

Alpha/RusCoin Crowdfunding Terms and Conditions

Last updated: October 6, 2018

INTRODUCTION

These Terms and Conditions (hereinafter referred to as the Terms), Privacy Policy and any terms and conditions published from time to time on the Website (being <https://ruscoin.io>, the Crowdfunding Dashboard, all subdomains and all their respective pages) constitute the legal relationship and agreement between you, the Investor, and Alpha LLC, duly registered in the Russian Federation with the Primary State Registration Number 1135476146101 with the registered address at 20 Demakova St., Novosibirsk 630128 Russia, in respect of your participation in the Crowdfunding, receiving and holding Tokens, and your use of the Website.

“Alpha” means Alpha LLC which is a legal entity duly established and located in the Russian Federation and which conducts the Crowdfunding.

“Bitcoin” or “BTC” means the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

“Closing Time” means 12:00 PM UTC on May 1, 2019.

“Commencement Time” means 12:00 PM UTC on August 1, 2017.

“Control” or “to Control” means, with respect to any person, the possession, directly or indirectly (including through any number of interposed persons), of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and Controlled has the corresponding meaning.

“Crowdfund” or “Crowdfunding” means the crowdfunding process contemplated by Alpha by which Alpha will receive proceeds from the sales of its RusCoin tokens.

“Ether” or “ETH” means the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

“Investor” means you, any legal or natural person participating in the Crowdfunding.

“Investment” means funds which Investors send to Alpha LLC in exchange for RusCoin

The Tokens have not been and will not be registered under the United States Securities Act of 1933 as amended (the “Securities Act”) and may not be offered or sold in the United States or to or for the benefit of US persons (as defined in Regulation S under the Securities Act) unless they are so registered, or an exemption from the registration requirements of the Securities Act is available. One such exemption allows the resale of Tokens purchased for their own account and for investment purposes only by investors who (i) are not otherwise affiliated with Alpha LLC, (ii) have been exposed for some time to the economic risks that ownership of Tokens entails, and (iii) are not part of the distribution of the Tokens.

Tokens according to the current exchange rate.

“Loss” means damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including without limitation counsel’s or legal fees or costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction or any other commercial or other loss.

“RusCoin Crowdfunding Dashboard” or “Crowdfunding Dashboard” means the Crowdfunding web interface at https://en.ruscoin.io/pokupka_ruscoin.

“Privacy Policy” means the document describing the methods how Alpha collects, uses and releases information collected from Investors available on the Website at <https://ruscoin.io>.

“Reserved Proportions” means the proportions of the total number of Tokens provided as a result of Crowdfunding, such proportions being the 26% reserved for RusCoin team of founders.

“RusCoin” means the name of the Crowdfunding project, as well as the Token issued by Alpha LLC.

“White Paper” means the document describing RusCoin Token which is available on the Website at <https://drive.google.com/file/d/0B5lnm3in8XH8cExWb0NxM1dsZUE/view>.

“US” or “the USA” means the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia.

“UTC” means Coordinated Universal Time.

“Website” means <https://ruscoin.io>, the Crowdfunding Dashboard, all subdomains and all their respective pages.

The Crowdfunding is being conducted by Alpha and will take place wholly outside of the United States of America.

By using the Website and participating in the Crowdfunding you agree to these terms and conditions. Alpha reserves the right to amend the terms and conditions at any time and such amendments will be effective immediately upon publication on the Website. By continuing to use the Website and participating in the Crowdfunding you accept such amendments.

If you do not agree to these terms and conditions you must refrain from using the Website

and participating in the Crowdfunding.

1 Website

1.1 Alpha reserves the right, at its sole and absolute discretion and without giving prior notice, to:

- (a) vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website; and
- (b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website.

1.2 The Website may contain hyperlinks to websites which are not maintained or controlled by Alpha. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk.

1.3 The inclusion of any hyperlink does not imply endorsement by Alpha of such websites. Under no circumstances shall Alpha be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Website is linked.

2 Crowdfunding

2.1 Investors will provide funds to Alpha and will receive Tokens in recognition of their Investments.

2.2 Tokens impart no proprietary rights or obligation or contract, express or implied.

2.3 Crowdfunding will be conducted via the Website and will consist of Alpha accepting Investments and providing Tokens in recognition of such investments. Investors may invest using the cryptocurrencies as notified on the Website. Failure to follow the Crowdfunding instructions on the Website may limit, delay, or prevent an Investor from investing. Any questions about such instructions should be directed to support@ruscoin.io.

