

## Terms and Conditions

February 14, 2017

The following Terms and Conditions (“**Terms**”) govern the sale of cryptographic tokens – JFinCoin– that is required to transact on the JFIN’s DDLP platform (“**DDLP**”) to purchasers of JFinCoin (“**Purchasers**” collectively, and “**Purchaser**” individually). This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. As described further below, transactions on the DDLP may require payments of a token in order to create transactions. The payments, in the form of block rewards and transaction fees, are made to owners of Chain Validators in exchange for securing the DDLP’s network and for transmitting transactions. This document describes the initial sale in which the token (“**JFinCoin**”) is sold and to prepare for their eventual use on the DDLP when it is launched. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring JFinCoin early in the initial sale versus waiting to purchase JFinCoin on open, third-party exchanges once the system is operational and when they or their businesses actually require JFinCoin to operate.

This document and information contained herein may not be sent and or addressed wholly or in part, directly or indirectly, to any person in the United States or People’s Republic of China, or any other jurisdiction in which it would be impermissible or restricted to offer, distribute, purchase, sell or retain cryptographic tokens. This also includes if he/she/it is a resident in and/or is holding a passport issued by a High-Risk jurisdiction nation as defined by FATF & OFAC including: Afghanistan; Balkans related; Belarus; Bosnia and Herzegovina; Burundi; Central African Republic; Cuba; Democratic Republic of the Congo-related; Ethiopia; Iran; Iraq; Lao People’s Democratic Republic; Lebanon; Libya; North Korea; Somalia; Sudan and Darfur; South Sudan; Syria; Uganda; Ukraine; Russia-related; Vanuatu; Venezuela-related; Yemen; and Zimbabwe.

This document or any other materials provided in relation of the JFinCoin do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Neither this document nor any other materials have been (or will be) registered as a prospectus with any governmental authorities.

Your use of the DDLP, or any of the services or features accessible therein, represents your acceptance of the Terms established. If you do not wish to use the DDLP in accordance with such Terms, then you must refrain from purchasing JFinCoin. In this regard, JFin Team reserves the right, at its sole discretion, to change, modify, add, or remove portions of this whitepaper and the Terms at any time during the sale by posting the amendment on the JFinCoin website.

Do not participate in the Initial Token Offering("ITO") if you are not an expert in dealing with cryptographic tokens and blockchain-based software systems as well as contribution to smart contract systems. Contributions should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like Bitcoin, Ether, and blockchain based software systems as well as contribution to smart contract systems. You should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. If you do not have such experience or expertise, then you should not participate in the ITO.

You have to be aware of certain risk factors, as set out in Section 5 (Risk Factors).

This document includes market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information. JFin Team has not conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein. Consequently, any entities of JFin Team and officers and employees thereof do not make any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

To the extent necessary, consult of an appropriate lawyer, accountant, or tax professional, prior to contributing, you agree to carefully consider these Terms and all other materials available concerning the JFinCoin.

## **1. Initial Token Offering Principles**

- 1.1 JFin Team is currently developing a decentralized platform for digital lending as further described in the JFinCoin White Paper(JFinCoin– Decentralized Digital Lending Platform and Ecosystem, the

Whitepaper). By transferring funds (“Funds”) in fiat currency to available trading platforms (“Trading Platform”), including but not limited to TDAX Co., Ltd., a private limited company incorporated in Thailand, (“TDAX”) to these Terms in order to contribute to the development of the JFinCoin (“Contribution”), you understand and accept that your Contribution may be utilized to enable further development of JFinCoin (as determined in JFin Team’s sole discretion). By transferring Funds in fiat currency to the Trading Platform, you agree that you have to be bound by Trading Platform’s terms and conditions, and you also refrain your rights to claim JFin Team for any loss and damages occurred from such transfer.

According to this Contribution, JFin Team shall also arrange a public pre-sale against a guaranteed allocation of JFinCoin’s (the “Pre-sale”) where you are able to purchase such Pre-sale JFinCoin. These Terms shall apply to such Pre-sale offerings, but may, at JFin Team’s discretion, be amended accordingly.

