall become effective immediately upon the publication of such notice and updated Terms on the Website.

16. No Partnership or Agency - The Parties confirm that they are acting on their own and that nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

17. Language - These Terms and the Whitepaper have been drafted and presented in the English language and the English version of these terms shall prevail over any translation of the same.

18. Rights and Remedies - The rights and remedies provided for under these terms are in addition to and not exclusive to any rights or remedies provided by law.

19. Force Majeure - Neither Party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of their respective obligations under these Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

20. Third Party Rights This agreement does not give rise to any rights of third parties.

21. Governing law These Terms, the Whitepaper and any Dispute arising from or in connection with them with it or its subject matter or formation shall be governed by and construed in accordance with the law of United Kingdom and the Courts of United Kingdom shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

SCHEDULE 1:

The Buyers Representations and Warranties

In purchasing the RAYS TOKENS, you irrevocably represent and warrant that:

1. You are over 18 years old;
2. you have read and understood these Terms;
3. you have read and understood the Whitepaper (including, for the avoidance of doubt, the risk warnings set out therein);
4. you have the necessary authority to accept and enter into these Terms and perform the obligations contained herein;
5. the acceptance of these Terms and the entry into a binding agreement with the Company shall not result in any breach of, be in conflict with, or constitute a material default under:
 - (a) any provision of the Buyer's constitutional documents (in the case of a body corporate);
 - (b) any provision of any judgment, decree or order imposed on you by any court of competent jurisdiction, governmental authority and/or regulatory authority; and/or
 - (c) any material agreement, obligation, duty or commitment to which you are a party or are bound;
6. you are not ordinarily resident in the United States of America, Syria, Sudan, Pakistan, North Korea or The People's Republic of China.
7. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, token storage facilities (including digital token wallets), distributed ledger technology, blockchain technology and analogous systems;
8. you have obtained sufficient information about the potential future use and functionality of RAYS TOKENS to make an informed decision to purchase the RAYS TOKENS;
9. you understand that the RAYS NETWORK constitutes a product or service that does not yet exist (at the time of sale of the RAYS TOKENS). Furthermore, you agree that the purchase of the RAYS TOKENS represents, in effect, no more than a hope or ambition that RAYS NETWORK LTD deliver the product or service in the future as defined in Whitepaper. You hereby acknowledge that the product or service might never be delivered and that you have waived any right to the return of the price paid for the RAYS TOKENS.

10. you agree and accept that at the point of transfer of the RAYS TOKENS it holds no value and has no functionality.
11. you agree and accept that the RAYS TOKENS will only be considered to be your RAYS TOKENS when it is in your compatible ERC20 wallet.
12. you understand that RAYS TOKEN confer only a limited potential future right or expectation to use and interact with the Company as more particularly described in the Whitepaper, and that RAYS TOKENS does not confer any other rights of any kind with respect to the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights.
13. where the Buyer is an individual, you are at least 18 years of age and have sufficient legal capacity to accept these Terms and to enter into a binding agreement with the Company;
14. where the Buyer making a contribution for the purchase of RAYS NETWORK TOKENS is a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which it is incorporated;
15. where the Buyer is a body corporate, the individual(s) acting on its behalf have been duly authorized in accordance with that body corporate constitutional documents to accept these Terms and enter into a binding agreement with the Company for and on behalf of the body corporate;
16. you are making a contribution for the purchase of RAYS TOKEN to potentially use and interact with the Company at a future point in time and is not making a contribution under these Terms for any other use or purpose;
17. any contribution to be made by you for the purchase of RAYS TOKEN is not derived from or related to any unlawful activities;
18. you shall not use RAYS TOKEN to finance, engage in, or otherwise support any unlawful activities;
19. the contribution shall be transferred to the Company from an Ethereum, Bitcoin or Shield wallet that:
 - (a) is registered to the Buyer and that the Buyer is the owner of the private key of the Ethereum, Bitcoin or Shield wallet; and
 - (b) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory" (a "Prohibited Jurisdiction");
20. making a contribution and receiving RAYS TOKENS under these Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws;
21. you are not a citizen of or resident or domiciled or, in the case of a body corporate, incorporated or registered in a Prohibited Jurisdiction or making a contribution for the purchase of RAYS TOKENS from a location in a Prohibited Jurisdiction;
22. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanctions by any Government and/or regulatory authority;

23. you will comply with any and all Tax obligations in your jurisdiction of domicile and/or incorporation/registration (in the case of a body corporate);
24. you are not Insolvent.
25. you understand and accept the risks of participating in token generation events relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial.