



## FISSACoin - THE CRYPTOCURRENCY FOR MUSIC EVENTS

### TERMS AND CONDITIONS OF FISSACoin

#### SALE Disclaimers

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE [HTTP://WWW.FISSACoin.COM](http://www.fissacoin.com), A WEBSITE OPERATED BY FISSACoin.

THESE TERMS AND CONDITIONS ARE NOT A SOLICITATION FOR INVESTMENT AND DOES NOT REPRESENT IN ANY WAY AN OFFERING OF SECURITIES IN ANY JURISDICTION, BUT STIPULATE THE TERMS AND CONDITIONS OF THE FISSACoin SALE.

THE PURCHASE OF FISSACOINS IS SUBJECT TO ACCEPTANCE OF THESE TERMS AND CONDITIONS.

BY PURCHASING FISSACOINS, THE USER ACKNOWLEDGES THAT HE/SHE HAS FULLY READ, UNDERSTOOD AND AGREED TO THESE TERMS AND CONDITIONS, AND THAT HE/SHE HAS THE NECESSARY LEGAL CAPACITY TO COMMIT HIMSELF/HERSELF TO THE OBLIGATIONS AND PURPOSES STATED IN THESE TERMS AND CONDITIONS.

IF THE USER DOES NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS, THE USER SHALL NEITHER PURCHASE FISSACOINS, NOR USE THIS WEBSITE OR SERVICES OFFERED ON THIS WEBSITE.

#### Terms and Definitions

“Company” — Fissacoin official registered as trademark and named as Fissacoin®

“Website” — <https://www.fissacoin.com>

“User” — any person who uses the Website and/or purchases FissaCoins during the ICO Period.

“FissaCoins” — **digital** or virtual currencies that are encrypted (secured) using **cryptography** created by the Company.

“ICO” — Initial Sale of FissaCoins to Users in accordance with FissaCoin Project Whitepaper.

“Cryptocurrency” — digital currency, such as Ethereum, Bitcoin, etc. used by the Users to purchase FissaCoins.

“Ethereum or Bitcoin” — a decentralized network.

“Terms and Conditions” — these Terms and Conditions and any other policies or procedures that may be issued by Fissacoin® and published from time to time on the Website.

“FissaCoin ICO” — starts on February 15th, 2018 and ends on June 25, 2018.

“FissaCoin Project Whitepaper” — a document prepared by Fissacoin® describing the FissaCoin project. <https://www.fissacoin.com/whitepaper.pdf>

Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

The term “including” does not exclude anything not listed thereafter, and any obligation related to not doing something includes an obligation of not allowing that thing to be done.

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

All sections in these Terms and Conditions shall survive any termination or expiration of these Terms and Conditions.



## Risks Associated with Purchase and Use of FissaCoins

User expressly acknowledge and understand that FissaCoins, cryptocurrency, blockchain technology, Ether, Ethereum and other related technologies are new and in certain cases untested, and particularly that they are outside of the Company's exclusive control.

Users acknowledge and confirm that prior to purchasing and receiving FissaCoins, they have been advised of the following risks, related to FissaCoins and blockchain technology in general:

1. Lack of Professional Expertise in Dealing with Cryptographic Assets and Blockchain-based Software Systems

Only Users with experience in cryptocurrencies and blockchain-based systems should purchase FissaCoins.

Users are solely responsible for ensuring relevant knowledge and experience in dealing with cryptographic assets in order to ensure that the Users understand the risks associated with the Initial Sale of FissaCoins.

The Company shall not be responsible for any loss of, or inability to access FissaCoins, personal wallets or any similar type of online/digital/virtual tokens or cryptocurrencies, which may be caused by the User's intentional or unintentional actions.

2. Immaturity of the blockchain Technology

The blockchain is at an early stage of development and recently experienced significant delays in processing block transactions due to extremely high volumes associated with token sales.

Since FissaCoins are based on the POS protocol, any malfunction, breakdown, unintended function or unexpected functioning of the POS protocol may cause the FissaCoins to malfunction or function in an unexpected or unintended manner or have a material adverse effect on FissaCoins.

3. Token Price Volatility

Extreme fluctuations should be expected in the value of FissaCoins.

The User hereby accepts and understands that the Company does not guarantee the market liquidity of FissaCoins.

