

## **TOKEN PRE-SALE TERMS AND CONDITIONS**

This “Token Pre-sale Terms and Conditions” is concluded between [NAMEK.io](https://namek.io) by Mehdi Tagaizine, company registered under the commercial number 79101962300028, located at <https://namek.io> (hereinafter “NAMEK”, “us”, “we”, “the NAMEK team”)

And any entity that fulfils the criteria set out in this Terms and Conditions and accepts the terms provided herein (hereinafter “the Participant”, “Token holder”, “you”, “the User”).

Parties to the Terms and Conditions are herein referred to individually as a “Party” and collectively as the “Parties”.

The participant provides payments to NAMEK regarding the Token Pre-sale of cryptographic tokens existent on the Ethereum blockchain that can enable the usage of and interactions with certain services (“Services”) to be implemented by NAMEK on the NAMEK website or any other service. The cryptographic tokens are hereinafter referred to as “NMK”, “NAMEK Coins” or “NAMEK Token”.

NMK Tokens are not shares or securities of any type, they do not entitle you to any ownership or other interest in NAMEK. They are merely means by which you may be able to access future membership on a membership network that is yet to be fully developed.

Despite NAMEK best efforts and diligence to bring this business forward, all participants should be aware that their contributions are not refundable and they accept inherent risk (as outlined below) of project failure at any stage of development. This implicit risk is associated with any and all uncertainty of backing technologically-focused entrepreneurial projects, and can be affected by either internal or external factors that are out of the control scope of NAMEK.

By accessing and using our website (<https://www.namek.io>, the “Website”) or participating in the Pre-sale, the Participant agrees to these Terms and Conditions. Please read the Terms and Conditions carefully. If you do not agree to all of these

terms, please do not use this Website or any information, links or content contained on this Website and do not participate in the Pre-sale.

We recommend you consult legal, financial, tax and other professional advisors or experts for further guidance before participating in the NAMEK Token Pre-sale outlined in the Short paper. You are strongly advised to take independent legal advice in respect of the legality in our jurisdiction of your participation in the Token Pre-sale.

## **1. DEFINITIONS**

Token:

Pre-sale:

Services:

Utility token:

Short paper:

NAMEK Ecosystem:

The participant:

Blockchain:

Smart contract:

The Website:

## **2. CANCELLATION: REFUSAL OF PURCHASE REQUESTS / REFUNDS**

All purchases of NMK from us during the Pre-sale are final, and there are no refunds or cancellations. We reserve the right to refuse or cancel NMK purchase requests at any time in our sole discretion.

NAMEK may pause the NMK sale during the Pre-sale in our sole discretion. Reasons for such a pause among others can be: material increase in Bitcoin or Ethereum price volatility (e.g. Bitcoin price crash), news that might impact the price volatility, suspicion of systematic fraud when purchasing NMK, or significant higher load of IT systems than expected.

## **3. TAXATION**

Any amounts that you pay for NMKs are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of NMK Token, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of NMK Token. However, in case we are obliged to withhold tax, this will be shown separately in our invoice.

#### **4. REPORTING**

The NAMEK Team will provide a reporting structure that gives each holders of NMK appropriate transparency on what has been achieved with the proceeds from the Pre-sale, as well as the status of the projects. The NAMEK Team will provide Token holders with most current information, which will be made accessible on its website.

#### **5. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

By participating in the NAMEK Pre-sale or making use of any information in the Short paper or available on the NAMEK Website, you agree to the following:

##### **a.) General warning**

The User understands and acknowledges that NAMEK tokens will be provided by the Pre-sale smart contract in the order that transactions are received by it and no alteration of this can be made by any party.

The User understands that NAMEK carries no liability for the ability to take part in the Pre-sale for reasons beyond the control of NAMEK including but not limited to the Pre-sale duration, transaction mining delays and node related issues.

The User understands that by transferring assets to NAMEK, the User makes the final decision on deposition of cash or other assets and has no right of refund except that which is provided by the Pre-sale smart contract code itself.

