

Version 1-2-1 of GO-FUND Coin Purchase Agreement

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GO-FUND COIN PURCHASE AGREEMENT

THE PURCHASE OF GO-FUND COINS DURING THE COINS SALE PERIOD (AS SUCH PERIOD WILL BE DEFINED LATER IN THIS DOCUMENT) FROM "GO-FUND MANAGEMENT AND FINANCING LTD" (HEREINAFTER REFERRED TO AS "GO-FUND") IS SUBJECT TO THIS COIN SALE AGREEMENT (HEREINAFTER REFERRED TO AS THE "**AGREEMENT**" OR "**TERMS**"). THIS AGREEMENT IS ENTERED INTO BETWEEN THE PERSON BUYING COINS THROUGH THIS WEBSITE (HEREINAFTER REFERRED TO AS THE "**PURCHASER**" OR "**YOU**") AND "GO-FUND" (HEREINAFTER REFERRED TO AS THE "**COMPANY**" OR "**GO-FUND**"). EACH PURCHASER AND THE COMPANY ARE REFERRED INDIVIDUALLY TO AS A "PARTY"; AND TOGETHER AS THE "PARTIES".

PLEASE READ THIS AGREEMENT CAREFULLY. IN CASE THAT YOU DO NOT AGREE WITH THE TERMS OF THIS DOCUMENT, YOU SHALL NOT PURCHASE COINS. BY USING THE WEBSITE LOCATED AT "WWW.GO-FUND-ICO.COM" (HEREINAFTER REFERRED TO AS THE "WEBSITE") AND BY PURCHASING GO-FUND COINS (HEREINAFTER REFERRED TO AS "GO-FUND COIN", "COINS" OR "GFC"), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY IT. OTHERWISE, YOU ARE NOT AN AUTHORIZED USER OF GO-FUND'S SERVICES AND YOU SHOULD NOT USE THIS WEBSITE.

WITHOUT PREJUDICE TO THE FOREGOING, THE COMPANY WILL PROVIDE NOTICE OF ANY MODIFICATION OF THIS AGREEMENT BY POSTING TO ITS WEBSITE THE "LAST UPDATED" VERSION OF THESE TERMS. THE COMPANY RESERVES THE RIGHT TO REVIEW, MODIFY, ADD OR DELETE PROVISIONS OF THIS AGREEMENT AT ANY TIME FOR ANY REASON. THE COMPANY EXHORTS THE PURCHASER TO REVIEW ITS WEBSITE, AND THIS AGREEMENT PERIODICALLY FOR MODIFICATIONS.

THE COMPANY EXHORTS YOU TO READ ABOUT ITS SERVICES AND COINS IN ITS WHITEPAPER LOCATED IN ITS WEBSITE. BY PURCHASING ITS COINS YOU ACKNOWLEDGE TO HAVE READ ALL THE LEGAL DOCUMENTS AND ANY OTHER DOCUMENT LOCATED AT THE WEBSITE IN THEIR ENTIRETY; AS WELL, BY PURCHASING ITS COINS YOU ARE BOUND BY THESE TERMS AND ANY OTHER TERM

OR DOCUMENT LOCATED AT ITS WEBSITE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT OFFICE@GO-FUND-ICO.COM

THIS AGREEMENT DOES NOT CONSTITUTE ANY KIND OF INVESTMENT ADVICE, COUNSEL OR SOLICITATION FOR INVESTMENT IN ANY SECURITY AND SHALL NOT BE INTERPRETED IN THAT WAY.