The User further expressly acknowledges and confirms that the User shall not hold the Company (including its affiliates, directors, employees, agents, contractors and service providers) liable for any losses or damages arising from the price volatility of FissaCoins.

4. Operational Error

The User may never receive FissaCoins and may lose the entire amount the User paid to the Company for FissaCoins as a result of interruptions and operational errors in the process of purchasing or receiving FissaCoins.

The User acknowledges and understands that the Company shall not be liable for any losses or damages (whether direct or indirect) caused by operational errors.

5. FissaCoin Security

FissaCoins may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the smart sales contract, the smart token contract or FissaCoins in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, sybil attacks, smurfing and spoofing.



## 6. Changes to the Project

Although the Company intends to have FissaCoins realized as described in the FissaCoins Whitepaper, the Company may make changes in the FissaCoins for a number of reasons meaning that FissaCoins does no longer meet the User's expectations.

## 7. Risks associated with Laws and Regulations

The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities may regulate such technologies. It is also difficult to predict how or whether any governmental authority may make changes to existing laws, regulations or rules that may affect cryptographic tokens, digital assets, blockchain technology and its applications. The Company may cease the distribution of FissaCoins, the development of FissaCoins or cease offering FissaCoins in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to do so.

The User acknowledges and understands that the Company shall not be liable for any losses or damages (whether direct or indirect) caused by changes in regulatory and compliance requirements of the applicable laws and regulations.

By purchasing FissaCoins, the User expressly acknowledges and accepts all risks associated with such a purchase and the nature of the Initial Sale of FissaCoins.

### **General Provisions**

All purchases and prospective purchases in terms of the ICO of FissaCoins made by the User through the Website together with any services provided to the User through the Website, are subject to and regulated by these Terms and Conditions.

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

The User understands and accepts that FissaCoins do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, outside the FissaCoins.

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

The User must be at least 18 years old and have the capacity to purchase FissaCoins on this Website.

If the User fails to follow the instructions provided on the Website, the Company may limit, delay, or prevent the User from participating in the ICO of FissaCoins.

The Company reserves the right to refuse to process any order placed by any User or any potential User on the Website without giving a notice or stating a reason, and particularly where there is a suspicious activity or potentially fraudulent, illicit, illegal or related activities suspected.

User understands and accepts that the Company does not guarantee that the FissaCoin will hold its value or increase in value in the future.

The User acknowledges and accepts that these Terms and Conditions 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 and Conditions shall apply to any purchase of FissaCoins made by the User after the new Terms and Conditions have been published. By continuing to use the Website and participating in the ICO of FissaCoins, the User accepts such modifications or amendments.



## **Description of the ICO of FissaCoins & Terms of**

**Participation** In total there will be 28,000,000 FissaCoins created and issued. No further FissaCoins will be issued.

The User expressly acknowledges that he/she shall not have the right to cease participation in the ICO of FissaCoins and that FissaCoins purchased are final and non-refundable.

In order to participate in the ICO of FissaCoins.. The User is solely liable for issues arising from the use of a non-compatible system or wallet.

FissaCoins purchased by Users will be sent to their Fissacoin personal account. Users shall be responsible for implementing reasonable measures for securing the wallet, including any requisite private keys or other credentials necessary to access such storage mechanism. In case the User's private keys or other access credentials are lost, the User may lose access to the FissaCoins purchased.

## **Duration of the ICO of FissaCoins**

The ICO of FissaCoins launches on 15<sup>th</sup> February 2018 and shall run until the 25<sup>th</sup> of May, 2018 as described in the FissaCoins Whitepaper.

The dates of the ICO may be changed or the duration of the ICO of FissaCoins may be extended for any reason, including the unavailability of the website <https://fissacoin.com> or other unforeseen security or procedural issues.

## **Valuation of FissaCoins during the ICO**

The price of the FissaCoin will be \$0.73 during the ICO.

## **ICO Portal**

The ICO will be conducted by the Company through the website <https://fissacoin.com>

## **Protection of FissaCoins**

Users shall store the FissaCoins purchased during the ICO in their wallets.

## **FissaCoins Distribution**

FissaCoins purchased during the ICO will be distributed at the time of purchasing the FissaCoins.