- 1.2 Further information on the JFinCoin ITO can be found in the White Paper and the ITO documentation available on the JFinCoin website (<https://www.JFinCoin.io>). The information contained in the White Paper, the ITO documentation and on the JFinCoin website are of a descriptive nature only, are not binding and do not form part of the Terms as set forth under paragraph 1.5 below.
- 1.3 Before being eligible to participate in the ITO, each User must register and undergo an identification (KYC), anti-money laundering (AML), and counter terrorist financing (CTF) (if any). The registration instructions and schedule are available on the JFinCoin website. After registration is completed and approved, you shall exchange fiat currency for Z-Coins which are then exchanged for JFinCoin within the ITO Period. The Terms governing the funding process are set out in more detail in Section 2.2.
- 1.4 You understand and accept that JFin Team shall, in its sole discretion, determine to accept contributions from private entities and individuals of strategic value for JFinCoin, and that such contributions may be accepted at terms that differ from these Terms.
- 1.5 You understand and accept that while the individuals and entities, including JFin Team, assigned to this task will make reasonable efforts to develop and complete the JFinCoin Project, it is possible that such development may fail and your JFinCoin become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also section 5 regarding Risks).

- 1.6 Depending on the popularity of the ITO, it cannot be guaranteed that your fiat currency shall be included in the ITO or that the User will receive JFinCoin. Any fiat currency transferred that do not entitle you to JFinCoin will be automatically directed back to the sending address by the Trading Platform.
- 1.7 You understand and accept the risk that even if all or parts of the JFinCoin are successfully developed and released in full or in parts, the JFinCoin could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the Contribution of fiat currency, the creation of JFinCoin's by the DDLP and the DDLP allocation of JFinCoin's carry significant financial, regulatory and/or reputational risks (including the complete loss of value of JFinCoin's(if any), and attributed features of the JFinCoin project) .
- 1.8 You furthermore understand and accept that the final allocation of the JFinCoin as well as the assignment of the execution of the JFinCoin are based on the Trading Platform.As such, JFin Team will use all reasonable efforts to assist the Trading Platform for providing the smoothness of the trading process, however, JFin Team will not be held liable for any issues or concerns that arise from the Trading Platform's area of responsibility. Furthermore, neither this document nor any other document or communication may modify or add any additional obligations to JFin Team or publisher of these Terms and/or any other person.
- 1.9 By making the Contribution, you expressly agree to all of the terms and conditions, which will be set forth in the Trading Platform and Terms in this document.You agree to review the aforementioned terms and conditions and Terms in full, and you further undertake to review the DDLP Code and its functions once released, and to fully understand the risks and costs associated with the allocation and holding of JFinCoin and contributing into the DDLP.
- 1.10 This document or any other materials provided by JFin Team relating to the JFinCoin do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Neither this document nor any other materials have been (or will be) registered as a prospectus with any governmental authorities.
- 1.11 Transfer of fiat currency, allocation, distribution or receipt of JFinCoin, or any other act undertaken between the parties in connection with the Pre-sale or the ITO shall not form a partnership, joint

venture or any similar relationship between you and JFin Team and/or other individuals or entities involved with the deployment of the DDLP and the setting up of the JFinCoin Project.

- 1.12 You acknowledge and understand that JFin Team may, at its sole discretion, at any time change the name of the JFinCoin and/or its symbol. JFin Team shall use all reasonable efforts to ensure that such change of name and/or symbol will not adversely affect your rights or the JFinCoin held by you.

## 2. JFinCoin Creation

### 2.1 Usage Token; No Ownership, Revenue or Governance Rights

- a) Usage Token: JFinCoin holder carries no rights express or implied other than a limited right to use JFinCoin as a means to enable usage of and interaction with and within the DDLP, if and to the extent the JFinCoin has been successfully completed and launched.
- b) No Ownership, Revenue or Governance Rights: In particular, you understand and accept that JFinCoin do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the JFinCoin and/or JFin Team. The JFinCoin does not create or confer any enforceable contractual or other obligations against any third party (including JFin Team Members or other developers, auditors, contractors or founders associated with the the JFin Team).

### 2.2 Contribution

- a) User Registration: Each user who intends to participate in the ITO must complete a registration process before being able to participate. The registration process details will be set out on the JFinCoin website. Upon completion of the registration and approval thereof, the user's account will be listed in the Trading Platform. You acknowledge and understand that the registration process is laborious, and it may take time to process the user's registration.
- b) Maximum Contribution Amount: The aggregate maximum Contribution amount for the entire allocation of JfinCoin (including the Pre-sale and the ITO, as well as contributions from private entities and individuals of strategic value for the JFinCoin Project) will be defined as a

hard cap and amounts to THB ฿660,000,000.(excluding fees arising from or related to the contribution process). JFin Team may, at its sole discretion, determine that the maximum contribution amount is reached when the aggregate amount of funds transferred to the Trading Platform is close to the maximum contribution amount, even though the actual amount of Contributions accepted by the DDLP would be less than the maximum contribution amount (e.g. if the aggregate amount of Contributions does not sum up to exactly the maximum contribution amount).