2.4 By investing in RusCoin Tokens and to the extent permitted by applicable law, you agree to not hold Alpha liable for any Loss arising out of, or in any way connected to, your failure to properly secure and keep private your email address and any password used in connection with Crowdfunding.

3 Creation of Tokens

3.1 Tokens will be created prior to the start of Crowdfunding and provided to Investors in a reasonable time after receipt of each Investment.

3.2 There will be 21,000,000 Tokens emitted for the purpose of the Crowdfunding.

3.3 The funds raised from the Crowdfunding will be applied towards investments in various business projects in strict compliance with the provisions of RusCoin White Paper.

4 Tender of Tokens by Alpha

Alpha shall have the right but not the obligation to repurchase all or some of the Tokens by way of a publicly announced tender. The holders of Tokens shall have the right but not the obligation to submit an offer into such tender. There shall be no limit to the number of tenders that may be conducted by Alpha.

5 Timing of Crowdfunding

5.1 Crowdfunding will begin at the Commencement Time and end at the Closing Time.

5.2 Alpha reserves the right to change the Commencement Time or the Closing Time at its absolute discretion. Any such changes will be published on the Website.

6 Acceptance of the Crowdfunding Terms and Conditions

6.1 By participating in the Crowdfunding you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Website, the White Paper, and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.

By using the Website and participating in the Crowdfunding you represent and warrant that you:

- (a) are legally permitted to participate in the Crowdfunding, make investments in favor of Alpha or receive and hold Tokens in your jurisdiction;
- (b) are of a sufficient age to legally participate in the Crowdfunding, make investments to Alpha or receive and hold Tokens;
- (c) are not participating in the Crowdfunding, making investments in RusCoin Tokens or receiving and holding Tokens for any illegal purpose;
- (d) have an understanding of the usage and intricacies of cryptocurrencies, cryptographic Tokens and blockchain-based software systems.

6.2 Further, by using the Website and participating in the Crowdfunding you acknowledge and agree that:

- (a) you take sole responsibility for any restrictions and risks associated with participating in the Crowdfunding, making investments in RusCoin Tokens arising under any applicable law or otherwise;
- (b) you are participating in the Crowdfunding, making investments in Alpha and receiving and holding Tokens to facilitate the goals and objectives of Alpha as stipulated for in RusCoin White Paper;
- (c) Tokens may not provide the rewards envisaged;
- (d) participating in the Crowdfunding, making investments or receiving and holding Tokens do not grant any decision making power;
- (e) you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website;
- (f) you will not violate or attempt to violate the security of the Website;
- (g) you will not access information or data which you are not authorized to access;
- (h) you will promptly provide to Alpha, upon request, any additional information which Alpha may consider necessary in providing services on the Website; and

you will ensure that any information or content posted or permitted or caused to be posted, on the Website, shall not be confidential or proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content. By using the Website and participating in the Crowdfunding you further agree to the following statements:

6.3 I represent that I am:

The Tokens have not been and will not be registered under the United States Securities Act of 1933 as amended (the "Securities Act") and may not be offered or sold in the United States or to or for the benefit of US persons (as defined in Regulation S under the Securities Act) unless they are so registered, or an exemption from the registration requirements of the Securities Act is available. One such exemption allows the resale of Tokens purchased for their own account and for investment purposes only by investors who (i) are not otherwise affiliated with Alpha LLC, (ii) have been exposed for some time to the economic risks that ownership of Tokens entails, and (iii) are not part of the distribution of the Tokens.

- (a) NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia (the “USA”);
- (b) NOT a corporation, partnership or other legal entity formed under the laws of the USA;
- (c) NOT an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA;
- (d) NOT a trust of which any trustee is described in (a), (b) or (c) above;
- (e) NOT a member of any branch of the military of the USA; and
- (f) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or (f) above.

6.4 My purchase of RusCoin Tokens is:

- (a) made for my own account as principal;
- (b) NOT made in anticipation of a further distribution of the RusCoin Tokens to others; and
- (c) NOT preceded and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for RusCoin Tokens in the United States.

7 Token Purchase

7.1 RusCoin Crowdfunding Dashboard will provide you with a unique intermediary address for Investments made in cryptocurrency, so you can confirm that your payment made using the cryptocurrency selected has been received.

