

# **Hade Pay Token (HPAY) PURCHASE POLICY**

Last updated: 11/19/2017

## **SECTION 1. GENERAL SALE POLICY**

1.1. This Purchase Policy (hereinafter referred to as the “Policy”) sets forth general rules and procedure of the purchase and use of HADE Pay Token (HPAY) by the Website Owner and their purchase by Users.

1.2. This Policy is an inalienable part of the HPAY Token General Terms & Conditions that the User shall carefully read, understand, and irrevocably accept. In terms not regulated by this Policy the HPAY Token Sale General Terms & Conditions shall apply to the relationships that arise hereunder.

1.3. It is each User’s responsibility to carefully read and comply with this Policy.

1.5. It is understood and presumed per se that by the facts of use of the Website and purchase of HPAY Token with Hade Pay, the respective User has fully read, understood, and irrevocably accepted this Policy. If any User does not agree with this Policy in general or any part of it, such User should withhold from using the Website and/or purchasing HPAY Token.

**IMPORTANT: ALL BUYERS WILL BE REQUIRED TO SUBMIT PROPER KYC AML REQUIREMENTS TO PURCHASE HPAY TOKENS. ALL SALES ARE FINAL. IF YOU DO NOT COMPLY WITH KYC AML REQUIREMENTS YOU WILL NOT RECEIVE HPAY TOKEN OR REFUND. ALL HPAY TOKEN BUYERS MUST AGREE THAT THE INTENT TO PURCHASE HPAY TOKEN AT THE TIME OF PURCHASE IS TO PURCHASE SERVICES WITH HPAY TOKEN OFFERED ON HADEPLATFORM.COM OR ANY AFFILIATE WHERE HPAY TOKEN IS ACCEPTED. ONLY ACCREDITED INVESTORS ARE EXCLUDED FROM THIS REQUIREMENT. ACCREDITED INVESTORS WITH NO INTENT TO PURCHASE SERVICES WITH HPAY TOKEN ON HADEPLATFORM.COM OR ANY OF ITS AFFILIATES WILL BE ASKED TO SUBMIT DOCUMENTED PROOF THAT CONFIRMS THEIR ACCREDITED STANDING TO BE TRUE AND ACCURATE.**

## **SECTION 2. HPAY TOKEN SALE OFFER AND ACCEPTANCE**

2.1. HPAY Token is available to purchase to eligible persons (Users) and businesses (Entities) with Hade Pay for the use on Hade Technologies properties and subsidiaries. HPAY token price is determined by third party trading sources plus a spread of up to 10% to account for price volatility.

2.2. The Website Owner’s publication on the Website of an offer to sell HPAY Token to eligible offerees (potential HPAY Token purchasers) is considered a legally binding offer of the Website Owner to sell HPAY Token (hereinafter referred to as the “Offer”).

2.3. The Offer shall be available only at the Website. Any other offers concerning HPAY Token Sale not listed on our site shall be considered null and void and shall not put any obligations upon the Website Owner.

2.4. Legally binding acceptance of the Offer shall be conducted by a User on the Website (hereinafter referred to as the “Offer Acceptance”) by clicking on the respective “Buy Token with Hade Pay” button (or similar) on the Website. From this moment, the Offer shall be considered formally accepted by the respective User and the User shall be obliged to pay the price of the respective number of Tokens (on the condition that the respective User complies with the eligibility requirements set forth by the Website Owner).

2.6. Offer Acceptance by an eligible User shall be deemed irrevocable

### **SECTION 3. PAYMENT PROCEDURE**

3.1. The price of one HPAY Token changes based on supply and demand. We use an internal service “Hade Pay” to figure the real time price of HPAY token and present that price to users for purchase and use on HadePlatform.com and its subsidiaries.

3.2. We do accept fiat currency as payment for HPAY Token unless otherwise noted on our site.

3.3 The accepted list of cryptocurrencies we accept as payment for HPAY Token may change from time to time, as we might add more forms of acceptable payment without notice.