IF YOU ARE A RESIDENT OF AN EXCLUDED COUNTRY (AS SUCH CONCEPT IS DEFINED IN THE GLOSSARY OF THIS DOCUMENT) OR ANY OTHER JURISDICTION IN WHICH THE PURCHASE OF CRYPTOCURRENCY COINS IS REGULATED OR BANNED YOU MUST REFRAIN FROM BUYING OUR COINS. MOREOVER, IT IS YOUR SOLE RESPONSIBILITY TO CONSULT AND TO KNOW WHICH REQUIREMENTS AND LIMITATIONS ARE APPLICABLE TO YOUR JURISDICTION, AND FURTHERMORE, TO COMPLY WITH SUCH RESTRICTIONS AND LEGAL PROVISIONS. GO-FUND SHALL NOT BE LIABLE NOR HOLD ANY RESPONSIBILITY FOR THE PURCHASE OF COINS. IF YOU BUY COINS, YOU GUARANTEE THAT YOU ARE NOT A PERMANENT RESIDENT, CITIZEN AND/OR DO NOT HAVE PRIMARY DOMICILE IN THE EXCLUDED COUNTRIES. IF YOUR RESIDENT STATUS OR CITIZENSHIP CHANGES YOU SHALL IMMEDIATELY NOTIFY US AT OFFICE@GO-FUND-ICO.COM. IN ANY CASE, WE RESERVE THE RIGHT TO REFUSE THE SALE OF COINS. FURTHERMORE, WE HAVE THE RIGHT TO CLAIM THE COINS BACK IF YOUR RESIDENT STATUS OR CITIZENSHIP CHANGES TO THOSE EXCLUDED COUNTRIES.

BY PURCHASING COINS FROM GO-FUND DURING THE SALE PERIOD AND USING THEM AFTERWARDS, YOU WILL BE BOUND BY THIS COIN PURCHASE AGREEMENT AND FURTHER LEGAL AND OTHER DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE COMPANY'S WHITEPAPER, PUBLISHED IN THE WEBSITE. IT IS CLARIFIED THAT THE CONTENT OF THE WHITEPAPER IS SUBJECT TO AMENDMENTS AND MODIFICATIONS.



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1. PURCHASE OF COINS AND ASSOCIATED RIGHTS

On the terms set forth herein and set forth in further documents published in the Website, the Purchaser agrees to purchase, and the Company agrees to sell a specific number of GFC at the price listed on the Website at the exact time of the purchase. The Company reserves the right to refuse or cancel the Coins' purchase requests at any time at its sole discretion.

GFC are 'digital content' in the sense of Article 2 para (11) of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 (the "Consumer Rights Directive"). GFCs are not securities, commodity, or any kind of financial instrument; neither have they been registered under security regulations or laws of any jurisdiction, without prejudice to any amendments to the relevant applicable legislation.

This Agreement governs exclusively the purchase of Coins. Unless otherwise stated in the Company's Website, GO-FUND will preliminary sell Coins from November 23, 2018 until the amount of GFCs published in our Website is reached (hereinafter the "Hard Cap") (this period shall be hereinafter referred to as the "Sales Period"), in exchange for Bitcoins (BTC). Coins sold during the Sale Period, will be mined. The Company reserves the right to modify, extend or in any other way change the amount of GFC of the Hard Cap due to any reason.

The Purchaser hereby acknowledges that there is no guarantee that an increase of the GFCs' market value can be achieved. If the Purchaser decides to participate in the Sales Period as a form of investment, the Company expressly warns the Purchaser that an investment in GFCs carries a high degree of risk, as shown at the Company's Disclaimer and Risk Statement document published in its Website. This Agreement may only be used for the purposes for which it has been published. In particular, it may not be used for the purposes of an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

Ownership of the Coins does not entail any associated rights, express or implied, of any form with respect to any of the Company's revenues or assets, including any voting, distribution, redemption, liquidation, proprietary, or other financial or legal rights. Furthermore, the acquisition of the Coins does not represent an exchange of payment for any form of shares in the Company. For the avoidance of any doubt, the

Purchaser is not entitled to any guaranteed form of dividends, revenue distributions, and voting rights. For the purposes of this Agreement, the Coins shall be deemed as software with cryptographic elements that is sold out as a utility appliance for the purposes of the Website.

