

QYK TOKENSALE TERMS & CONDITIONS



Your personal bar, on the cloud!

QYK TOKENSALE: TERMS & CONDITIONS

General Information

The QYK token is a coin, which will allow the User to access the service provided by the QYK platform. Those who intend to purchase QYK Tokens are subject to the acceptance of the General Terms & Conditions.

The core idea of the QYK Bar is in its virtual cloud decentralized nature of very real stock of spirits that physically belongs to you for consumption in the places that become members of the loyalty program. But wait, there is more fun and useful features. Our technology makes it possible to decentralize consumption of your favourite bottle of spirit across your favourite drinking destinations. That means that you can have few shots of your cloud bottle in one place and few shots in another place with no money on hand, or the commitment for some fixed destination. All you have to carry with you is your smartphone with our application downloaded in it and the bottle of spirit that you had purchased prior to your night-out at a bulk price that we offer to our loyal members.

Our QYK token is the fuel and reward-based mechanism to facilitate the growth of the loyalty network for our members and to incentivized them for sales within our fun and priced-less ecosystem. Within our loyalty system QYK coins are accepted for payment by all participants of the platform: Customers, Bar owners, producers. At the same time, we are not going to limit other payment options in favour of QYK coins alone, since QYK Bar's ideology is not to create another cryptocurrency, but to provide our loyal members the freedom of choice:

1. Wide range of alcohol products
2. Global coverage and local favourite drinking and dining spots
3. Different options to pay for your purchases: QYK tokens, popular cryptocurrencies, fiat money.

We are not creating the closed-end blockchain solution for selective group of blockchain enthusiasts only. We bring blockchain to the real world, real people, real business and integrate them.

The QYK token does not have the legal qualification of a security, since it does not give any rights to dividends or interests. The sale of QYK tokens is final and non-refundable. QYK tokens are not shares and do not give any right to participate to the general meeting of QYK Digital Technologies Pte. Ltd. QYK tokens cannot have a performance or a particular value outside the QYK Platform. QYK tokens shall therefore not be used or purchased for speculative or investment purposes. QYK Tokens will not be listed on any regulated stock exchange. Neither these Whitepaper nor any other material relating to the Offer, QYK Network or QYK Tokens will be or have been filed with regard to legal standards such as the Federal Act on Stock Exchanges and Securities Trading law, the Financial Market Infrastructure Act, the Collective Investment Schemes Act, which are not applicable to this token sale. Therefore, laws and acts that ensure that investors are sold investments that include all the proper disclosures and are subject to regulatory scrutiny for the investors' protection, are not applicable in this case. Every purchaser of QYK Token should receive proper advice in order to understand whether the purchase of the Token is appropriate for him or not.

Anyone purchasing QYK tokens expressly acknowledges and represents that she/he has carefully reviewed the white paper and other documents and fully understands the risks, costs and benefits associated with the purchase of QYK Tokens.

Knowledge required

The purchaser of QYK tokens undertakes that she/he understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the crowd sale as well as the mechanism related to the use of cryptocurrencies (incl. storage).

QYK shall not be responsible for any loss of QYK tokens or situations making it impossible to access QYK tokens, which may result from any actions or omissions of the user or any person undertaking to acquire QYK tokens, as well as in case of hacker attacks.

Risks

Acquiring QYK tokens and storing them involves various risks, in particular the risk that QYK may not be able to launch its operations and develop its blockchain and provide the services promised. Therefore, and prior to acquiring QYK tokens, any user should carefully consider the risks, costs and benefits of acquiring QYK tokens in the context of the crowd sale and, if necessary, obtain any independent advice in this regard. Any interested person who is not in the position to accept or to understand the risks associated with the activity or any other risks as indicated in the Terms & Conditions of the crowd sale should not acquire QYK tokens.

Important Disclaimer

The crowd sale shall not and cannot be considered as an invitation to enter into an investment. It does not constitute or relate in any way nor should it be considered as an offering of securities in any jurisdiction. This white paper does not include or contain any information or indication that might be considered as a recommendation or that might be used as a basis for any investment decision. QYK tokens are just utility tokens which can be used only on the QYK platform and are not intended to be used as an investment.

The offering of QYK tokens on a trading platform is done in order to allow the use of the QYK platform as mentioned in above sections and not for speculative purposes. The offering of QYK

tokens on a trading platform does not change the legal qualification of the tokens, which remain a simple means for the use of the QYK platform and are not a security.

QYK is not to be considered as an advisor in any legal, tax or financial matters. Any information in the documentations shared is provided for general information purposes only and QYK does not provide any warranty as to the accuracy and completeness of this information. Acquiring QYK tokens shall not grant any right or influence over QYK Digital organization and governance to the Purchasers.

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may impact QYK business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire QYK tokens must be aware of the QYK business model, any of the workings, products and related Terms & Conditions may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such a case, purchasers and anyone undertaking to acquire QYK tokens acknowledge and understand that neither QYK nor any of its affiliates shall be held liable for any direct or indirect loss or damage caused by such changes.

QYK will do its utmost to launch its operations and develop the QYK platform. Anyone undertaking to acquire QYK tokens acknowledges and understands that QYK does not provide any guarantee that it will manage to achieve it. They acknowledge and understand therefore that QYK (incl. its bodies and employees) assume no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use QYK tokens, except in case of intentional misconduct or gross negligence.

Representation and warranties

By participating in the crowd sale, the purchaser agrees to the above and in particular, they represent and warrant that they:

- have read carefully the Terms & Conditions attached to all documentations and information shared during the crowd sale; agree to their full contents and accept to be legally bound by them;
- are authorized and have full power to purchase QYK tokens according to the laws that apply in their jurisdiction of domicile;

- are not a U.S. citizen, resident or entity (a “U.S. Person”) nor are they purchasing QYK or signing on behalf of a U.S. Person;
 - are not resident in China or South Korea and nor are they purchasing QYK or signing on behalf of a Chinese or South Korea resident;
 - live in a jurisdiction which allows QYK to sell QYK tokens through a crowd sale without requiring any local authorization;
 - are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
 - will not use the crowd sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - have sufficient knowledge about the nature of the cryptographic tokens and have significant experience with, and functional understanding of, the usage and intricacies of dealing with cryptographic token and currencies and blockchain-based systems and services;
-
- purchase QYK tokens because they wish to have access to the QYK platform;
 - are not purchasing QYK tokens for the purpose of speculative investment or usage.

Governing law and arbitration

The Client acknowledges and accepts that the QYK Crowd Sale operation is taking place in Singapore Legal environment which is under development. The Parties agree to seek an amicable settlement prior to bringing any legal action. All disputes arising with papers provided, shall be resolved by arbitration in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles.