

JEWEL COINS SALE TERMS AND CONDITIONS

The following Terms and Conditions (the "Terms") govern the Purchaser's use of <https://jewelpay.org/> (the "Website") and the purchase of crypto coins ("JEWEL Coins").

By accessing and using the Website or purchasing JEWEL Coins, the Purchaser agrees to comply and be legally bound by these Terms. **These Terms do neither represent nor constitute in any way a solicitation for investment and/or an offering of securities in any jurisdiction.**

IMPORTANT DISCLAIMER: BY PURCHASING JEWEL COINS, THE PURCHASER ACKNOWLEDGES THAT HE/SHE HAS FULLY READ, UNDERSTOOD AND AGREED TO THESE TERMS, AND THAT HE/SHE HAS THE NECESSARY LEGAL CAPACITY TO COMMIT HIMSELF/HERSELF TO THE OBLIGATIONS STATED IN THESE TERMS. IF THE PURCHASER DOES NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, THE PURCHASER SHALL NEITHER PURCHASE JEWEL COINS, NOR USE THIS WEBSITE OR SERVICES OFFERED ON THE WEBSITE. PRIOR TO PURCHASING JEWEL COINS, THE PURCHASER SHOULD CAREFULLY CONSIDER THESE TERMS AND IF NECESSARY, GET ADVICE FROM AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL.

INITIAL JEWEL COINS SALE

The Company is conducting an initial coin sale for funding further development of token-based accounts, crypto wallet ("JEWEL.Finance Wallet") and crypto exchange ("JEDEX") that are described in more detail in JEWEL Whitepaper <https://jewelpay.org/whitepaper.pdf>

Both JEWEL.Finance Wallet and JEDEX will be managed and monitored by a separate legal entity that will be registered and licensed in Estonia. Operations of JEWEL.Finance Wallet and JEDEX will depend on existence and circulation of JEWEL Coins that will have attributes of discount on JEWEL.Finance Wallet and JEDEX services and an internal payment unit. JEWEL Coins will give their holders discount rights and access to services and products as outlined in these Terms.

The Company will create and issue in total 300,000,000

JEWEL Coins. 70% of issued and created JEWEL

Coins will be available for crowdsale.

No further JEWEL Coins will be created and issued and all unsold JEWEL Coins will be burnt and will not be in circulation.

All purchases of JEWEL Coins are final and, therefore, non-refundable.

In order to participate in the Initial JEWEL Coins Sale, the Purchaser must have a wallet that supports ERC20 tokens. The Purchaser is solely liable for issues arising from the use of a non-compatible system or wallet.

JEWEL Coins bought by the Purchaser will be sent to his/her Ethereum-based personal account/wallet. Purchasers shall be responsible for implementing reasonable measures for securing their wallets, including any requisite private keys or other credentials necessary to access such storage mechanism. If the Purchaser loses private keys or other access credentials, the Purchaser may lose access to JEWEL Coins bought.

The Initial Sale of JEWEL Coins launches on the 15th of October, 2018 and shall run until the 15th of December, 2018 as described in the JEWEL Whitepaper.

The dates of the Initial JEWEL Coins Sale may be changed or the duration of the Initial JEWEL Coins Sale may be extended for any reason, including the unavailability of the website <https://jewelpay.org/> or other unforeseen security or procedural issues.

JEWEL Coins Sale Phases:

1. Private Presale

The private presale will be conducted from 19 of September, 2018 till 14 of October, 2018. During the private presale, the price of 1 JEWEL Coin will be \$0.10 or its equivalent in another fiat or crypto currency that will be automatically converted at the prevailing exchange rate at the time of purchase.

The Purchaser shall buy minimum 500 JEWEL Coins.

Accepted currencies: Fiat, Bitcoin, Ethereum, Litecoin, DASH.

2. Crowd Presale

The crowd presale will be conducted from 15 of October, 2018 till 15 of December, 2018. During the pre-initial coin sale, the price of 1 JEWEL Coin will be \$0.20 or its equivalent in another fiat or crypto currency that will be automatically converted at the prevailing exchange rate at the time of purchase.

The Purchaser shall buy minimum 500 JEWEL Coins.

Accepted currencies: Fiat, Bitcoin, Ethereum, Litecoin, DASH.

3. Initial Coin Sale

The initial coin sale will be conducted from 16 of December, 2018 till 16 of February, 2019. During the initial coin sale, the price of 1 JEWEL Coin will be \$0.20 or its equivalent in another fiat or crypto currency that will be automatically converted at the prevailing exchange rate at the time of purchase.

The Purchaser shall buy minimum 500 JEWEL Coins.

Accepted currencies: Fiat, Bitcoin, Ethereum, Litecoin, DASH.

KYC POLICY

The Company reserves the right to conduct “Know your customer” and/or “Anti-money laundering” checks and procedures on the Purchasers if it becomes required by the applicable laws.