It is clarified that the Coins are not intended to be marketed, offered for sale, purchased, sold or traded in any jurisdiction where they are prohibited by applicable law or require further registration with any applicable governmental authorities. The funds raised through the sale of Coins shall be utilized by the Company at its sole discretion and according to the Whitepaper, published at the Company's Website. It is understood that the Company may amend the intended functionality of the Coins in order to ensure compliance with any legal or regulatory provisions to which the Coins are subject, and shall publish all relevant amendments at its Website.

2. PROCEDURE DURING SALES PERIOD

In order to be able to purchase Coins, the Purchaser must register in the Website and create an account. GO-FUND may, at any time, require from the Purchaser to provide further information in order to verify his/her name, address, date of birth, statements or any other information in the Purchaser's account. Such information shall be processed according to GO-FUND's Privacy and Cookies Policy. Hereby the Purchaser acknowledges that he/she is the sole responsible for the accuracy and validity of the information that he/she provides at any time.

Payment is only accepted in Bitcoin cryptocurrency (BTC). Payment in any other fiat currency or any other currency is not accepted. Nevertheless, GO-FUND has the right to enter into agreement with any other purchaser on different conditions from those stipulated herein.

The Purchaser acknowledges and agrees that once he/she/it has deposited BTC in his/her/its account or backoffice on the Website, a withdrawal, reimbursement, refund or compensation of such BTC is not possible. Therefore, the deposit of BTC performed on the Website by the Purchaser is final and there are no refunds or cancellations, except as provided in the binding legal documentation published on the Website or may be required by applicable laws. Consequently, GO-FUND expressly disclaims any and all responsibility, to the fullest extent permitted by the applicable law, for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from any decision or mistake performed by the Purchaser regarding the quantity of BTC deposited in his/her/its account on the Website.

Once the payment has been received by GO-FUND, the Company will distribute the corresponding GFCs to the Purchaser's balance (hereinafter the "Purchaser's Balance" or "Balance"). The Purchaser shall be able to transfer her or his Coins from the Balance to the corresponding downloadable wallet (hereinafter the "Wallet") after the Hard Cap is reached; or after the Purchaser provided further information or documentation required by the Company. Nevertheless, the period could be extended without affecting the Purchaser's obligation to accept the purchased Coins. In case that the Purchaser does not comply with his/her obligations established in this Agreement, any document published in our Website or any applicable regulation or law, or is not capable of being satisfied, the Purchaser will not be entitled to receive the Coins. By receiving the corresponding Coins, the Purchaser agrees with their characteristics, purpose and value.

The Company reserves the right, at its sole discretion, to terminate the Purchaser's access to the Website and to the purchase of Coins or any portion thereof at any time, without notice, in particular due to legal grounds originating in anti-money laundering regulation (AML) and procedures, and/or the Know Your Customer (KYC) procedures, pursuant to the applicable laws governing this Agreement. The Company hereby reserves the right to conduct KYC and AML checks on Purchasers if it deems it necessary at its own discretion, or it is required by the applicable laws. Upon such request, the Purchaser shall immediately provide the requested relevant information and/or documentation to the Company. The latter may at its own discretion refuse to distribute Coins to the Purchaser until such requested information and/or documentation is provided.

Moreover, the Company reserves the right to refuse to transfer any Coins, wholly or in part, to the Purchaser for any reason, including but not limited to suspected AML, terrorism financing, or any other illegal activity, or when the requested information and/or documentation from the Purchaser is insufficient, inaccurate or misleading. Specifically, the Company may refuse to transfer the Coins to the Purchaser in whole or in part if such transfer would result in the Company going over its Hard Cap. In this case, the Company will refund the corresponding amount of BTC to the Purchaser pro rata to the Coins refused and in the way the payment was done by the Purchaser after the deduction of the corresponding fees and cost, and after the period of time that GO-FUND may deem necessary to perform the corresponding endeavors to make such refund.