By using the smart contract for NAMEK, the NAMEK platform, or the <https://namek.io> website including but not limited to the transferring assets to NAMEK, the User confirms that he undertakes and understand all the possible risks that directly or indirectly arise from the activity connected with User's participation in the Pre-Sale for an indefinite period of time.

##### **b.) Reporting**

The NAMEK Team will provide a reporting structure that gives each holders of NMK appropriate transparency on what has been achieved with the proceeds from the Pre-sale, as well as the status of the projects. The NAMEK Team will provide Token holders with most current information, which will be made accessible on its website.

### **c.) Possible risk factors**

The purchase of the NMK involves a high degree of risk, including but not limited to the risks described below. Before acquiring the NMK, it is recommended that each participant carefully weighs all the information and risks detailed in the Short paper, and, specifically, the following risk factors. Please further note that the NAMEK Ecosystem may be subject to other risks not foreseen.

#### **i. Dependence on computer infrastructure**

The NAMEK system depends on the functioning of the software applications, computer hardware, and the internet. This implies that no assurances can be given that a system failure would not adversely affect the use of the NMK. Despite the intended implementation of all reasonable network security measures, the processing center servers are vulnerable to computer viruses, physical or electronic break-ins or other disruptions of a similar nature. Computer viruses, break-ins or other disruptions caused by third parties may result in interruption, delay or suspension of services,

#### **ii. Smart contract limitations**

Smart contract technology is still in its pilot stage of development, and its application is of experimental nature. This may carry significant operational, technological, regulatory, financial and reputation risks. Consequently, it cannot be ensured that smart contracts to the extent used will properly work, or that they contain no flaws, vulnerabilities or issues which could cause technical problems and, thereby, cause damages.

#### **iii. Regulatory risks**

Blockchain technology, including but not limited to the issuing of coins, may be a new concept in some jurisdictions, which may then apply existing laws or introduce new regulations regarding Blockchain technology-based applications. Such regulations may conflict with the current NMK and NAMEK Ecosystem concept. This may result in the need to make substantial modifications, and the suspension or termination of all NMK functions. It cannot be ruled out that services and projects described in this document will have to be adjusted or modified in certain countries because of the regulatory

environment. It also cannot be ruled out that some services will be impossible to provide in certain jurisdictions.

#### **iv. Value**

Once purchased, the value of the NMK may significantly fluctuate due to various reasons. The purchase of NMK can even lead to a total loss. There is no guarantee that the User can acquire sufficient NMK for their usage within the NAMEK Ecosystem and external platforms and neither is there a guarantee that the User can cash out their NMK via external platforms. Furthermore, every NMK holder naturally carries the risk of volatile exchange rate fluctuations of the NMK towards other cryptocurrencies and Fiat money exchange rates.

#### **v. Volatility of Cryptocurrencies**

The NMK may be significantly influenced by digital currency market trends and the NMK value may be severely depreciated due to non-NMK related events in the digital currency markets. Cryptocurrencies exchange rate volatility may impact the company's ability to provide services at the indicated prices. Assumptions with respect to the foregoing involve, among other things, judgments about the future economic, competitive and market conditions and business decisions, most of which are beyond the control of the NAMEK team and are therefore difficult or impossible to accurately predict.

### **6. NO WARRANTIES**

All of the information provided within the Short paper is provided "AS-IS" and with no warranties. No express or implied warranties of any type, including implied warranties of merchantability or suitability for a particular purpose, are made with respect to the information, or any use of the information, on this site or platform. NAMEK makes no representations and extends no warranties of any type as to the accuracy or completeness of any information or content in.

### **7. DISCLAIMER OF LIABILITY**

NAMEK specifically disclaims liability for incidental or consequential damages and assumes no responsibility or liability for any loss or damage suffered by any person as a result of the use or misuse of any of the information or content in this whitepaper or on the namek.io website. NAMEK assumes or undertakes no liability for any loss or

damage suffered as a result of the use, misuse or reliance on the information and content in the Short paper or on the namek.io website. In no event NAMEK shall be liable to the User for any special, indirect, incidental, consequential, exemplary or punitive damages (including lost or anticipated revenues or profits and failure to realize expected savings arising from any claim relating to the services provided by NAMEK) whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise or likelihood of the same.

