



# METTA

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METTA TOKEN SALE GENERAL  
TERMS AND CONDITIONS

# METTA token sale general terms and conditions



Please read these terms and conditions carefully, as they set out our and your legal rights and obligations in relation to sale of our cryptographic tokens – METTA tokens (hereinafter “METTA Token Sale”). You will be asked to agree to these terms and conditions before participating in the Pre-Sale and METTA Token Sale.

Ownership of METTA carries no rights express or implied. Purchases of METTA are nonrefundable. Purchasers should have no expectation of influence over governance of the Alparyssoft LLC.

By participating in the sale of METTA tokens, you’re expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing METTA tokens and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to purchase METTA tokens in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of METTA tokens , now or in the future, Alparyssoft LLC and its affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of Alparyssoft LLC

These Terms and Conditions are available in the English language only. You should print a copy of these Terms and Conditions for future reference. We will not file a copy specifically in relation to you, and they may not be accessible on our website in the future.

## 1. Definitions

- 1.1. Initiator – the company initiating METTA Token Sale, LLC Alparyssoft R&D, established in Russia.
- 1.2. Participant – anyone who purchases METTA Tokens or receives the METTA Tokens during the Pre-Sale or METTA Token Sale.
- 1.3. Force Majeure Event – an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the Internet or a part of the Internet, hacker attacks, virus or other malicious software attacks, Ethereum network, power failures, industrial disputes affecting any third party, changes

to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

1.4. METTA Tokens - the internal cryptocurrency of the METTA platform, for which it is possible to obtain services inside the METTA ecosystem, which are distributed by the Participant through the METTA Smart contract or Web-site.

1.5. METTA Token Sale – public sale of METTA Tokens.

1.6. Website - the portal via which the Pre-Sale and METTA Token Sale carrying out and all subdomains and all other respective pages of abovementioned webpage.

## 2. General Provisions

2.1. By purchasing METTA Tokens, you confirm that you have read METTA Token Sale General Terms and Conditions (hereinafter the “Terms and Conditions”), agree to these Terms and Conditions, and undertake to comply with these Terms and Conditions.

2.2. This agreement is entered into as of the date on which it is accepted by the Participant as described in section 2.1., and with the purpose of funding programming and implementation of the METTA via METTA Token Sale.

2.3. The Initiator reserves the right, at its sole discretion, to change, modify, add or remove portions of these 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 METTA Token Sale, you accept such amendments.

2.4. If you do not agree to these Terms and Conditions, you must refrain.

## 3. Warranties and Acknowledgments of the Participant

3.1. The Participant warrants that:

3.1.1. He/She has the legal right and authority to enter into and perform his/her obligations under these Terms and Conditions;

3.1.2. He/She is not participating in the METTA Token Sale, purchasing METTA Tokens, or receiving and holding METTA Tokens for any illegal purpose;

3.1.3. He/She understands the use, details and intricacies of cryptocurrencies, cryp-

tographic METTA Tokens and blockchain based software systems.

3.2. The Participant acknowledges and agrees that:

3.2.1. He/She shall take sole responsibility for any restrictions and/or risks associated with participating in the METTA Token Sale, purchasing METTA Tokens, and/or receiving and holding METTA Tokens, whether referred to in these Terms and Conditions, arising under any applicable law, or otherwise;

3.2.2. He/She is participating in the METTA Token Sale, purchasing METTA Tokens, and receiving and holding METTA Tokens to facilitate the development, testing, deployment and operation of the METTA and other accompanying activities;

3.2.3. The proposed outcomes of the METTA may not be achieved;

3.2.4. METTA Tokens may not provide the rewards envisaged;

3.2.5. He/She shall not attempt to gain unauthorised access or hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website and/or METTA Smart Contract;

3.2.6. He/She shall not violate or attempt to violate the security of the Website and/or METTA Smart Contract;

3.2.7. He/She shall not access information or data which he/she is not authorised to access;

3.2.8. He/She shall promptly provide to the Initiator, upon request, any relevant additional information, which the Initiator may consider necessary for the purpose of providing services to the Participant;

3.2.9. He/She shall ensure that any information or content he/she posts, or makes available in any way, or causes to be posted on the Website and/or METTA Smart Contract shall be non-confidential and non-proprietary unless expressly indicated otherwise, and not offensive or illegal, and that he/she is be responsible for all such information or content. METTA [www.metta-ico.com](http://www.metta-ico.com).

3.3. By participating in the METTA Token Sale the Participant shall agree to the following statements:

3.3.1. The participant represents that he or she is:

3.3.1.1. 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 (hereinafter the "USA"), People's Republic of China, or Singapore;

3.3.1.2. NOT a corporation, partnership or other legal entity formed under the laws of the USA, People's Republic of China, or Singapore;

3.3.1.3. NOT an agency, branch or office located in the USA of a corporation, partnership or other legal entity that is formed under laws other than those of the USA, People's Republic of China, or Singapore;

3.3.1.4. NOT a trust of which any trustee is described in sections 3.3.1.1 to 3.3.1.3.;

3.3.1.5. NOT a legal entity (i) the shares of which are publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in sections 3.3.1.1. to 3.3.1.4.;

3.3.1.6. NOT a member of any branch of the military of the USA, People's Republic of China, or Singapore;

3.3.1.7. NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in sections 3.3.1.1. to 3.3.1.6.

3.3.2. The Participant's decision to purchase or subscribe for METTA Tokens was:

3.3.2.1. NOT based, in whole or in part, on the information the Participant received, or communications the Participant exchanged, while the Participant or the person providing the information or with whom the communication was exchanged, was inside the USA, People's Republic of China, or Singapore;

3.3.2.2. NOT made inside the USA, People's Republic of China, or Singapore;

3.3.2.3. NOT communicated to the Initiator from a source within the USA, People's Republic of China, or Singapore.

3.3.3. The Participant's purchase of METTA Tokens is:

3.3.3.1. Made for his/her own account as principal;

3.3.3.2. Not preceded, and will not be followed within two days from the End Date, by any effort to create or condition a market for METTA Tokens in the USA, People's Republic of China, or Singapore.

## 4. Exclusion of Liability

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

4.1.1. the Participant's participation in the METTA Token Sale, receiving and holding METTA Tokens;

4.1.2. any access, the use of, or inability to access or use, the Website and/or the METTA Smart Contract;

4.1.3. the Participant's reliance on or use of or inability to use the content and information of the Website and/or the METTA Smart Contract or any linked website;

4.1.4. any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website and/or the METTA Smart Contract or any linked website;

4.1.5. 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 and/or the METTA Smart Contract;

4.1.6. unauthorised access to or alteration of the Participant's transmissions or data;

4.1.7. statements or conduct of any third party on the Website and/or the METTA Smart Contract;

4.1.8. any other matter relating to the Website and/or the METTA Smart Contract.

## 5. No Waiver

5.1. The failure of the Initiator to require or enforce strict performance of any provision of the Terms and Conditions or to exercise any right under the Terms and Conditions shall not be construed as a waiver or relinquishment of the Initiator'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 the Initiator of any provision, condition, or requirement of the Terms and Conditions shall not constitute a waiver of any other or future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in the Terms and Conditions, no representations, statements, consents, waivers, or other acts or omissions by the Initiator shall be deemed a modification of the Terms and Conditions or be legally binding.

## 6. Taxation

6.1. The Initiator shall not make any representations concerning the tax implications of participating in the Pre-Sale and METTA Token Sale, purchasing METTA Tokens, or receiving and holding METTA Tokens.

6.2. The Participant shall bear the sole responsibility for determining or assessing the tax implications of his/her participation in the METTA Token Sale, purchasing METTA Tokens, or receiving and holding METTA Tokens in all respects and in any relevant jurisdiction, and bear all tax costs.

6.3. By participating in the Pre-Sale and METTA Token Sale, purchasing METTA Tokens, or receiving and holding METTA Tokens, to the extent permitted by applicable law, the Participant shall agree that no other party (including, without limitation, the Initiator) may be held liable for any Loss arising out of, or in any way connected to, any tax liability the Participant may incur in connection with his/her participation in the METTA Token Sale, purchasing METTA Tokens, or receiving and holding METTA Tokens.

## 7. Anti-Money Laundering Provisions

7.1. The Initiator shall reserve the right to conduct anti-money laundering checks and procedures on the Participant as required by the applicable laws.

7.2. The Participant undertakes to submit to such checks and procedures, and provide all the information and confirmations requested by the Initiator to that end. Should the Participant fail or refuse to provide the necessary information and confirmations re-

requested by the Initiator within the specified timeframe, the Initiator may terminate the Participant's right to use the Website and provide services to that Participant without any obligation to refund.

## 8. Force Majeure

8.1. The Initiator shall not be liable in any way for any Force Majeure Event. By participating in the METTA Token Sale, purchasing METTA Tokens, receiving and holding METTA Tokens, to the extent permitted by the applicable law, the Participant shall agree that no other party (including, without limitation, the Initiator) shall be liable for any Force Majeure Event.