

Terms and Conditions for Moneypot Coin Crowdsale

Effective September 1, 2017

1. Introduction

These Terms and Conditions (the “**Terms**”) govern (i) the sale of Moneypot coin (“**MPX**”) through its crowdsale, (ii) the receipt of Rubies (“**RBIES**”) given as bonuses during the MPX crowdsale, and (iii) the holding and use of MPX and/or RBIES digital tokens.

These Terms constitute a binding agreement between Moneypot Inc. (the “**Company**”) and persons or entities who provide payments to the Company in connection with the crowdsale, and/or purchase MPX and/or receive RBIES during the crowdsale period from the Company (the “**Participants**”). By participating in the crowdsale, purchasing MPX, and/or receiving RBIES in connection with the crowdsale, you agree to abide and be bound as a Participant by these Terms. The Company reserves the right, in its sole discretion, to revise these Terms at any time and without prior notice, by posting the revised Terms on ico.moneypot.com. The revised Terms will take effect immediately upon publication by the Company.

2. Eligibility

Participants cannot purchase MPX or otherwise participate in the crowdsale if there are applicable legal restrictions in their country of residence. It is the responsibility of each Participant to know these laws regarding their participation in the crowdsale. Participants in the crowdsale represent and warrant that they are at least 18 years old or the age of majority in their country, have full capacity to contract under applicable law, are only purchasing MPX digital tokens with legally-obtained funds that belong to them, are not engaging in any unlawful activity through their relationship with the Company, and are comporting with and obeying all applicable laws. Participants in the crowdsale further warrant that they are not a citizen or resident of the United States, unless they are an accredited investor under applicable law. MPX tokens are unavailable for purchase through the crowdsale by non-accredited investors residing in the United States.

3. Crowdsale distribution of MPX and RBIES

100,000,000 non-minable MPX tokens will be created as an asset on the Waves platform. 2,000,000 of these will be set aside as a marketing budget and bounty pool, therefore 98,000,000 MPX will be available to the public through the crowdsale. Additionally, 2,000,000 RBIES will be available as bonuses for participation in the crowdsale, at the Company's sole discretion. To participate in the crowdsale, Participants must create and maintain a Waves wallet or account to receive their MPX, or register a moneypot.com account. To receive their bonus RBIES, Participants must create and maintain a wallet on the RBIES network, or register a moneypot.com account.

The MPX crowdsale period will begin at 00:00 Coordinated Universal Time ("**UTC**") on September 9, 2017, and end at 00:00 UTC on September 30, 2017. During this time, the Company will be accepting contributions through ico.moneypot.com, denominated in a variety of cryptocurrencies. To determine the Participants' share in the crowdsale, the value of all contributions will be converted to bitcoin ("**BTC**") at present market prices at the time of contribution, as determined by the Company. At the conclusion of the crowdsale period, the 98,000,000 MPX tokens available in the crowdsale will be distributed to the Participants, through channels to be determined by the Company, proportionate to the value in BTC that each of the Participants contributed. For example, if there were three Participants, and one contributed 500 BTC, the second contributed 300 BTC, and the third contributed 16,000 Litecoin while Litecoin was valued at 0.0125 BTC, the first Participant would receive 49,000,000 MPX, the second 29,400,000 MPX, and the third 19,600,000 MPX. The bonus RBIES will be distributed in the Company's sole discretion, according to criterion that will be published on ico.moneypot.com. The Company reserves the right to change the start date of the crowdsale, or to extend or shorten the crowdsale for any reason. All contributions to the crowdsale are non-refundable, except in the Company's sole discretion, or in the case that the crowdsale fails, as described below.

For the crowdsale to be successful, at least 500 BTC in aggregate value must be contributed by the Participants. There is no cap on contributions from the Participants. If 500 BTC in aggregate value is not contributed, the Company reserves the right to either cancel the crowdsale and refund the Participants, or to waive this clause of the

Terms and distribute the MPX tokens as would otherwise be prescribed by the Terms.

4. Limitations

The Company intends to accept MPX and RBIES in a wide variety of its products. However, the Company makes no warranties or guarantees that MPX nor RBIES will be accepted or continue to be accepted on any of its platforms or products, nor that MPX nor RBIES digital tokens will have or continue to have any value, monetary or otherwise.

MPX nor RBIES are not shares in any company, and more specifically have expressly no equity, voting rights, nor rights to profits in the Company. By purchasing MPX or receiving RBIES in the crowdsale, the Participants agree that the Company is not responsible should they incur a capital loss on their contribution.

5. Potential Issuance of Donations to Holders of MPX and/or RBIES

The Company may, from time to time, in its sole discretion, issue donations to holders of MPX and/or RBIES. These advertised donations do not constitute dividends, nor do they constitute a profit sharing agreement, and the existence or issue of these donations should not cause MPX nor RBIES to be treated as securities nor as anything other than mere digital tokens. The Company reserves the right to determine the frequency, method of distribution, and amount distributed per token (denominated in bitcoin, Waves, other cryptocurrency, or other digital tokens) of these donations, and to exclude any specific tokens or token holders or class of tokens or token holders from receiving donations, either temporarily or permanently, in its sole discretion. The Company makes no warranties or guarantees that any donations will be issued. The issuance of past donations should not indicate or warrant that donations will be issued in the future, nor should the amount or frequency of past donations provide any indication or expectation of the amount or frequency of future donations. Should the Company announce an intention to distribute donations on a future date or set of dates, it is in no way bound to distribute said donations and may cancel or modify its donation schedule in its sole discretion at any time. By participating in

the crowdsale, the Participants release and indemnify the Company from all liability for loss of donations that may occur due to errors in the distribution process, or from any other unforeseen circumstance.

6. Indemnification and Risks

Participants agree that MPX and RBIES are merely digital tokens and in no way formally affiliated with the Company, and that no member of the Company's development team, nor any team member or stakeholder in the Company, past, present, or future, shall be liable for any illicit use of the MPX or RBIES tokens, nor any loss or damage that may result from their purchase, holding, or use.

The holding and use of digital tokens such as MPX and RBIES comes with inherent risks, including, but not limited to, hardware failure, loss of data, theft, lost usernames or passwords, incorrectly executed transactions, market volatility, third party and counterparty risks (e.g., potential attacks on or failures of the Waves network), and hacks. By purchasing MPX or receiving RBIES in the crowdsale, the Participants agree that they understand and assume these risks, and release and indemnify the Company and all of its owners, employees, and affiliates from all liability for any loss that may occur as a result of these risks. Persons or entities without a sophisticated understanding of these platforms and networks, and the nature of digital tokens, are not allowed to participate in the crowdsale.