## **8. DEMANDS ON THE USER**

You are not eligible and not allowed to participate in the NAMEK Pre-sale ICO (as referred to in this Short paper) if you are People's Republic of China, a citizen, resident (tax or otherwise) or green card holder of 49 the United States of America (USA) or a citizen or resident of the Republic of Singapore, Socialist Republic of Vietnam or resident of a country where American embargoes and sanctions are in force, namely Iran, North Korea, Syria, Sudan, or Cuba. No regulatory authority has examined or approved of any of the information set out in the Short paper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The Short paper, any part thereof and any copy thereof must not be taken or transmitted to any country where distribution or dissemination of the Short paper is prohibited or restricted.

The distribution or dissemination of the Short paper or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of the Short paper or such part thereof (as the case may be) at your own expense and without liability to NAMEK and/or any other entity being a part of the NAMEK Ecosystem. Persons to whom a copy of the Short paper has been distributed or disseminated, provided access to or who otherwise have the Short paper in their possession shall not circulate it to any other persons, reproduce or other-wise distribute this Short paper or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

## **9. REPRESENTATIONS AND WARRANTIES BY THE USER**

By accessing and/or accepting possession of any information in this Terms and Conditions and in the Short paper or such part thereof, you represent and warrant to NAMEK as follows:

a.) you agree and acknowledge that the NMK does not constitute securities in any form in any jurisdiction;

b.) you agree and acknowledge that this Terms and Conditions and the Short paper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in an jurisdiction or a solicitation for investment in securities and you are not bound to enter any contract or binding legal commitment and no cryptocurrency or other form of payment have to be accepted on the basis of this Terms and Conditions and the Short paper;

c.) you accept and acknowledge that no regulatory authority has examined or approved of the information set out in the Short paper, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of this Short paper to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

d.) you agree and acknowledge that the Short paper, the undertaking and/or the completion of the Pre-sale of NAMEK, or future trading of the NMK on any cryptocurrency exchange, shall not be construed, interpreted or deemed by you as an indication of the merits of NAMEK or any entity or person being a part of the NAMEK Ecosystem;

e.) the distribution or dissemination of the Short paper, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to NAMEK;

f.) you agree and acknowledge that in the case where you wish to purchase any NMK, NAMEK is not to be construed, interpreted, classified or treated as: any kind of currency other than cryptocurrency; debentures, stocks or shares issued by any person or entity; rights, options or derivatives in respect of such debentures, stocks or shares; units in a collective investment scheme; units in a business trust; derivatives of units in a business trust; or any other security or class of securities.

g.) you are fully aware of and understand that you are not eligible to purchase any NMK if you are a citizen, resident (tax or otherwise) or green card holder of the United States of America, People's Republic of China or a citizen or resident of the Republic of Singapore, Socialist Republic of Vietnam or resident of a country where American

embargoes and sanctions are in force, namely Iran, North Korea, Syria, Sudan, or Cuba;

h.) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, block-chain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;

j.) you agree and acknowledge that neither NAMEK nor any entity or person being a part of the NAMEK Ecosystem is liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the Short paper or any part thereof by you; and rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;

k.) all of the above representations and warranties are true, complete, accurate and non- misleading from the time of your access to and/or acceptance of possession this Short paper or such part thereof (as the case may be).

## **10. CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS**

All statements contained in the Short paper, statements made in press releases or in any place accessible by the public and oral statements that may be made by NAMEK, including their respective directors, executive officers or employees acting on behalf of them that are not statements of historical fact, constitute “forward-looking statements”.

Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding to the financial position of NAMEK, business strategies, plans and prospects are forward-looking statements. These forward-looking statements discussed in this document or in the Short paper are not historical facts, but only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of the NAMEK Ecosystem to be materially



different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.