



## OPPORTY tokens sale policy

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# SECTION 1.

## SALE POLICY STATUS AND ACCEPTANCE

**1.1** This Sale Policy (hereinafter referred to as the “Policy”) describes general rules and procedure of Opportunity Tokens Sale by the Website Owner and their purchase by Users.

**1.2** This Policy is an inseparable part of Opportunity Tokens Sale General Terms & Conditions that every User shall carefully read, understand and irrevocably and inequitably accept. In terms not formulated in this Policy (including but not limited to intellectual property rights, dispute resolution etc.), the Opportunity Tokens Sale General Terms & Conditions shall be applicable to the relationships that arise hereunder.

**1.3** The definitions formulated herein and mentioned with capital letter shall have the meaning as described in Opportunity Tokens Sale General Terms & Conditions.

**1.4** Each and every User is obligated to carefully read and comply with this Policy.

**1.5** It is understood and presumed per se that by the fact of the Website use and Opportunity Tokens purchase, the potential User fully read, understood and irrevocably and inequitably accepted this Policy. If any User does not agree with this Policy in general or any part of it, such User should not use Opportunity and/or purchase Opportunity Tokens.

**1.6** You are of an age of majority to enter into this Policy, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith.

**1.7** You shall not use the Website if you are prohibited under the applicable law from using it. Any User that is in any manner limited or prohibited from the purchase, possession, transfer, use or other transaction involving any amount of Opportunity Tokens under the applicable law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

## SECTION 2.

# OPPORTY TOKENS SALE OFFER AND ACCEPTANCE

**2.1** Opporty Tokens are available for purchase to eligible buyers (Users) only during the only within a limited Opporty Tokens Sale timeframe that is defined in the Whitepaper and presented on the Website.

**2.2** Website Owner's publication on the Website of an offer to sell Opporty Tokens to multiple Users (potential Opporty Token purchasers) shall be a legally binding offer of the Website Owner to sell Opporty Tokens (hereinafter referred to as the "Offer").

**2.3** The Offer shall be available only at the Website. Any other offers that describe Opporty Tokens Sale published on any other internet resources shall be considered false and void and the Website Owner shall not take responsibility for these offers.

**2.4** The number of Opporty Tokens available for sale by the Website Owner is limited, as well as the number of mentioned tokens available for purchase to each User. Such number of Opporty Tokens to be sold and available for purchase shall be clearly described in the Whitepaper as well as on the Website.

**2.5** Legally binding acceptance of the Offer shall be performed by a User in User's Account (hereinafter referred to as the "Offer Acceptance") by clicking "Purchase Opporty Tokens" (or similar) on the Website. From this moment the offer shall be an offer that is formally accepted by the respective User and the User shall take the responsibility to pay the price of the respective amount of Tokens as defined herein in relevant Section.

**2.6** Offer Acceptance shall be deemed irrevocable.

**2.7** By buying Opporty Tokens hereunder the User represents and warrants that his/her funds in no way came from illegal or unethical sources, that the User is not using any proceeds of criminal or illegal activity, and that no transaction involving Opporty tokens are being used to facilitate any criminal or illegal activity.

## SECTION 3.

# PRICE AND PAYMENT PROCEDURE

**3.1** The price of one Opportunity Token is defined in Ethereum (ETH) only and shall be described in the Whitepaper and available at all times to refer on the Website.

**3.2** The payment of Opportunity Tokens conducted by Users can be accepted only in Ethereum (ETH).

**3.3** It is not available to conduct fiat payment for Opportunity Tokens. To purchase Opportunity Tokens with legal tender User shall conduct exchange of such funds into Ethereum (ETH).

**3.4** Technically the payment of Opportunity Tokens shall be performed via Ethereum Smart Contract introduced on the Website.

**3.5** To purchase Opportunity Tokens the User shall only transfer cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount which equals the amount of the Opportunity Tokens the User expects to get for such payment.