7.2 RusCoin Crowdfunding Dashboard will provide you with a unique order identification combination which will serve as a reference ID for all the requests regarding created purchase requests for cryptocurrency Investments.

7.3 Investor will be able to check the status updates of their Investment at his/her Crowdfunding Dashboard account.

7.4 Knowledge of the unique intermediary address or unique order identification combination does not constitute a purchase receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of a Token. All complaints will be processed individually.

8 Crowdfunding on the Website and Authorized Exchanges Only

8.1 Alpha will Crowdfund via the Website and authorized exchanges listed on the Website, however, Alpha reserves the right to allow for other means to purchase RusCoin Tokens.

8.2 The only official and authorized Crowdfunding website URL operated by Alpha is <https://ruscoin.io>. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

8.3 The list of officially authorized exchanges which are allowed to distribute RusCoin Token during the Crowdfunding is announced on the Website.

8.4 By participating in the Crowdfunding, making investments in Alpha or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party may be held liable for any Loss arising out of or in any way connected to your participation in the Crowdfunding, investments in Alpha or receiving and holding Tokens

in any manner other than via the Website or via the authorized exchanges.

9 Fraudulent Attempts to Double Spend Cryptocurrency

Alpha will monitor all potential transactions for attempts to double spend any cryptocurrency or cryptographic Tokens during Crowdfunding. Any detected double spend will result in no Tokens being provided to the relevant party.

10 Warning: Do not participate in this Crowdfunding if you are not familiar with or do not understand cryptocurrencies, cryptographic tokens, and blockchain-based software systems.

10.1 Only parties having significant experience with or an understanding of the use and intricacies of cryptocurrencies, cryptographic tokens, and blockchain-based software systems should participate in the Crowdfunding.

10.2 While Alpha will provide general guidelines in relation to the use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with cryptocurrencies, cryptographic tokens, and blockchain-based software systems.

11 Warning: Token Price May Experience Extreme Volatility

Cryptographic Tokens or cryptocurrencies that possess value in public markets, such as BTC, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Alpha cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in different jurisdictions.

12 Warning: Receiving Tokens Carries Certain Risks

12.1 Tokens carry risks.

Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in the Crowdfunding, making investments in RusCoin Tokens you acknowledge and agree that you understand the risks described below and that, to the extent permitted by applicable law, you agree that no other party may be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, investments in RusCoin Tokens or such risk.

12.2 Theft.

Hackers or other groups or organizations may attempt to steal Tokens.

12.3 Weaknesses or exploitable breakthroughs in the field of cryptography.

Cryptography is a rapidly developing field with advances in code cracking and technical advances which could present a risk to the RusCoin Crowdfunding campaign and potentially result in theft or loss of Tokens. To the extent possible, Alpha intends to account for any advances in cryptography and to incorporate additional security

measures; however, it cannot predict the future of cryptography or the success of any future security updates.

13 Taxation

13.1 Alpha makes no representations concerning possible tax implications of participating in the Crowdfunding, receiving and holding Tokens.

13.2 You bear the sole responsibility for determining or assessing the tax implications of your participation in the Crowdfunding, investments in Alpha or receiving and holding Tokens in all respects and in any relevant jurisdiction.

13.3 By participating in the Crowdfunding, making investments or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party may be held liable for any Loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Crowdfunding, Investments in Alpha or receiving and holding Tokens.

14 Privacy

14.1 Except as otherwise provided in these Terms and Conditions, Privacy Policy or on the Website, Alpha will not publish any identifying information relating to you without your prior written consent.

14.2 Investors may be contacted by Alpha regarding the Crowdfunding before, during and after the Crowdfunding.

14.3 Alpha may request additional information from Investors if such information is required by applicable laws.

15 Intellectual Property

15.1 Unless otherwise stated, the contents and any information on the Website are property of Alpha and other parties. You may not download, reproduce or retransmit any information, other than for non-commercial individual use. This Website shall be used by the Investors only. You, the Investor, are granted a limited, non-transferable, revocable license to view and copy the information for personal use only.

15.2 All intellectual property rights comprised in the information, text, graphics, logos, images, audio- and video materials, data compilations, scripts, software, technology, sound or any other materials or works found on the Website shall vest in and remain property of Alpha. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach these terms and conditions.