3. REFUND OR CANCELLATION

GO-FUND expressly informs you that there is no right of withdrawal from your Coin's purchase or your deposits of BTC, and that the purchases of Coins and deposits of BTC are definite and final. Consequently, cancellations or refunds, either partially or fully, are not possible. Please bear in mind that Articles 9 to 15 of the Consumer Rights Directive are not applicable to our subject matter. This purchase of GFCs during the Sales Period is exempted from this right of withdrawal since it concerns digital content for which the price is dependent on fluctuations in the financial market which cannot be controlled by GO-FUND. Hence, the purchase of the Coins from the Company by the Purchaser, during the Coin sales period, is final, and there are no refunds or cancellation, except as provided in the binding legal documentation published on the Website or may be required by applicable laws.

By registering in the Website, the Purchaser acknowledges that the Coins, given their nature, have not been issued yet. This means that it may be possible that the Coins cannot be issued as a result of change or amendment in the market conditions or legislation; hence, it is not assured that you will obtain the Coins, in which case the Company shall exercise reasonable endeavors to agree with the Purchaser on an equitable amount to be refunded after the deduction of the applicable fees and costs. Moreover, the Purchaser acknowledges and accepts that due to the nature of GFCs and due the possible changes or amendments mentioned in this paragraph, it may be a possibility of total loss of Coins.

4. RISKS AND SECURITY

As established and explained in this Agreement, the GO-FUND's Disclaimer and Risk Statement and in any other document published in the Website, the Purchaser acknowledges that there are risks associated with the purchasing, holding and using of the GFCs. By purchasing Coins, the Purchaser expressly acknowledges and assumes these risks. The Purchaser has the obligation to implement appropriate measures designed to secure access to (i) any device associated with the email address associated with the Purchaser's account, (ii) private keys and passwords required to access the cryptocurrency address, and (iii) your username, password and any other login or identifying credentials.

In case you suspect a security breach in any of the above mentioned, you shall inform the Company immediately, so we can take all required and possible measures to secure your account, Coins and systems as a whole. Moreover, in the event that the Purchaser is no longer in possession of devices associated with his/her account or if he/she is not able to provide the corresponding login or identifying credentials, GO-FUND may, at

its sole discretion, and in those cases that it is possible without any hindrance to the Company, grant access to the Purchaser's account and Purchaser's Balance, provided that additional credentials and proof of identity is granted to GO-FUND. The Company explicitly reserves the right to determine the additional credentials required, including but not limited to, a sworn, legalized, notarized statement of identity.

The Purchaser hereby declares that he/she has sufficient knowledge and understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic Coins, Coin storage mechanisms, blockchain technology and blockchain-based software systems to understand this Agreement and evaluate the associated risks and implications, related to the purchase of Coins.

5. REPRESENTATIONS AND WARRANTIES

By participating in the Sales Period and by purchasing GFC, the Purchaser represents and warrants to GO-FUND the following:

- a) To have read and understood this Agreement, the latest version of the GO-FUND's Whitepaper and any document published in the Website; furthermore, to have acquired enough information about the GFC in order to perform an informed decision to purchase Coins;
- b) To have the right to enter into and perform the obligations under this Agreement and to carry out the transactions contemplated by this Agreement, having legal capacity to do so;
- c) To acknowledge and to agree to the risks set out in those documents and that the latest version of the abovementioned documents supersede any earlier versions entirely; moreover, to understand and acknowledge the risk of loss of GFCs purchased from the Company;
- d) That she/he is not domiciled in an Excluded Country, either she/he is a citizen of said countries;
- e) To have understood the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand the terms of this Agreement;
- f) That he/she understands that Coins are only a digital representation for participation in the Sales Period and offer no other rights of any form with

respect to the Company or its corporate affiliates, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