3.4. To purchase HPAY Token, the User shall only send Cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which is commensurate to the amount of the HPAY Token the User is willing to receive for such payment. It is prohibited to send Cryptocurrency funds to purchase HPAY Token from any Cryptocurrency exchanges (Coin base, Poloniex, or others). The User undertakes to control solely the address and/or the Cryptocurrency wallet used for the HPAY Token Sale contribution, shall not act on behalf of any third party, and shall not transfer the control of the mentioned address or wallet to any third party.

3.5. The amount of HPAY Token to be provided to a User shall be specified in eligible User’s registered Account on the Website upon completion of HPAY Token purchase. The HPAY Token shall be sent to the User’s personal respective Cryptocurrency wallet via smart contract from Hade Pay. At that, to receive HPAY Token the eligible User is obliged to strictly follow all requirements and procedures set forth by the Website Owner, as shall be mentioned on the Website or otherwise communicated by the Website Owner to the User (including provision of necessary identification information about the User, information about his Cryptocurrency wallet, filling-in User’s profile on the Website, complying with KYC/AML/OFAC screening procedures,

etc.). The Website Owner is not liable for inability of the User to receive or use HPAY Token because of User’s failure to follow any of the requirements and procedures of the Website Owner or due to any possible misrepresentations of the User and shall not make any **refunds of contributions** made. HPAY purchases are made using Hade Pay, an independent company owned by ODP Solutions, and any issues that arise from using this software is the responsibility of the buyer. The buyer shall understand that the purchase of HPAY with Hade Pay is a test trial, and unexpected issues can arise that neither Hade Technologies, LLC nor ODP Solutions, LLC are responsible for.

3.7. To the maximum extent permissible under Applicable Law, the purchase of the HPAY Token by the User from the Website Owner is final, and, thus, there are no refunds and/or cancellations.

3.8. The Website Owner shall not store HPAY Token on a User's behalf; any HPAY Token shall be stored in the User's own Cryptocurrency wallet following distribution.

#### **SECTION 4. HADE TOKEN SALE PROCEEDS STATUS**

4.1. Any cryptocurrency proceeds received by the Website Owner from the sale of HPAY Token to Users shall only be deemed as proceeds received from sale of software services, as HPAY Token are eventually designated to provide services to the Users.

4.2. You agree that HPAY Token are not securities or any other financial instruments and shall not be considered as such; the offering of HPAY Token is not registered with any government entity, and does not represent any share, stake, or security or equivalent rights including, but not limited to, any right to receive future revenue shares and intellectual property rights in HPAY, and do not represent any ownership rights in HPAY.

#### **SECTION 6. USER REPRESENTATIONS AND WARRANTIES**

6.1. By accepting this Policy and by buying the HPAY Token, the User represents/warrants and accepts that there are certain risks associated with purchase of HPAY Token, holding HPAY Token, and using HPAY Token. By purchasing HPAY Token, the User expressly acknowledges and assumes such risks, including, but not limited to: risk of losing access to the HPAY Token in his/her possession due to loss of private key(s) or password, as well as any other registration information; risks associated with the HPAY Token Blockchain; risk of mining attacks; risk of hacking and security weaknesses; risks associated with Cryptocurrency markets; etc.

6.2. The User also accepts that the HPAY concept is still in an early development stage and unproven; that is why there is no warranty that the process for creating HPAY Token will be uninterrupted or error-free and that there is an inherent risk that the site could contain weaknesses, vulnerabilities, or bugs causing, inter alia, the complete loss of HPAY Token.

6.3. There is a risk that the use of the HPAY Token and relations between the Parties may be governed by any other applicable terms and policies.

6.4. The User agrees to be solely responsible for any applicable taxes imposed on the HPAY Token purchased hereunder.

6.5. The User is fully liable for any possible misrepresentations concerning meeting of any eligibility requirements set forth by the Website Owner for HPAY Token Sale conduction (including, but not limited to, residence requirements).

6.6. The User understands and fully accepts that the Website Owner is entitled to ban or otherwise restrict the User's participation in the HPAY Token Sale (solely upon the Website Owner's discretion and by any means) if the respective User does not meet any of the eligibility requirements set forth by the Website User for HPAY Token Sale conduction or on other grounds.