## **KYC Requirements**

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

The User undertakes to provide all the information requested by the Company in respect of conducting KYC or AML checks/procedures. In the event that the User 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 User's right to use the Website and the power to stop providing services to that User without any obligation from the Company to refund or indemnify the User.



## 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 the any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the FissaCoins. The User uses all of these services including but not limited to services, online cryptocurrency services, assets or platforms at his/her own risk.

The User 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 FissaCoins including losses associated with these Terms and Conditions.

By accepting these Terms and Conditions, the User guarantees that he/she is neither residents nor citizens of a country whose laws and regulations ban or limit the purchase and/or use of cryptographic tokens.

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

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

The User represents and warrants that the User is of legal age to purchase FissaCoins.

The User represents and warrants that the User is legally permitted to purchase FissaCoins in the User's jurisdiction.

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

The User represents and warrants that the User is not exchanging Ethereum or any alternative crypto currency for FissaCoins for the purpose of speculative investment.

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

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

The User warrants and represents that he/she shall comply with all the provisions set out in these Terms and Conditions and in the FissaCoins Whitepaper, in addition to any other documents published by the Company in connection with the ICO.

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

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

The User 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 unauthorized 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 the Users; 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 User 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.

### **Use of the Website**

The User agrees that in using the Website the User 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 User's access to this Website at any time without notice at the Company's discretion if the Company has reasonable grounds to believe the User 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 Users.



### **Amendments to these Terms and Conditions**

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.

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

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

### **Risk, Losses or Damages**

The User 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 User;
- any loss or damage with regard to the User'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.

Users shall take proper measures to protect their FissaCoin e-wallet without which Users will not be able to access their personal wallets and use FissaCoins which they have purchased during the ICO. The User expressly acknowledges that he/she understands, accepts and agrees that the Company or any of its affiliates or service providers will not be required or able to re-issue the keys to access the FissaCoin e-wallet. The User further accepts and agrees that without the required keys and login details the User's FissaCoins will be inaccessible and considered as unusable. The Company will not be liable to refund the User due to this failure from his/her side.



### **Force-Majeure**

Neither the User 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 User failing to fulfil its obligations.

For the purpose of these Terms and Conditions 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 User 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 FissaCoin, whether due to the Company's (including its affiliates, directors, agents, contractors and service providers) negligence or not.

### **Non — Refundable Purchases**

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

By purchasing FissaCoins, the User 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 User is not entitled to receive money or any other form of compensation for any FissaCoins that are not used or not suitable for their intended purpose.

### **Notification of Special Purpose**

Unless otherwise provided in the applicable laws and regulations, should the User proceed to purchase any FissaCoins that fail to be suitable for the special or particular purpose as intended by the User and which do not relate to the Terms and Conditions of the FissaCoins, the Company shall not be liable towards the User.

### **Ownership and Risk**

Risk in and ownership of the FissaCoins shall be transferred to the User by accepting these Terms and Condition.

### **Governing Law and Legal Disputes**

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

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

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

### **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 User 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 User is granted the right to use the content published and available on the Website solely for the purposes of participating in the ICO of FissaCoins and limited to a personal and non-commercial use by the User.

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

### **Waiver**

The failure of the Company to require or enforce strict performance by the User of any provision of these Terms and Conditions or the Company's failure to exercise any right under these Terms and Conditions 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 and Conditions 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 and Conditions, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be neither considered as an amendment of these Terms and Conditions nor be legally binding.

### **Limitation of Liability and Indemnity**

Subject to any Applicable Laws and Regulations, the User 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 and Conditions or purchase and use of FissaCoins, or termination of these Terms and Conditions, 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 User 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 and Conditions as a result of causes beyond the Company's control.

Subject to any Applicable Laws and Regulations, the User 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 and Conditions or purchase of FissaCoins.

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Any party related to the ICO of FissaCoins 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 User'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 User's reliance on the information provided through the Website;
- the User's participation in the ICO and/or his/her use and/or possession of, and reliance on, the FissaCoins he/she receives as a result of the same;
- any results that the User envisages that he/she might obtain from his/her participation in the ICO;
- unauthorized access to or alteration of the User'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 User 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 the FissaCoins and any losses that the User 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 the FissaCoins are reliable or error-free.

The User 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 and Conditions.

### Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

Fissacoin®  
E: [contact@fissacoin.com](mailto:contact@fissacoin.com)