- g) To acknowledge that the Coins are not a digital currency, security, commodity or any other kind of financial instrument and have not registered under the securities law of any country;
- h) That the purchase of Coins complies with the applicable laws to this Agreement and any regulation in the Purchaser's jurisdiction, including, but not limited to, (i) legal capacity and any other applicable legal requirements in your jurisdiction for purchasing and using Coins, and entering into contracts with GO-FUND, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
- i) That the Purchaser will comply with any applicable tax obligations in the corresponding jurisdiction arising from the purchase of Coins;
- j) To acknowledge that this Agreement and any other document published in the Website can be translated into different languages for informational purposes; however, the English version will prevail over the others and it is legally binding;
- k) That in case that the Purchaser acts on behalf of any entity for the purchase of Coins, he/she is legally authorized to accept this Agreement on such entity's behalf, being responsible for any breach to this Agreement and that such entity will not come from an Excluded Country;
- l) To acknowledge and to agree that once the Coins have been transferred to the Purchaser's Balance, the Coins will be his/her sole responsibility, and the Company will not have the ability to influence the control or ownership or value of the Coins in any way;
- m) To acknowledge and to agree that the Company has no liability for, nor the ability to recover the Purchaser's Coins in case that his/her private key is forgotten, lost, stolen, misplaced or otherwise inaccessible to the Purchaser;
- n) To provide all documentation required at any moment by the Company for the purposes of complying with any Anti-Money Laundering laws or regulation with regard to KYC, including any obligations the Company may have to report or retain information.

6. INTELLECTUAL PROPERTY

GO-FUND retains all rights, title and interests in and to all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents, whether or not patentable, copyrightable or protectable in trademark. The Purchaser agrees not to use any of the Company's intellectual property for any reason, except with the Company's express, prior, written consent. The Purchaser hereby acknowledges that all content included on the Website, including the Coins, and associated products and services, and any software used on the Website is the property of GO-FUND and protected by copyright, trademark and other laws that protect intellectual property rights.

Moreover, GO-FUND retains all Intellectual Property Rights over the source code and other technical information relating to the GFC. The Purchaser shall use the Website and the Coins strictly in accordance with the provisions of this Agreement and the respective Whitepaper published in the Website. As a condition of the Purchaser's use of the Website and Coins, the latter warrants to GO-FUND that he/she will not use the Website and Coins for any purpose that is unlawful or prohibited by the provisions of this Agreement. The Purchaser shall not use the Coins in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. This Agreement does not confer any right or interest upon the Purchaser to the Company's intellectual property beyond the limited right to a perpetual, non-exclusive, transferable, revocable license to access and use Coins and the Website.

7. INDEMNIFICATION

In addition to any other action available under the applicable laws of this Agreement, the Purchaser undertakes to defend, indemnify and hold harmless the Company, as well as its affiliates, officers, representatives, directors, employees and assigns from and against any claims, liabilities, damages, judgments, costs, expenses or losses (including reasonable attorneys' fees) that arise from or relate to the Purchaser's failure to comply with any of its obligations under this Agreement or for the falsity or inaccuracy of any of the declarations and guarantees of the Purchaser.

The declarations and warranties of the Purchaser shall survive their legal prescription; therefore, any claim for non-compliance, falsification or inaccuracy of said declarations and warranties which arise before its legal prescription will subsist together with the obligation to compensate derived from said claim. By virtue of the foregoing, the Company may at any time submit a claim for breach, misrepresentation or inaccuracy of the Purchaser's declarations and warranties.

In the event that any officer, representative, director or employee of the Company receives a claim from third parties that is covered by the Purchaser's obligation to indemnify, the Company will inform the Purchaser of such claim. The Purchaser will take over the defense against said claim as long as he/she informs the Company about the progress of the process. In case the Purchaser does not take any action in a timely manner after the Company's notification or does not assume any legal defense against the said claim, the Company may exercise control of the defense at Purchaser's costs, expenses and risks.

8. DISCLAIMERS

THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM. GO-FUND DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE COINS. CONSEQUENTLY, GO-FUND DOES NOT WARRANT THAT THE COINS ARE CURRENT OR FREE OF ERRORS, NEITHER THAT THE MECHANISMS AND SYSTEMS WHICH ARE NECESSARY FOR THE DELIVERY, USAGE AND DISPOSITION OF THE COINS ARE FREE OF VIRUSES.

To the maximum extent permitted by the applicable law, the GFC, the Website, all such information, software, services and related graphics are provided "as is" without warranty or condition of any kind. The Company hereby disclaims all warranties and conditions with regard to the Coins, the Website, information, software, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

9. LIMITATION OF COMPANY'S LIABILITY

GO-FUND, its affiliates, subsidiaries and their respective officers, employees or agents will not be, to the fullest extent permitted by the applicable law, liable to the Purchaser or anyone else for any damages of any kind, including, but not limited to, direct, exemplary, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses, loss of data, damages for business interruption or damages that result from use or loss of use of this Website and the Purchase of Coins), even if the Company has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of the Website or Coins and/or arising out of the purchase of Coins.

If the Purchaser is a citizen or resident of the Excluded Countries, regardless of his/her precise location, the Purchaser is restricted in buying Coins and if he/she buy them, he/she do it at his/her own risk and under no circumstances shall the Company hold responsibility for such purchase of Coins.

Moreover, neither GO-FUND nor any of its affiliates or subsidiaries will be responsible for any compensation or damages arising in connection with: (a) the Purchaser's inability to use the Coins for any reason; (b) any investments, expenditures, or commitments by the Purchaser in connection with this Agreement or his/her use of or access to the Coins; or (c) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with any Coin.

To the maximum extent permitted by the applicable law, the Purchaser hereby releases GO-FUND from liability, responsibility, claims, demands and/or damages of any nature, known and unknown, related to disputes between the Purchaser and other Purchasers or users of the Website.

10. MODIFICATIONS

All legal documents, including this Agreement, shall be drafted, amended and updated in accordance and in compliance with regulatory legislation which may be passed in the future; all Purchasers will be notified about such amendments made in this Agreement by publications in the Website and/or any other communication that GO-

FUND may deem appropriate.

GO-FUND MAY AT ANY TIME AT ITS SOLE DISCRETION AMEND THIS AGREEMENT. The information contained in this Agreement is accurate as of the date stated on this Agreement. In addition, the Company reserves the right to update and modify this Agreement at any time before the Sales Period. If the Purchaser decides to participate in this Sales Period, the latter will be required to declare to have read and understood this Agreement in the form valid at the time of the Sales Period. The Company assumes no responsibility to keep the Purchaser updated about changes made to this Agreement in an extraordinary manner before the Sales Period and the Purchaser is required to carefully read the version valid in such period.

11. TAXATION

The Purchaser is solely liable for any taxation payable, including interest and penalties, on the purchase of Coins.

12. GOVERNING LAW AND JURISDICTION

All matters relating to this Agreement, including but not limited to any questions concerning the construction, validity, enforcement and interpretation of this Agreement, and any claim arising therefrom or related thereto, including non-contractual disputes or claims, shall be governed by and construed and enforced in accordance with the laws of the Republic of Cyprus, without giving effect to any choice or conflict of law provision or rule.

Any dispute, claim, suit, action, demands or proceeding arising out of or related to this Agreement shall be instituted exclusively in the Republic of Cyprus. GO-FUND reserves the right to change the jurisdiction of the Company at any time at its own discretion, as well as use any parent companies, subsidiaries, branches and/or other affiliated companies for the execution of this Agreement, and the Purchaser waives any and all objections to the foregoing.

13. MISCELLANEOUS

- a) **Entire agreement.** This Agreement constitutes the entire agreement between GO-FUND and the Purchaser related to the purchase of Coins and supersedes all prior and contemporaneous understandings, negotiations, decisions, agreements, representations and warranties, whether oral or written.

By agreeing to be bound by this Agreement, you are deemed to have read GO-FUND's Whitepaper as well as all other documents published in the Website; and that, you are aware of all risks and rules provided thereto.