- c) Maximum JFinCoin Supply: The aggregate maximum JFinCoin supply (for Pools A,B,C and D (as set-out in paragraph f)) will be three hundred million (300,000,000)JFinCoin. The aggregate amount of JFinCoin will depend on the effectively made Contributions during the Pre-sale and the ITO and will be referred to as total maximum contribution amount supply.
- d) Contribution Period: The ITO Period starts on the date and time set to be announced on the JFinCoin website and continues for a period of thirty (30) days or the moment when the Maximum Contribution Amount has been reached, whichever occurs earlier.
- e) Contribution and Conversion Rates: The contribution rate in the ITO shall be one(1)JFinCoin for every Contribution is approximately equivalent to THB 6.60 (Six Baht and Sixty Satang).
- f) Token Pools: The allocation of JFinCoin will be determined, which will be amended by Jfin Team's sole discretion, as set out below. Your Contributing in the Pre-sale or ITO will be distributed JFinCoin from Pool A. The aggregate amount of JFinCoin that will be distributed from Pool A at the end of the ITO Period will depend on how much Funds are contributed.
  - (1) Pool A consists of one-hundred million (100,000,000)JFinCoin's (i.e. thirty-four (34)percent of the total JFinCoin supply). Pool A is intended to be created by the smart contract system at the end of the ITO Period and ultimately distributed (directly or via third parties) to you that have made Contributions (either in the Pre-sale and/or the ITO).
  - (2) Pool B consists of ninety million (90,000,000) JFinCoin (i.e.thirty (30) percent of the total JFinCoinsupply) It is reserved for future uses, one possible use is a use for a next

ITO with a new technology development that benefits to JFinCoin Ecosystem. This amount is locked up until 1 October 2019.

- (3) Pool C consists of forty million (40,000,000) JFinCoin (i.e. thirteen (13) percent of the total JFinCoin supply) It is purchased by team members, advisors, and partners. This amount is locked up until 1 October 2019.
  - (4) Pool D consists of seventy million (70,000,000) JFinCoin (i.e. twenty-three (23) of the total JFinCoin supply) It is private sale for purchasing by Jaymart Group and its subsidiaries. According to this Pool D, twenty million (20,000,000) JFinCoin (i.e. Seven (7) percent of the total JFinCoin supply) is locked up until 1 October 2018, and fifty million (50,000,000) JFinCoin (i.e. sixteen (16) percent of the total JFinCoin supply) is locked up until 1 October 2019.
- g) Contribution Process: Upon commencement of the ITO Period, the registered, approved users may transfer their fiat currency to the Trading Platform pursuant to the terms and conditions of such Trading Platform. If the user sends a transaction that exceeds JFinCoin limit, the transaction will fail and the fiat currency in that transaction are returned. The tokens in the ITO will be allocated among the contributing users on a first come, first served basis.
  - h) Distribution of JFinCoin to the users: Upon receipt and acceptance of a user's Contribution, the Trading Platform will allocate a corresponding amount of JFinCoin to the user's account. The JFinCoin will be nontransferable until they are released as set out in paragraph l). According to this distribution, you agree and acknowledge that the allocation is under the Trading Platform's control and JFin Team has no liabilities on any loss and damages occurred from such allocation.
  - i) Undistributed tokens during ITO: Any JFinCoin in Pool A that have been created but for which no Contribution has ultimately been received shall be allocated to Pool B.
  - j) No Refund: You understand and accept that all Contributions are final and may not be reversed. Contributions that entitle a user to JFinCoin are non-refundable. Any Contributions that do not entitle the user to JFinCoin (e.g. due to the amount of Contributions exceeding the maximum contribution amount) will be automatically sent back to the sending account. By

contributing to the JFinCoin Project, you acknowledge that you have no right to request a refund for any reason, and that you will not receive money or other compensation for any JFinCoin that is not used or remains unused. JFin Team shall not be liable for any losses caused by the User attempting to contribute from an exchange, smart contract or other non-standard single access address.