The Purchaser undertakes to provide all the information requested by the Company in respect of conducting KYC or AML checks/procedures. In the event that the Purchaser fails or refuses to provide the specific and necessary information requested by the Company in due time, the Company shall have the power to terminate the Purchaser’s rights to use the Website and the power to stop providing services to that Purchaser without any obligation from the Company to refund or indemnify the Purchaser.

REPRESENTATIONS AND WARRANTIES

The Company makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the JEWEL Project. The Purchaser uses all of these services including but not limited to the Website services, online cryptocurrency services, assets or platforms at his/her own risk.

The Purchaser agrees not to hold the Company, including its affiliates, directors, employees, agents, contractors and service providers, liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the sale of JEWEL Coins including losses associated with these Terms.

By accepting these Terms, the Purchaser guarantees that he/she is neither resident nor citizen of a country whose laws and regulations ban or limit the purchase and/or use of cryptographic coins.

The Purchaser represents and warrants that the Purchaser has an understanding of the usage and intricacies of blockchain-based assets, like JEWEL Coins, and blockchain-based software systems.

The Purchaser represents and warrants that he/she is aware of all the merits, risks and any restrictions associated with cryptographic coins, cryptocurrencies and blockchain-based system, and that he/she is knowledgeable as to their management. The Purchaser further represents and warrants that he/she will take sole responsibility for any restrictions and risks associated with the purchase of JEWEL Coins.

The Purchaser understands and accepts that JEWEL Coins are not an investment, currency, security, commodity, a swap on a currency, security or commodity, or any other kind of financial instrument.

The Purchaser understands and accepts that JEWEL Coins do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside JEWEL Project.

The Purchaser understands and accepts that purchase and possession of JEWEL Coins shall not give/grant the right to the Purchaser to exercise any control over the Company or other aspects of JEWEL Project.

The Purchaser represents and warrants that the Purchaser is of legal age to buy JEWEL Coins.

The Purchaser represents and warrants that the Purchaser is legally permitted to buy JEWEL Coins in the Purchaser's jurisdiction.

The Purchaser accepts and warrants that he/she bears a sole responsibility for determining if the acquisition, allocation, use or ownership of JEWEL Coins, potential appreciation or depreciation in the value of JEWEL Coins over time, the sale and purchase of JEWEL Coins and/or any other action or transaction related to JEWEL Coins has tax implications.

The Purchaser represents and warrants that the Purchaser is not buying for JEWEL Coins for the purpose of speculative investment.

The Purchaser acknowledges and accepts that JEWEL Coins are purchased on an "as is" and "under development" basis. Therefore, provided the Company acts in good faith, the Purchaser accepts that the Company is providing JEWEL Coins without being able to provide any warranties, including, but not limited to title, merchantability or fitness for a particular purpose.

The Purchaser warrants and represents that he/she fully agrees with all the information related to JEWEL Coins, whether provided in these Terms, in the Whitepaper or in any other documentation or information made available by the Company.

The Purchaser warrants and represents that he/she shall comply with all the provisions set out in both these Terms and Whitepaper, in addition to any other documents published by the Company in connection with the Initial JEWEL Coins Sale.

The Purchaser understands and accepts that the Company does not guarantee that JEWEL Coins will be listed or traded on any exchange.

The Purchaser understands and accepts that the Company does not guarantee that the JEWEL Coins will hold its value or increase in value in the future.

The Purchaser warrants and represents that he/she does not intend to hinder, delay or defraud the Company or any other Purchasers of the Website, as well as that the Purchaser's participation in the Initial JEWEL Coins Sale is not connected to engaging in any illegal conduct and/or unlawful activity. The Purchaser further undertakes not to use JEWEL Coins should their use not be legal in the applicable jurisdiction.

The Purchaser warrants and represents that any and all information provided in connection with his/her participation in the Initial JEWEL Coins Sale is accurate, up to date and complete, and that it does not impinge on the rights of any third party. The Purchaser undertakes to notify the Company should any of the information provided in relation to the participation in the Initial JEWEL Coins Sale changes, becomes outdated or is no longer accurate or complete. The Purchaser shall be fully responsible for ensuring that any credentials or information linked to the participation in the Initial JEWEL Coins Sale remain confidential and are not used by any third party.

The Purchaser warrants that he/she shall neither misuse the Website by knowingly introducing viruses, worms, logic bombs or other material which is malicious or technologically harmful, nor attempt to gain unauthorised access to the Website, computer or database connected to the same, nor violate or attempt to violate the security of the Website, nor access information or data to which he/she has not been expressly granted a right to access.

The Company warrants that it has taken all necessary measures, within its reasonable control and the state of the art, in order to guarantee the proper functioning of the Website and to minimize system errors, both from a technical point of view and material published, as well as to prevent the existence and transmission of viruses and other harmful components to the computer systems of Purchasers; however, the Company does not guarantee that the Website shall be fully exempt of errors, failures or malign components (of any nature) at all times.

The Company does not guarantee the lawfulness, reliability and usefulness of the contents supplied by third parties through the Website. If any Purchaser becomes aware of the existence of any content that is illegal, unlawful or infringing of the rights of third parties, he/she shall immediately notify the Company so that we can proceed with the adoption of appropriate measures.

By purchasing JEWEL Coins, the Purchaser acknowledges that the Company, including its affiliates, directors, employees, agents, contractors and service providers, is not required to provide a refund for any reason, and that the Purchaser is not entitled to receive money or any other form of compensation for any JEWEL Coins that are not used or not suitable for their intended purpose.

FORCE-MAJEURE

Neither the Purchaser nor the Company, including its affiliates, directors, employees, agents, contractors and service providers, shall be held liable towards the other party for any failure to perform any obligation, if such failure is caused by circumstances beyond the reasonable control of either the Company or the Purchaser failing to fulfil its obligations.

For the purpose of these Terms a force-majeure shall include, but not limited to lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes,

acts or omissions of persons for whom we are not responsible, acts of government or other competent authorities (including telecommunications and internet service providers).

The Purchaser indemnifies and holds the Company, including its affiliates, directors, employees, agents, contractors and service providers, harmless against all and any losses, liability, actions, suits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the JEWEL Project, whether due to the Company's, including its affiliates, directors, agents, contractors and service providers, negligence or not.

LIMITATION OF LIABILITY

Subject to any Applicable Laws and Regulations, the Purchaser agrees that the Company shall not be liable for any costs, claims, damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential losses (such as loss of profits, business, goodwill, revenue or anticipated savings) or damage of any kind), penalties, actions, judgments, suits, expenses, disbursements, fines or other amounts that you or any third party might suffer that relate to or arise from these Terms or purchase and use of JEWEL Coins, or termination of these Terms, for any reason, whether or not anyone anticipated or should have anticipated that the damages would occur.

Subject to any Applicable Laws and Regulations, the Purchaser shall not have any claim of any nature whatsoever against the Company for any failure by the Company to meet any of the Company's obligations under these Terms as a result of causes beyond the Company's control.

Subject to any Applicable Laws and Regulations, the Purchaser agrees to indemnify and hold the Company harmless in respect of any claim that a third party might bring against the Company that relates to or arises from these Terms or purchase of JEWEL Coins.

Any party related to the Initial JEWEL Coins Sale shall not be liable for any losses howsoever caused as a result of, arising from, or in connection with, whether directly or indirectly, the following:

- the Purchaser's use of the Website or unavailability, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;
- the Purchaser's reliance on the information provided through the Website;
- the Purchaser's participation in the Initial JEWEL Coins Sale and/or his/her use and/or possession of, and reliance on, JEWEL Coins he/she receives as a result of the same;

- any results that the Purchaser envisages that he/she might obtain from his/her participation in the Initial JEWEL Coins Sale;
- unauthorised access to or alteration of the Purchaser's transmissions or data;
- statements or conduct of any third party on the Website; and
- any other matter relating to the Website and to any of the services and goods available through the same.

The Purchaser acknowledges and accepts that cryptocurrencies are volatile and a fluctuating good based on technology and a supply and demand model, and therefore, the Company shall not accept any liability for any depreciation of JEWEL Coins and any losses that the Purchaser may suffer as a result.

The Company shall not be held liable for, the accuracy, usefulness or correctness of all information and documents published on the Website. The Company does not guarantee that JEWEL Coins are reliable or error-free.

The Purchaser shall indemnify, defend and hold the Company, including its subsidiaries, affiliates, directors, officers, employees, agents, representatives, assignees and successors, harmless from and against any and all claims, damages, losses, actions, demands, proceedings, expenses and/or liabilities filed or incurred by any third party against the Company arising out of a breach of any warranty, representation or obligation under these Terms.

SEVERABILITY

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of JEWEL Coins. If any term, covenant, condition, or provision of these Terms shall be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining terms and conditions; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

The Purchaser agrees that these Terms govern the sale of JEWEL Coins and supersede any public statements about JEWEL Coins sale made by third parties or by JEWEL Team or individuals associated with the JEWEL Team, before and during JEWEL Coins Sale.

WAIVER

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right. The express waiver by the Company of

any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be neither considered as an amendment of these Terms nor be legally binding.

The Company reserves the right to amend these Terms and Conditions at any time with immediate effect by publishing the updated Terms and Conditions on the Website. All such changes will take effect once they have been posted on the Website and the User will be deemed to have accepted any such changes by the User's use of the Website from such time.