- b) **Severability.** In the event that any term, clause or provision of this Agreement is found to be unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms; therefore, the remaining provisions of this Agreement shall, nevertheless, be binding upon the Company and the Purchaser. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the lawful economic effect of which is nearly as possible the same as the economic effect of this Agreement without regard to such invalidity.
- c) **Force majeure.** GO-FUND and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement to the extent that the breach is caused by circumstances outside the Company's direct control and for the period that those circumstances continue, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the blockchain protocols or any other force outside of the Company's control.
- d) **Independent contractors.** GO-FUND and the Purchaser are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create any third-party beneficiary rights in any individual or entity. The Company is not subject to any fiduciary obligations to the Purchaser. The grant of access to the Website and the purchase of Coins does not create a relationship of employment, trust, agency or partnership between the parties.
- e) **Agreement assigns.** GO-FUND may assign any of its rights and obligations under this Agreement at any time. The Purchaser will not assign this Agreement, or delegate or sublicense any rights under this Agreement, without GO-FUND's



prior written consent. Any assignment or transfer contrary to these terms will be void.

- f) **Electronic Communications.** The Purchaser hereby agrees and acknowledges that all agreements, notices, disclosures and other communications that the Company provides to the Purchaser, pursuant to this Agreement or in connection with or related to Purchaser's purchase of Coins, including this Agreement, may be provided by the Company, at its sole discretion, to Purchaser, in electronic form. Nevertheless, any communication that the Purchaser provides to the Company shall be sent in written form by post.
- g) **Amendment or Modification.** No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be done in writing form and signed by the Company and the Purchaser, nor consent to any departure by the Purchaser from any of the terms of this Agreement shall be effective unless the same is signed by the legal representative of the Company. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

14. GLOSSARY

- a) **Cryptocurrency:** digital currency, represented by Bitcoin (BTC), used by Users to exchange it for Coins.
- b) **GO-FUND:** (also referred to as "Company", "We", "Us") – a company incorporated under the legislation of Cyprus for the purpose of project development and implementation of the GFC as specified in the Whitepaper, not being a financial entity, stock, exchange, or a partner, employer, agent or adviser for any Purchaser.
- c) **GO-FUND Services ("Services")** – range of service possibilities offered on the Website.
- d) **GFC ("GO-FUND Coin", "GFC" or "Coins")** – cryptographic coins, which are software digital products (not cryptocurrency), which are created by the Company and is a digital representation for participation in the GO-FUND project, including the participation in distribution of rewards. The GFC is designed as a decentralized coin.



- e) Sales Period (“Coin Sale Period”, “Sales Period”) – from November 23, 2018 until the amount of GFCs published in our Website is reached (“Hard Cap”).
- f) Purchaser (also referred to as “You”) – any person, who uses the Website, with prior registration and authorization, using her/his account, and purchases GFC. The Company reserves its right to set forth at any time, upon its own discretion, special eligibility or other requirements to certain Purchasers to participate in a certain phase of the Sales Period.
- g) Website – the website maintained and owned by the Company at WWW.GO-FUND-ICO.COM.
- h) Whitepaper – one of the official Accompanying Documents published by the Company on the Website, describing technical and marketing details of the Coin sale, the mission and vision of the Company, as well as other characteristics of the Sales Period, such as awards, distribution of commissions, etc.
- i) Purchaser’s Balance: Virtual wallet to be used and found on the Website.
- j) Excluded Countries – means a geographic area in which access to or use of the Website and the Agreement is prohibited by applicable law, decree, regulation, treaty, or administrative act; or a geographic area that is subject to any sovereign country sanctions or embargoes; or any other country or jurisdictions in which the offer of cryptocurrency tokens, analogous to the offer of Coins in this Agreement, is prohibited or restricted by law, including, without limitation the UNITED STATES AND U.S. TERRITORIES, CHINA, ETHIOPIA, IRAN, IRAQ, SOUTH KOREA, NORTH KOREA, SERBIA, SRI LANKA, SUDAN, SYRIA, TRINIDAD AND TOBAGO, TUNISIA, VANUATU, YEMEN and any other country where the purchase of coins is restricted or prohibited by law.