- k) The use of TDAX during Pre-sale and Pool A ITO: Only TDAX will allocate Pre-sale and Pool A JFinCoin. To the extent that any third-party website, or service JFinCoin during the Pre-sale and Pool A ITO Period or facilitates the allocation or transfer of JFinCoin in any way during the Pre-sale and Pool A ITO Period, such third-party websites or services are not authorized Trading Platform for Pre-sale and Pool A ITO and have no relationship in any way with JFin Team.
- l) Transferability of JFinCoin: You will not be able to transfer JFinCoin until the JFinCoin have been released on 1<sup>st</sup> April 2018. The JFinCoin transferability will be released at JFin Team's discretion when the ITO Period is over and all JFinCoin (including the JFinCoin from the Pre-sale) have been allocated and distributed; the process is currently expected to take a few weeks after the conclusion of the ITO Period. The JFinCoin in Pool A shall become transferable at such time as determined by JFin Team in its full discretion.

### 2.3 Pre-Allocation of JFinCoin

You understand and accept that approximately two hundred million (200,000,000) JFinCoin (i.e. sixty-four (64) percent of the total JFinCoin supply, Pool B, Pool C and Pool D) will not be allocated to participants of the contribution event, but such JFinCoin will be allocated and distributed at the discretion of JFin Team.

### 2.4 JFinCoin Functionality

- a) JFinCoin is only for use in connection with the JFinCoin under the Terms and only constitutes a transferable representation of attributed functions specified in the DDL P.
- b) JFinCoin is a usage token which enables users to participate on the DDL P platform. In practice, JFin Team may act as a usage token in the JFin Team's network and a settlement token on the JFin Team's marketplace.



- c) JFinCoin holder carries no rights express or implied other than the right to use the JFinCoin as a means to enable usage of and interaction with and within the DDLP, if successfully completed and deployed (see section 3). Beyond this, ownership of a JFinCoin carries no rights express or implied. In particular, you understand and accept that ,as a holder of JFinCoin, you have no right to claim any ownership right or stake, intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the JFinCoin and/or JFin Team. Through the allocation of JFinCoin to you, you receive no right to receive any revenues generated by the intellectual property rights developed as part of the JFinCoin or any other assets. You understand and agree that the sole and exclusive usage rights of these intellectual property rights are retained by J Venture Company Limited and/or its affiliates.

## 2.5 Representations and Warranties of User

- a) By making the Contribution, you represent and warrant that:
- (1) You are not a citizen or resident of a country, whose legislation conflicts with obtaining or distributing cryptographic tokens such as JFinCoin, the contemplated allocation of JFinCoin and/or the JFinCoin in general;
  - (2) You are not a citizen or resident of the United States or the People's Republic of China;
  - (3) You are not a resident or citizen of, or located in a geographic area that is subject to UN, US, EU, or any other sovereign country sanctions or embargoes;
  - (4) You are not a resident in and/or is holding a passport issued by a High-Risk jurisdiction nation as defined by FATF & OFAC including: Afghanistan; Balkans related; Belarus; Bosnia and Herzegovina; Burundi; Central African Republic; Cuba; Democratic Republic of the Congo-related; Ethiopia; Iran; Iraq; Lao People's Democratic Republic; Lebanon; Libya; North Korea; Somalia; Sudan and Darfur; South Sudan; Syria; Uganda; Ukraine; Russia-related; Vanuatu; Venezuela-related; Yemen; and Zimbabwe.

- (5) any Funds used for the Contribution are: (a) good, clean, clear and are of non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind or any rights of third-party interests; and (c) have no origins that may be connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally;
- (6) You are not listed or associated with any person or entity listed on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, or Groups and Entities Subject to EU Financial Sanctions;
- (7) You have a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- (8) You understand and accept that there is no warranty or assurance that the network of miners will allocate the JFINCOIN's to the Users as proposed by these Terms;
- (9) You have carefully reviewed the Trading Platform's terms and conditions on the relevant Trading Platform's website and fully understand and accept them.
- (10) You are legally permitted to make the Contribution in order to create and obtain JFinCoin in the your jurisdiction;
- (11) You use cryptographic wallet software or a wallet service provider that technically supports the JFinCoin and ERC20 standard. You understand and accept, that failure to assure this may have the result that you will not gain access to your JFinCoin;
- (12) You are legally permitted to receive software and transfer Funds for the purpose of gaining access to the JFin platform/ecosystem;
- (13) You are authorized and have full power to purchase JFinCoin according to the laws that apply in your jurisdiction of domicile;

- (14) You are solely responsible for determining whether the acquisition of JFinCoin is appropriate for you;
- (15) You are not acting for the purpose of speculative investment;
- (16) You are not acting as an agent on behalf of any other person or entity who wish to purchase JFinCoin or participate in his/her/its token sale;
- (17) You are of a sufficient age (20 years or older in case that you are a Thai citizen and 21years or older if you are a citizen in other countries) to legally allocate and obtain JFinCoin;
- (18) You will take sole responsibility for any restrictions and risks associated with receiving, holding, transferring or using JFinCoin;
- (19) You are not contributing the Funds to obtain JFinCoinfor the purpose of speculative investment;
- (20) You are not obtaining or using JFinCoin for any illegal purposes;
  
- (21) You are purchasing the functionality of the JFinCoin primarily gain early access benefits to the JFin platform/ecosystem i.e. the use of JFin services, being aware of the commercial risks associated with the JFinCoin Project;
- (22) You agree that JFin Team has no liabilities for any relevant transaction pursuant to the Terms. For the avoidance of doubt, you waive the right to participate in a class action lawsuit or a class-wide arbitration against any entity or individual involved with the creation of JFinCoin or otherwise involved with the JFinCoin Project;
- (23) You understand that participation in the ITO does not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

- (24) You understand that the Contribution of Funds, the allocation and distribution of JFinCoin and the development of the JFinCoin carries significant financial, regulatory and reputational risks as further set forth in section 5;
- (25) You understand and expressly accepts that there is no warranty whatsoever on the JFinCoin, the DDLP and/or the success of the JFinCoin Project, expressed or implied, to the extent permitted by law, and that the platform is used and JFinCoin is allocated and distributed to and obtained by you at the sole risk of you on an “as is” and “under development” basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;
- (26) You understand that you have no right against any other party to request any refund of the Funds contributed for the allocation and distribution of the JFinCoin under any circumstance;
- (27) JFinCoin understand that with regard to JFinCoin, no market liquidity (including the existence of a marketplace where JFinCoin can be transferred) may be guaranteed and the value of JFinCoin may over time experience extreme volatility or depreciate in full;
- (28) You understand that you bear the sole responsibility to determine if your transfer of Funds, the creation, allocation, ownership or use of JFinCoin, the potential appreciation or depreciation in the value of JFinCoin over time and/or any other action or transaction related to the JFinCoin have tax implications for him/her/it; by receiving, holding, transferring or using JFinCoin, and to the extent permitted by law, you agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the distribution, allocation, ownership or use of JFinCoin or any other action or transaction related to the JFinCoin Project.
- (29) As part of the JFinCoin allocation process, you will use your own account on the Trading Platform network, with a user login associated to this account and password. The password is used to protect the access to the use of you. Following the creation

of JFinCoin in Pool A, for User's participating in the ITO, the JFinCoin will be transferred to the account from which the Contribution was made. In order to receive the JFinCoin, you shall ensure that you supply your own account and not, e.g., the address of a currency exchange like Poloniex, Coinbase, Bitfinex etc. You understand that you must keep your password and user login, including but not limited to private key and public key, safe and that you may not share them with anybody. You further understand that your user login, password, and/or private key and public key is/are lost or stolen, you may not be able to generate a new password or recover your account, and if you also loses your user login and password, the JFinCoin associated with your account will be unrecoverable and will be permanently lost. Furthermore, you understand that there may be no recovery mechanism for lost keys, passwords, so no one may be able to provide you with access to any JFinCoin on accounts whose user login, password has been lost.

- (29) You agree and acknowledge that no regulatory authority has examined or approved of the information set out in this whitepaper, no such 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 whitepaper to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- (30) You agree and acknowledge that this whitepaper, the undertaking and/or the completion of the JFinCoin token sale, or future trading of JFinCoin on any cryptocurrency exchange, shall not be construed, interpreted or deemed by you as an indication of the merits of JFin Team or JFinCoin;
- (31) You agree and acknowledge that in the case where the user wish to purchase any JFinCoin, it is not to be construed, interpreted, classified or treated as:
- i. any kind of currency other than cryptocurrency;
  - ii. debentures, stocks or shares issued by JFin Team
  - iii. rights, options or derivatives in respect of such debentures, stocks or shares;
  - iv. 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;

- v. units in a collective investment scheme;
  - vi. units in a business trust;
  - vii. derivatives of units in a business trust; or
  - viii. any other security or class of securities.
- (32) You have a good understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;
- (33) You are fully aware and understand that in the case where you wish to purchase any JFinCoin, there are risks associated with JFin Team and its business and operations;
- (34) You agree and acknowledge that JFin Team is not 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 this whitepaper or any part thereof by the user;
- (35) You will not use JFinCoin for any illegal activity, including but not limited to money laundering and the financing of terrorism; and
- (36) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of his/her/it access to and/or acceptance of possession this whitepaper or such part thereof (as the case may be).
- (37) YOU EXPRESSLY AGREE THAT YOU ARE PURCHASING JFINCOIN AT YOUR SOLE RISK AND THAT JFINCOIN IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING,

NONE OF THE JFIN PARTIES WARRANT THAT THE PROCESS FOR PURCHASING JFINCOIN WILL BE UNINTERRUPTED OR ERROR-FREE.

- (38) YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, JFINCOIN OR THE BTC-JFINCOIN PLATFORM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE EDC PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, JFINCOIN. YOU FURTHER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT JFIN TEAM ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF JFINCOIN, AND THAT THE RISK OF PURCHASING AND USING JFINCOIN RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE BTC-JFINCOIN PARTIES BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAS PAID TO BTC-JFINCOIN FOR THE PURCHASE OF JFINCOIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO YOU.

### 3. JFinCoin Execution

- 3.1 You understand and accept that the development and execution of the JFinCoin will be performed by JFin Team. For these purposes, JFin Team shall be entitled to the full amount of Contributed Funds (less costs) and to the Pool B, C and D of the JFinCoin (as set out in paragraph 2.2f). These

amounts cover expenses, charges and other costs that may arise by JFin Team as part of the development and execution of the JFinCoin Project. JFin Team has the right to engage subcontractors to perform the entire or partial development and execution of the JFinCoin Project. The scope of the development work will be triggered by the aggregate amount of Contributions received, as indicatively laid out in the White Paper; provided, however, that JFin Team shall have full discretion to determine the scope of development work. It remains at JFin Team's sole discretion to decide how to allocate the funds in order to develop and execute the JFinCoin Project.

3.2 You understand and accept that you shall not have any expectation of influence over governance on the JFinCoin Project.

3.3 You understand and accept that the JFinCoin will need to go through substantial development work which may result in significant conceptual, technical and commercial changes before release. You understand and accept that as part of the development, an upgrade of the JFinCoin may be required (a so-called hard-fork of the JFinCoin) and that, if you decide not to participate in such upgrade, you shall no longer use your JFinCoin and that any non-upgraded JFinCoin may lose their functionality in full.

#### 4. Audit of the DLLP platform

4.1 The DDLP has been, on a reasonable effort basis, audited and approved by a technical expert. The technical expert has confirmed that the DDLP has, with regard to both accuracy and security, been programmed according to the current state of the art.

4.2 However, you understand and accept that smart contract technology is still in an early development stage and its application of experimental nature which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while the audit conducted raises the level of security and accuracy, you understand and accept that the audit does not amount to any form of warranty, including direct or indirect warranties that the platform and/or the JFinCoin are fit for a particular purpose or do not contain any weaknesses, vulnerabilities or bugs which could cause, inter alia, the complete loss of Funds and/or JFinCoin.

#### 5. Risks



5.1 You understand and accept the risks associated with Contributing Funds to the DDLP Platform and the creation and distribution of JFinCoin as exemplary set forth above and hereinafter. In particular, you understand and accept the non-exhaustive list of inherent risks:

- a) Risk of software weaknesses: The underlying software application and software platform (i.e. the blockchain) are still in an early development stage and unproven, and there are no warranties or covenants that the process for creating or distributing JFinCoin will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Funds and/or JFinCoin.
- b) Risk of cryptographic weaknesses: The blockchain and all software dependent thereon, such as the JFinCoin is based on the effectiveness and reliability of cryptographic solutions. However, cryptography is evolving and cannot guarantee absolute security at all times. Advances in cryptography, such as code cracking, or technical advances such as the development of quantum computers, could present risks to all cryptography-based systems including the JFinCoin. This could result in the theft, loss, disappearance, destruction or devaluation of the JFinCoin held by you.
- c) Regulatory risk: The blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the DDLP and which may, inter alia, result in substantial modifications of the DDLP and/or the JFinCoin Project, including its termination and the loss or devaluation of JFINCOIN's held by you.
- d) Risk of insufficient information: The JFinCoin is at a very early developmental stage and its philosophy, consensus mechanism, algorithm, code and other technical specifications and parameters could be updated and changed frequently and constantly. While the White Paper contains the up-to-date key information related to the JFinCoin at the date of the White Paper, it is not complete or final and is subject to adjustments and updates that JFin Team may make from time to time. JFin Team is not in a position, nor obliged, to keep the Users closely posted on every detail of the JFinCoin Project development (including its progress and

expected milestones, whether re-scheduled or not) and therefore will not necessarily provide the Users with timely or full access to all the information relating to the JFinCoin that may emerge from time to time.

- e) Risk of abandonment / lack of success: The creation and distribution of the JFinCoin and the development of the JFinCoin may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The JFinCoin is not expected to be popular, prevalent or widely used soon after its launch. The JFinCoin and the JFinCoin may remain marginalized in the long run, appealing to only a minimal portion of users (if any). There is thus no assurance that, even if the JFinCoin is partially or fully developed and launched, you will receive any benefit through the JFinCoin held by you.
- f) Risks related to unverified source code: The source code of the DDLP may be licensed under open-source license terms and any party related or unrelated to the JFinCoin can propose updates, amendments, alterations or modifications to the source code. JFin Team may not be able to verify or guarantee the precise results of such updates, amendments, alterations or modifications and as a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects the JFinCoin or the JFinCoin value.
- g) Risks related to competition: The source code of the DDLP may be licensed under open-source license terms. As a result, anyone can legally copy, replicate, reproduce, engineer, modify, improve or otherwise utilize the source code and/or underlying source code of the DDLP in an attempt to develop a competing protocol, software, system or virtual platform or virtual machine, which is out of JFin Team's control and may consequently compete with or even overshadow or overtake the JFinCoin Project, which may adversely affect the JFinCoin or the JFinCoin value.
- h) Risk of withdrawing partners: The feasibility of the JFinCoin depends strongly on the collaboration of banks and other crucial partners of JFin Team. There is therefore no

assurance that the JFinCoin as a whole or parts thereof will be successfully executed as set out in these Terms or otherwise.

- i) Risk associated with other applications: The JFinCoin may give rise to other, alternative projects, promoted by unaffiliated third parties, under which JFinCoin will have no intrinsic value.
- j) Risk of loss of private key: JFinCoin can only be accessed by using an Ethereum wallet with a combination of the user's account information (address), private key, password and any other protection used by the user. If the User's private key file, password or the back-up seed is lost or stolen, the JFinCoin associated with the user's account (address) or password may be unrecoverable and permanently lost.
- k) Third party risk: JFin Team may engage third parties to manage and operate the Pre-sale and ITO processes. JFin Team has no visibility into, or possibility to control, the software or mechanisms used by such third parties, and cannot verify or guarantee the proper functionality of the third parties' software or operations.
- l) Risk of theft: The DDLP concept, the underlying software application and software platform (i.e. the blockchain), or other assets of the JFinCoin Project, may be exposed to attacks by hackers or other individuals that could result in theft or loss of JFinCoin or Funds, which may lead to a loss or devaluation of Funds and/or JFinCoin's and the ability to develop the JFinCoin Project.
- m) Risk of mining and other malicious attacks: As with other cryptocurrencies, the blockchain used for the DDLP is susceptible to mining and other malicious attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Any successful attacks present a risk to the DDLP, expected proper execution and sequencing of JFinCoin transactions, and expected proper execution and sequencing of contract computations.
- n) Risk of changes in the DDLP: The network of miners (or, in the future, potentially a network of staking nodes) will be ultimately in control of the DDLP. A majority of these miners could

agree at any point to make changes to the DDLP and to run the new version of the platform, which could lead to reduced functionality of the DDLP and/or devaluation of JFinCoin.

- o) Risk of incompatible Wallet service: The cryptographic wallet software or wallet service provider of the User must be technically compatible with the JFinCoin. The failure to assure this may lead to you being unable to gain access to your JFinCoin.

## 6. Taxation

6.1 You agree to bear the sole responsibility to determine if the Contribution to the DDLP; the creation, allocation, ownership and use of JFinCoin or the purchase and thereof after allocation and distribution; the potential appreciation or depreciation in the value of JFinCoin over time; and/or any other action or transaction related to the JFinCoin have tax implications for him/her/it.

6.2 By receiving, holding, transferring or using JFinCoin to the extent permitted by law, the User agrees not to hold any third party (including JFin Team Members as well as other developers, auditors, contractors or founders associated with the JFinCoin, the DDLP, the JFinCoin or JFin Team) liable for any tax liability associated with or arising from the creation, allocation, distribution, ownership or use of JFinCoin or any other action or transaction related to the JFinCoin Project.

## 7. No Liability

7.1 You acknowledge and agree that, to the fullest extent permitted by any applicable law, you shall not hold any JFin Team Members or other developers, auditors, contractors or founders associated with the JFinCoin, the DDLP, the JFinCoin and/or JFin Team liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, JFinCoin, the DDLP and/or the JFin Team Platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence). You further acknowledge and agree that the JFin Team Members or other developers, auditors, contractors or founders associated with the JFIN CON, the DDLP, the JFinCoin and/or JFin Team shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use the JFinCoin, and/or the DDLP.