6.7. The User understands and fully accepts that certain jurisdictions restrict (or may restrict in future) their residents or citizens from participation in any token sales, the use of Cryptocurrencies, or use of any Cryptocurrency exchanges for various reasons. The Website Owner does not bear any liability for any possible current or future impossibility to use HPAY Token because of the aforementioned or any other possible restrictions.

6.8. The User hereby undertakes to provide valid proof concerning the legality of his/her proceeds used to purchase HPAY Token upon the Website Owner's request or the request of bank institutions or government authorities.

6.9. The User hereby confirms that he/she has not been involved in any illegal activity and that he/she will not use the Website for any illegal activity

## **SECTION 7. KYC & AML REGULATIONS**

7.1. If, at any time, we determine that We must or should comply with applicable law, regulations, or guidance for money services businesses operating in the United States or any other jurisdiction, we may be required to file details of account activity to the Financial Crimes Enforcement Network ("FinCEN") from time to time. We may also be required to provide information as required by law to other state or federal agencies in the United States and other jurisdictions including, but not limited to, reporting suspicious transactions of \$2,000 or more to FinCEN, and maintaining records regarding transactions of \$3,000 or more (the "Recordkeeping Requirements").

7.2. We maintain a KYC (Know Your Customer) policy to comply with the Recordkeeping Requirements. We aim to reasonably identify each prospective purchaser of HPAY Token by cross-checking user data against governmental watch lists, including, but not limited to, the Specifically Designated Nationals and Blocked Persons List maintained by OFAC, as well as third-party identity verification and authentication services. If Your proposed purchase is flagged through Our internal controls, we may require additional proof of identification from You, and We have the right to not permit any purchases until additional and verifiable proof of identity to our satisfaction is received and You have been approved as a prospective purchaser.

7.3. By agreeing to this Agreement, you acknowledge and agree that that We maintain verification levels that require User participation and verification to obtain, with leveled permissions based on user-supplied information, our ability to verify it, and Our internal policies. You accept that You may not be able to achieve Your desired level of verification, and We reserve the right, at Our sole discretion, to determine the appropriate verification level for any User, as well as the right to downgrade Users without notice. We may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect Your right to purchase HPAY Token or withdraw HPAY Token in your Account, and You indemnify Us against any losses associated with an inability to purchase, withdraw, or use HPAY Token based on Your verification level.

## **SECTION 8. PROHIBITIONS**

8.1. By agreeing to this Agreement, you warrant that neither You, nor any individual or entity that You represent, (A) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor are they otherwise a party with which HPAY is prohibited to deal under the laws of the United States, or (B) is a Person identified as a terrorist organization on appearing on any other relevant lists maintained by governmental authorities. Because of the mentioned regulations, residents and/or citizens of the following geographic areas shall not be entitled to

use the Website or to participate in the HPAY Token Sale: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine (banned countries).

8.2. Any residents or citizens of any other geographic area that is subject to UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or has any a ligation to such sanctions shall not be entitled to use the Website and participate in the HPAY Token Sale.

8.3. You further represent and warrant that (if You are a natural person): (i) You are not a person who is or has been entrusted with prominent public functions, such as a Head of State of government, a senior politician, a senior government, judicial, or military o cial, a senior executive of a state-owned corporation, an important political party o cial, or a close family member or close associate of any such person, and (ii) the monies used to fund the purchase of HPAY Token are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country (1) under a U.S. embargo enforced by OFAC, (2) that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering, or (3) that has been designated by the U.S. Secretary of the Treasury as a “primary money laundering concern.”

8.4. You further represent and warrant that you do not know or have any reason to suspect that (1) the monies used to fund Your purchase of HPAY Token have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities, or (2) the proceeds from Your purchase of HPAY Token will be used to finance any illegal activities.