**3.6** User is not permitted to transfer any funds to buy Opportunity Tokens before the date Opportunity Tokens Sale officially starts, except for the cases of Opportunity Tokens presale that begins before the official Opportunity Tokens Sale phase and is available to participate to only limited number of respective industry leaders. User is not permitted to send any funds to conduct purchase of Opportunity Tokens after the respective Opportunity Tokens Sale ends.

**3.7** The amount of Opportunity Tokens to be available to a User shall be specified in User's Account on the Website after Opportunity Tokens purchase is completed by the User. The Opportunity Tokens shall be transferred to the User's personal respective cryptocurrency wallet by the end of the second phase of Opportunity Tokens Sale as presented in the Whitepaper and on the Website.

**3.8** To the extent allowable pursuant to Applicable Law, the purchase of the Opportunity Tokens by the User from the Website Owner is final. Given that no refunds and/or cancellations are possible.

## **SECTION 4. OWNERSHIP RIGHTS TRANSFER**

**4.1** Tokens purchased by users shall be distributed after the Opperty Tokens Sale is finished.

## **SECTION 5. OPPORTY TOKENS PRESALE PROCEEDS STATUS**

**5.1** The proceeds that we receive from the sale of Opperty Tokens to You shall only be deemed as proceeds received from sale of software services, as Opperty Tokens shall be available to exchange for services from the respective service marketplace by the Users.

**5.2** You must accept that the Opperty Tokens are not securities, are not registered with any government entity as the securities, shall not be treated as such, are not designed to be commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights, and do not represent any ownership right.

## **SECTION 6. PURCHASER'S REPRESENTATIONS AND WARRANTIES**

**6.1** By purchasing Opperty Tokens hereunder the User represents and warrants that his/her funds are not received from any illegal or unethical sources, that the User is not using any proceeds of criminal or illegal activity, and that no transaction involving Opperty Tokens are being used in any criminal or illegal activity.

**6.2** The User must provide credible proves that ensure legality of his/her proceeds used to buy Opportunity Tokens upon Website Owner's request or request of bank institutions or government authorities.

**6.3** By accepting this Policy and by purchasing the Opportunity Tokens, the User recognizes and accepts there are certain risks involved in purchase of Opportunity Tokens, holding Opportunity Tokens, and using Opportunity Tokens. By conducting a purchase of Opportunity Tokens, the User expressly accepts such risks, including, but not limited to: risk of losing access to the Opportunity Tokens in his/her possession because of loss of private key(s) or password, as well as any other registration information, risks that occur due to the Opportunity Tokens blockchain, risk of mining attacks, risk of hacking and security weaknesses, risks that occur due to volatility of markets for cryptocurrencies, etc.

**6.4** The User also recognizes and accepts that the concept of Opportunity is still in its development stage and unproven, that is why there is we cannot provide any warranty that the process for generating Opportunity Tokens will be uninterrupted or error-free and why there is a certain possibility that the Opportunity Blockchain could be subjected to weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Opportunity Tokens.

**6.5** The User should be aware that the use of the Opportunity Tokens and relations between the Parties may be governed by any other applicable terms and policies. The User agrees to take responsibility for any applicable taxes imposed on the Opportunity Tokens purchased hereunder.

## **SECTION 7. PURCHASE LIMITATIONS**

**7.1** United States, Singaporean, Chinese or South Korean citizens and residents are not eligible to purchase Opportunity Tokens. You are only allowed to purchase Opportunity Tokens if and by buying Opportunity Tokens you covenant, represent, and warrant that you are neither a US, Singaporean, Chinese citizen or South Korean or permanent resident of the United States, Singapore, China or South Korea, nor do you have a primary residence or domicile in the United States, Singapore, China or South Korea,

