

Terms and Conditions

These Terms and Conditions (the “T&C”) apply to user and the buyer of the FoodCoin token (hereinafter “FOOD”) and future user of the 1000EcoFarms platform. PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING TO THE TOKEN SALE. THE T&C AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

By purchasing FOOD tokens during *token sale* period (hereinafter the “Token Sale”), in the jurisdiction of Switzerland, you will be bound by these T&C, and all terms incorporated by reference. Your purchase of FOOD tokens is subject to these T&C.

Applicability

1. The following T&C constitute the agreement (the “**Agreement**”) between FoodCoin Group AG (hereinafter “**FoodCoin**”), a Swiss Company Limited by Shares, and you (the “**User**”) with respect to the purchase of the FOOD token and the future use of the services offered through the 1000EcoFarms platform and other websites, online stores or online platforms. By using our services, you are agreeing to be bound by the T&C in its latest version. You are aware that FoodCoin may change this T&C in any time. Your continued use of the platform means that you accept any new or modified terms.

Services

2. FoodCoin is aiming to create an Ethereum blockchain ecosystem, powered by the FOOD utility token, to develop a fully-featured ecosystem that will help efficiency and reduction of costs for all the members of the chain of production, supply and food consumption. The mission planned is to bring together all economic agents (sellers, distributors, buyers, banks, insurance and logistics companies, tax services, customs, etc.) into a single blockchain platform. Small farmers, as well as the large producers and distributors, will get equal access to the ecosystem, creating a comprehensive environment for producers of food and agricultural products.
3. The FoodCoin ecosystem will be composed by the 1000EcoFarms platform and network, which is a global marketplace of food and agricultural products.
4. The 1000EcoFarms platform and network are fully managed by a third entity named 1000EcoFarms LLC, with main office in 4825 Cordell Avenue, Suite 205, Bethesda, Maryland 20814 (United States of America).

The FOOD Token

5. FOOD functions as a private means of payment to sell and purchase goods on the 1000EcoFarms platform, as well as to allow future Users to make use of its services. Through the Token Sale, the future Users acquire the future rights to use the 1000EcoFarms platform.
6. The FOOD token does not have the legal qualification of a security, since it does not give any rights on dividend or interest. The FOOD token is final and non-refundable. The FOOD token is not a share and does not give any right to participate to the general meeting of the Company. The token cannot have a performance or a particular value outside the 1000EcoFarms platform. The purchase and use of FOOD token shall therefore not be done for speculative usage.
7. Any User purchasing any FOOD token, expressly acknowledge and represent that he/it have carefully reviewed these T&C and

fully understand the risks, costs and benefits associated with the purchase of FOOD token as indicated in the T&C.

Knowledge required

8. The User who undertakes to purchase FOOD token in relation to the Token crowdsale should ensure that he/it understands and has significant experience of cryptocurrencies, blockchain systems and services, and that he/it fully understands the risks associated with the Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.
9. FoodCoin shall not be responsible for any loss of FOOD token or situations making it impossible to access to FOOD token, which may result of any actions or omissions of the User or any person undertaking to acquire FOOD token.

Risks

10. Acquiring FOOD token and store involves various risks, in particular that 1000EcoFarms may not be able to launch its operations, develop its platform and provide the services promised. Therefore, and prior to acquiring FOOD token, any User should carefully consider the risks, costs, and benefits of acquiring FOOD token within the Token Sale and, if necessary, obtain any independent advice in this regard. Any interesting person being not in the position to accept nor to understand the risks associated to the activity (incl. the risks related to the non-development of FOOD network and operations) or any other risks as indicated in the T&C, should not acquire FOOD token, at this stage or ever later.
11. In particular, considering that the 1000EcoFarms platform is managed in a totally independent way by the company 1000EcoFarms LLC, FoodCoin is not responsible for the development, operativeness and efficiency of the aforementioned platform. Therefore, FoodCoin cannot be held responsible and liable for the risk associated with any failure to operate, breakdown or similar of the 1000EcoFarms platform.