16 US Citizens

16.1 Tokens are not offered to US residents or citizens.

16.2 By participating in the Crowdfunding, making investments or receiving and holding Tokens you represent and warrant that you are not a US resident or citizen.

17 Cooperation with Legal Authorities

Alpha will cooperate with all law enforcement inquiries, subpoenas or requests provided

they are fully supported and documented by the law in the relevant jurisdiction.

18 Jurisdiction of the Crowdfund

The legal entity conducting the Crowdfunding, Alpha LLC, is registered in the Russian Federation under the laws of the Russian Federation.

19 “Know Your Customer” and “Anti-money Laundering”

Alpha reserves the right to conduct “Know Your Customer” and “Anti-money Laundering” checks on Investors if it becomes required by the applicable laws.

20 Force Majeure

Alpha is not liable in any way for its failure to perform due to any Force Majeure Event. By participating in the Crowdfunding, receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party may be held liable for any Loss arising out of or in any way connected to any Force Majeure Event.

21 Complete Agreement

21.1 These terms and conditions together with any terms and conditions published from time to time on the Website set out the entire understanding between each Investor and Alpha in relation to your participation in the Crowdfunding, investment in RusCoin Tokens or receiving and holding Tokens.

21.2 To the extent that this document conflicts with the Website or any other document this document shall prevail.

21.3 To the extent that these terms and conditions or the terms and conditions published from time to time on the Website conflict with any of their translated copies, the English version shall prevail.

22 Severability

If any provision of these terms and conditions is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

23 No Waiver

The failure of Alpha to require or enforce strict performance of any provision of these terms and conditions or Alpha’s failure to exercise any right under these terms and conditions shall not be construed as a waiver or relinquishment of Alpha’s right to assert or rely upon any such provision or right (or any other provision and/or right contained this document in its entirety, as the case may be) in that or any other instance. The express waiver by Alpha 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 out in these terms and conditions, no representations, statements, consents, waivers or other acts or omissions by Alpha

The Tokens have not been and will not be registered under the United States Securities Act of 1933 as amended (the “Securities Act”) and may not be offered or sold in the United States or to or for the benefit of US persons (as defined in Regulation S under the Securities Act) unless they are so registered, or an exemption from the registration requirements of the Securities Act is available. One such exemption allows the resale of Tokens purchased for their own account and for investment purposes only by investors who (i) are not otherwise affiliated with Alpha LLC, (ii) have been exposed for some time to the economic risks that ownership of Tokens entails, and (iii) are not part of the distribution of the Tokens.

shall be deemed a modification of these terms and conditions or be legally binding.

24 Disclaimer of Warranties

The Investor expressly agrees that the Investor is participating in the Crowdfunding and making investments in RusCoin Tokens at their own risk and that Tokens are provided on an “as is” basis without warranties of any kind, either express or implied, including but not limited to any warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law).

25 Exclusion of Liability

Alpha shall not be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any Loss even if Alpha is advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:

- (a) your participation in the Crowdfunding, investment in RusCoin Tokens;
- (b) any access, use of, or inability to access or use, the Website;
- (c) your reliance on or use of or inability to use the contents and information of the Website or any linked website;
- (d) any 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;
- (e) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website;
- (f) unauthorized access to or alteration of your transmissions or data;
- (g) statements or conduct of any third party on the Website; or
- (h) any other matter relating to the Website.

26 Indemnity

You will indemnify Alpha from and against all Loss in any way arising out of your participation in the Crowdfunding, Investments in RusCoin Tokens or receiving and holding Tokens or your use of the Website.

27 Forward Looking Statements

27.1 The Website and/or the White Paper may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans,” “etc.,” “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Alpha to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Although Alpha believes it has reasonable

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basis for making these forward-looking statements, you must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur.

27.2 By participating in the Crowdfunding, making investment in RusCoin Tokens, receiving and holding RusCoin Tokens or using the Website, you acknowledge and agree that you fully understand and accept the risks set out in Clause 12 and, to the extent permitted by applicable law, you agree that no other party will be held liable for any Loss arising out of or in any way connected with your participation in the Crowdfunding, investment in RusCoin Tokens, receiving or holding RusCoin Tokens or using the Website.

28 Governing Law

This document shall be governed by the laws of the Russian Federation. The courts of the Russian Federation shall have exclusive jurisdiction over any and all disputes arising out of this document.