AMENDMENTS AND UPDATES

The Company reserves the right, at its sole discretion, to change, modify, add, or remove parts of the Whitepaper and/or Terms at any time during the Initial JEWEL Coins Sale by posting the amended versions of the Whitepaper and/or Terms on the Website.

The Purchaser acknowledges and accepts that these Terms are subject to changes, modifications, amendments, alterations or supplements at any time, which will be effective immediately upon publication on the Website. The new and amended Terms shall apply to any purchase of JEWEL Coins made by the Purchaser after the new Terms have been published.

The Purchaser agrees to be bound by any such update or change if the Purchaser continues to use the Website and/or purchase and hold JEWEL Coins.

These Terms may be amended from time to time in the following circumstances:

- changes in methods of accepting payments for JEWEL Coins from the Purchaser;
- changes in methods of valuating JEWEL Coins;
- changes in Applicable Laws and Regulations, if any regulatory authority requires to make changes to these Terms or any aspects of JEWEL Project or the Company's business practices in terms of Applicable Laws and Regulations.

USE OF THE WEBSITE

The Purchaser agrees that in using the Website the Purchaser shall not:

- use the Website in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity;
- transfer files that contain viruses or other harmful programs;
- seek to bypass or interfere with any security features of the Website, or interfere with any of the Company's websites, servers, or networks.

The Company reserves the right to suspend, restrict or terminate the Purchaser's access to this Website at any time without notice, at the Company's discretion, if the Company has reasonable grounds to believe the Purchaser has breached any of the restrictions above.

The Company may, at its sole discretion, restrict access to some parts of this website, or the entire website, to limited groups of Purchasers.

INTELLECTUAL PROPERTY

The Company is the sole owner of the rights and titles over the Website and any and all of its contents and information provided, used or published, including, but not limited to, the website itself, texts, photographs, illustrations, logos, trademarks, graphics, designs, interfaces, software, technology, and any other information or content, and the services available through the Website.

The Purchaser acknowledges that all intellectual property rights over the contents of the Website are vested in the Company. It is expressly forbidden to modify, copy, reproduce, publicly communicate, transform or distribute, through any means, all or part of the contents published on the Website without the prior, written and express consent of the Company.

By accessing the Website, the Purchaser is granted the right to use the content published and available on the Website solely for the purposes of participating in the Initial JEWEL Coins Sale and limited to a personal and non-commercial use by the Purchaser.

It is strictly forbidden to use any trademarks, trade names or similar distinctive signs included or referred to on the Website, whether owned by the Company or any other third party, without the Company's or the relevant third party's consent.

The Purchaser shall not use any of the Company's intellectual property for any reason without Company's prior written consent.

INDEMNITY

The Purchaser hereby agrees that subject to Applicable Laws and Regulations, the Company will not be liable for:

- any interruption, malfunction, downtime, off-line situation or other failure of any cryptocurrency or virtual currency trading platforms or online services provided by any third parties, including any third party's system, databases or any of its components;
- regulatory compliances measures, notices or actions imposed or any tax liability incurred by the Purchaser;

- any loss or damage with regard to the Purchaser's data or other data directly or indirectly caused by malfunction of any third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on any third party systems or programming defects; and/or

- any interruption, malfunction, downtime or other failure of services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers; internet service providers, electricity suppliers, relevant local authorities and certification authorities; or any other event over which the Company has no direct control.

SECURITY

The Purchaser shall take proper measures to protect his/her personal wallet keys, without which the Purchaser will not be able to access his/her personal wallet and use JEWEL Coins, which have been purchased during the Initial JEWEL Coins Sale.

The Purchaser expressly acknowledges that he/she understands, accepts and agrees that the Company, including its affiliates, directors, employees, agents, contractors and service providers, will not be required or able to re-issue the keys to access his/her personal wallet.

The Purchaser further accepts and agrees that without the required keys and login details the Purchaser's JEWEL Coins will be inaccessible and considered as unusable. The Company will not be liable to refund the Purchaser due to this failure from the Purchaser's side.

COMMUNICATIONS

The Purchaser agrees that the Company may communicate with, and/or otherwise provide notifications to the Purchaser, via email and other forms of electronic communications, by sending a paper document, or by posting on the Website.

LANGUAGE

Only English versions of any JEWEL Team communications shall be considered official communications of the Company. In case of any differences the English version of any communications as well as these Terms shall prevail.

GOVERNING LAW

Any matters arising from these Terms and Conditions, shall be governed by and interpreted in accordance with the laws of Estonia .

If a dispute arises between the Purchaser and the Company, the Purchaser is strongly encouraged to first contact the Company directly to seek amicable resolution.

The courts of Estonia will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms, or use of the Website.

FEEDBACK

If you have any questions about these Terms and Conditions, please contact us by e-mail help@jewelpay.org .