Important disclaimer

12. These T&C shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include nor contain any information or indication that might be considered as a recommendation or that might be use to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to FoodCoin or any related or associated company. The FOOD token is just a currency token and is not intended to be used as an investment.
13. Any information in the T&C is given for general information purpose only and FoodCoin does not provide with any warranty as to the accuracy and completeness of this information.
14. The offering of FOOD token on a trading platform is done in order to allow the purchase of goods on the 1000EcoFarm platform and not for speculative purposes.
15. FoodCoin is not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti Money Laundering purpose.
16. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the World. In that respect, regulatory measures, investigations or actions may impact FoodCoin business and even limit or prevent it from developing its operations in the future. Any person undertaking to acquire FOOD token must be aware that FoodCoin business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, Purchasers and any person

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undertaking to acquire FOOD token acknowledge and understand that neither FoodCoin nor any of its affiliate shall be held liable for any direct or indirect loss or damages caused by such changes.

17. FoodCoin will do its best to launch its operations and help to develop the 1000EcoFarms platform. Any person undertaking to acquire FOOD token acknowledge and understand however that FoodCoin does not provide with any guarantee that it will manage to achieve it. On concluding the commercial operation, these tokens will be issued by a technical process referred to as a «Blockchain». This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another blockchain network that is compatible with the Smart Contract programming language. User acknowledge and understand therefore that FoodCoin (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the FOOD token, excepted in case of intentional misconduct or gross negligence.
18. FOOD is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the FOOD network to malfunction or operate in a way that is not expected. Ether, the native Ethereum Protocol account unit may itself lose value in a similar way to FOODs, and also in other ways.

Representation and warranties

19. By participating in the Token Sale, the User agree to the T&C and in particular, they represent and warrant that they:
 - i are authorized and have full power to purchase FOOD token according to the laws that apply in their jurisdiction of domicile;
 - ii are not a U.S. citizen, resident or entity (a “U.S. Person”) nor are they purchasing FOOD or signing on behalf of a U.S. Person;
 - iii are not a Chinese resident nor are they purchasing FOOD or signing on behalf of a Chinese resident;
 - iv are not a South Korean resident nor are they purchasing ZTX or signing on behalf of a South Korean resident;
 - v 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;
 - vi are not acting for the purpose of speculative investment;
 - vii lives in a jurisdiction which allows FoodCoin to sell the FOOD token through a crowdsale without requiring any local authorisation;
 - viii does not lives in a jurisdiction which is qualifying token issued through a crowd sale as securities;
 - ix will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
 - x are responsible for determining whether the acquisition of FOOD token is appropriate for them;
 - xi are acquiring FOOD token exclusively for a use of the 1000EcoFarms platform;
 - xii understand the risks associated with the Token Sale (incl. the risks related to the non-development of FOOD network and operations).
 - xiii understand the use of cryptocurrencies and its associated risks.

Intellectual Property Rights

20. To the extent that copyright or other intellectual property rights exist in the FoodCoin ecosystem, such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to FoodCoin.

Limitation of Liability

21. FoodCoin as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, assumes no liability or responsibility for any loss raised from the Token sale, or any technical, interruption or malfunction of the platform.
22. The limitation of liability set out above shall not be applicable in the event that FoodCoin, or a FoodCoin-employee has caused the damage by intentional misconduct or by gross negligence.

Severability

23. If any of the provisions of these T&C or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

Applicable Law and Jurisdiction

24. These T&C are subject to and governed by Swiss law to the exclusion of Swiss International Private Law and any International Treaties. The Client acknowledges and accepts that the FoodCoin ICO operation is taking place within a Swiss legal environment that is still under development. The Parties agree to seek an amicable settlement prior to bringing any legal action. All disputes arising from or under these T&C shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The arbitration panel shall consist of one arbitrator only. The seat of the arbitration shall be Lugano, Switzerland. The arbitral proceedings shall be conducted in English.