- 7.2 You further specifically acknowledge that JFin Team Members or other developers, auditors, contractors or founders associated with the JFinCoin, the DDLP, the JFinCoinand/or JFin Team are not liable, and you agree not to seek to hold them liable, for the conduct of third parties and that the risk of receiving, holding, transferring and using JFinCoin rests entirely with you.
- 7.3 By receiving, holding, transferring or using JFinCoin, and to the extent permitted by law, the User agrees not to hold any third party (including JFin Team Team Members and other developers, auditors, contractors or founders associated with the JFinCoin, the platformand/or JFin Team) liable for any regulatory implications or liability associated with or arising from the creation, allocation, distribution, ownership or use of JFinCoin or any other action or transaction related to the JFinCoin Project.
- 7.4 Neither JFin Team nor any of its officers and employees are to be or shall be considered as advisors in any legal, tax or financial matters.
- 7.5 Acquiring JFinCoin shall not grant any equity, right or influence over JFin Team's organization and governance to the purchasers.

## 8. Dispute Resolution

- 8.1 JFin Team and you(the "**Parties**") agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this pre-sale and their respective rights and obligations hereunder arising under this Agreement (a "**Dispute**").
- 8.2 If the Parties, or their designated representatives, are unable to resolve the Dispute within ten (10) business days after referral of the matter to them, the Parties will submit the Dispute for resolution pursuant to 8.3 of this Section.
- 8.3 Any dispute or difference arising out of or in connection with this Agreement, including any question with regard to its existence, validity or termination, shall be settled by arbitration.
- 8.4 The arbitration shall be held under the auspices of the Thailand Arbitration Centre ("THAC") and conducted in accordance with the THAC rules. Such arbitration shall be presided by one arbitrator who shall be appointed by the parties. Should the parties be unable to agree to the appointment of an arbitrator, the Director of the THAC shall appoint the arbitrator. The decision of the arbitrator shall

be final and binding on the parties. As far as applicable, any award rendered shall be enforceable in accordance with Thai law. Notwithstanding the foregoing, judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such a court for judicial acceptance of the award and an order for enforcement, as the case may be.

8.5 Any dispute arising out of or about the creation of JFinCoin and the development and execution of the DDLP which has amount of claim lower than THB 10,000,000 (Ten Million Baht) shall be finally settled by Thai courts.

## 9. Miscellaneous

9.1 The DDLP is located in Thailand. Consequently, the JFinCoin creation and allocation and the assignment of the development and execution of the JFinCoin to JFin Team are considered to be executed in Thailand.

9.2 Should the JFinCoin holder transfer JFinCoin to a new holder, the JFinCoin holder is responsible for ensuring the transfer is within the applicable laws within all applicable jurisdiction.

9.3 The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

9.4 The Terms govern the creation, allocation, distribution, ownership and use of JFinCoin and supersede any public statements and other documentation about the launch of JFinCoin and/or the DDLP made by anyone in the past, present and future.

9.5 The applicable law is Thai law.

9.6 If you are in any doubt about the contents of these Terms or the action you should take, you should consult your solicitor, accountant or other professional adviser immediately.

9.7 The language of this Terms and any further documents to be executed related to this Terms shall be in the English language. In the event of any dispute arising from an alleged difference in meaning between any translation of this Terms and the English text, the English text shall solely prevail.

- 9.8 Should any part, term or provision of the Terms be determined to be by an arbitrator or a court or other competent authority to be unlawful, invalid or unenforceable and of no effect, such provision shall be deemed to be deleted from the Terms. The validity and enforceability of the remaining portions or provisions shall not be affected thereby.
- 9.9 These Terms set forth the entire understanding between you and JFin Team with respect to the purchase and sale of JFinCoin. For facts relating to the sale and purchase, the Purchaser agrees to rely only on these two documents in determining purchase decisions and understands that these documents govern the sale of JFinCoin and supersede any public statements about the initial sale made by third parties or by JFIN Team or individuals associated with JFin Team, past and present and during the initial sale.
- 9.10 The failure of JFin Team to require or enforce strict performance by you of any provision of these Terms or JFin Team failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of DDLP 's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by JFin Team of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in this these Terms, no representations, statements, consents, waivers, or other acts or omissions by JFin Team shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer, employee, or agent of JFin Team.
- 9.11 JFin Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of the JFinCoin project — transparency — JFin Team endeavour to publish any legal enquiries upon receipt.