## **SECTION 9. PURCHASE RESTRICTIONS**

9.1. The Website and/or HPAY Token are intended for marketing and sale to participants only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale under respective applicable regulations (“Permitted Jurisdictions”). You are only permitted to use the Website and purchase HPAY Token if Your primary residence or domicile is in a Permitted Jurisdiction.

9.2. The marketing and sale of HPAY Token is being made in the Permitted Jurisdictions on the basis that the HPAY Token do not constitute a security, financial instrument, or otherwise regulated investment in those jurisdictions, such that the prospectus or other disclosure requirements and other investor safeguards that would apply to a securities offering will not apply to the issuance and sale of HPAY Token in the Permitted Jurisdictions. In addition, HPAY is not regulated in the Permitted Jurisdictions and is not required to be registered with, or licensed or authorized by, any relevant authorities. If Your primary residence or domicile is not in one of the Permitted Jurisdictions, you are not permitted to purchase HPAY Token and we reserve the right to refuse to sell HPAY Token to You and the right to restrict Your access to the Website.

### **NOTICE TO RESIDENTS IN THE PEOPLE’S REPUBLIC OF CHINA, SOUTH KOREA, JAPAN AND STATE OF NEW YORK**

9.3. Certain jurisdictions restrict or have specific regulation concerning the offer, sale and/or purchase of Cryptocurrencies and/or tokens through token sale, and these include the People’s Republic of China (excluding the special administrative regions of Hong Kong and Macau, and

Taiwan), South Korea, Japan, and the State of New York. HPAY Token shall not be marketed, offered, or sold to residents in the People's Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Japan, or the State of New York. The information contained in this Policy and/or any Accompanying Documents will not constitute an offer to sell or an invitation, advertisement, or solicitation of an offer to buy HADE Token within the People's Republic of China (excluding the special administrative regions of Hong Kong and Macau, and Taiwan), South Korea, Japan or the State of New York.

## SECTION 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

10.1. The HPAY Token are to be provided on an "as is" basis and without any warranties of any kind, either expressed or implied. The User assumes all responsibility and risk with respect to buying of any amount of HPAY Token and their use. The User hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, the Website Owner does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary, or otherwise) resulting from any use of, or inability to use the Website or the material, information, software, facilities, services, or content on the Website, as well as from the purchasing of HPAY Token, regardless of the basis upon which the liability is claimed and even if the Website Owner has been advised of the possibility of such loss or damage. The User understands and agrees that the Website Owner shall not be held liable to and shall not accept any liability, obligation, or responsibility whatsoever for any change of the value of HPAY Token. The User understands and expressly agrees that the Website Owner shall not guarantee in any way that HPAY Token may be sold or transferred during or after the HPAY Token Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the User, the limitations will apply to the User only to the extent permitted by the Applicable Law. The User understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of HPAY Token. Purchasing of HPAY Token by the User in no way creates any exclusive relationship between the User and the Website Owner, nor any partnership, joint venture, employment, or agency.

## SECTION 11. CONFIDENTIALITY

11.1. The User acknowledges and agrees that any information or data the User has acquired from or about HADE, included, but not limited to, information or data regarding prices, scope of terms, and any other terms, conditions, obligations, representations, and warranties set forth herein or delivered prior to the date the Agreement is entered (hereinafter, the "Confidential Information"), was received in confidence. The User hereby expressly agrees to take all reasonable precautions to protect such information and not to divulge any such information or any information derived therefrom to any third person without the prior written consent of HADE. The Parties also agree to hold each other's Confidential Information confidential for a period of three (3) years following the signing of this Agreement. The Parties agree that unless required by law, they shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each

party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Confidential Information shall also mean all material and information that has or will come into the possession or knowledge of the other Party about its performance hereunder and which in the ordinary course of business is treated as confidential. The content of this Agreement, as well as the fact that it has been entered, shall also constitute Confidential Information. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient advises the disclosing party of the governmental demand for disclosure in a timely manner). Without the prior consent of the other Party, neither Party shall issue any media release or similar publicity relating to this Agreement. Neither Party shall use the trademarks, trade name, or logo of the other Party without having obtained its consent.