including Puerto Rico, the US Virgin Islands, and any other possessions of the United States. In order to buy Opportunity Tokens and by buying Opportunity Tokens you covenant, represent, and warrant that none of the owners of the company, of which you are an authorized officer, are US Citizen or permanent resident of the United States, Singapore, China or South Korea, nor do you have a primary residence or domicile in the United States, Singapore, China or South Korea, including Puerto Rico, the US Virgin Islands, and any other possessions of the United States, Singapore, China or South Korea. Should this change at any time, you shall immediately notify Opportunity. The company shall reserve the right to refuse selling Opportunity Tokens to anyone who does not meet criteria necessary for their buying, as set out hereunder and by the applicable law. In particular, the company may refuse selling Opportunity Tokens to US, Singaporean, Chinese or South Korean citizens, permanent residents of the United States, Singapore, China or South Korea and those users who do not meet any criteria specified in Section 2.

## **SECTION 8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

**8.1** This website and the Opportunity Tokens are provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your use of the website and buying of any amount of the Opportunity Tokens and their use.

**8.2** You hereby expressly agree that, to the maximum extent permitted by the applicable law, the website owner does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this website or the material, information, software, facilities, services or content on this website, from buying of the Opportunity Tokens or their use by the User, regardless of the basis, upon which the liability is claimed and even if Website Owner has been advised of the possibility of such loss or damage.



**8.3** You understand and agree that the website owner shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the Opportunity Tokens. The Website Owner shall not provide the user refund possibilities (payout liquidity) for purchased Opportunity Tokens. The user understands and expressly agrees that the website owner shall not guaranty in any way that the Opportunity Tokens might be sold or transferred during or after the ICO.

**8.4** At any case, total amount of our aggregate liability hereunder may not exceed 500 (five hundred) US dollars. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning use of this website and use and buying of the Opportunity Tokens, and that the Website Owner should not accept any liability for any illegal or unauthorized use of this website and use and buying of the Opportunity Tokens. You agree to be solely responsible for any applicable taxes imposed on tokens purchased hereunder.

**8.5** The Website Owner does not warrant or represent that any information on the website is accurate or reliable or that the website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. Website Owner shall not be liable for uninterpreted availability of the website at all times, in all countries and/or all geographic locations, or at any given time.

## **SECTION 9. CONFIDENTIALITY**

**9.1** The User understands and agrees that any information or data the User has acquired from or about the Opportunity, included, but not limited to, information or data concerning prices, scope of terms and any other terms, conditions, obligations, affirmations, representations, and warranties described herein or delivered prior to the date the Agreement is entered into (hereinafter - the "Confidential Information"), was received in confidence. The User hereby accepts that they shall take all measures to keep such information safe and not to divulge any such information or any information

derived therefrom to any third person without the prior written consent of the Opportunity. The Parties also agree to ensure that each other Confidential Information is secured for a period of four (4) years following the signing of this Agreement. The Parties acknowledge, that unless required by law or a legal subpoena, they shall not reveal each other's Confidential Information, in any form to and any third party, or to utilize each other Confidential Information for any purpose other than the performance of this Agreement. Each party guarantees that Confidential Information is not revealed or distributed by its employees or agents in violation of the terms of this Agreement. Confidential Information shall also mean all material and information that has been or will be possessed by or revealed to the other Party in connection with its operation hereunder and which in the ordinary course of business is deemed to be considered confidential. The content of this Agreement, as well as the fact that it has been entered into shall also be considered Confidential Information. The following information shall not be considered Confidential Information: (a) information that is or becomes a part of the public domain through no act or omission of the other party; (b) information that was lawfully possessed by the other party prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) information that is lawfully revealed to the other party by a third party without restriction on disclosure; (d) information that is independently developed by the other party; or (e) information that is required to be revealed by any judicial or governmental requirement or order (provided that Recipient timely advises the disclosing party of the governmental demand for disclosure). Without the prior permission of the other Party, neither Party has rights to issue any media release or similar publicity with respect to this Agreement. Neither Party shall use the trademarks, trade name or logo of the other Party without having obtained its permission.

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*Intellectual property Notification: This document is the possession of the Website Owner and is protected by copyright laws. Its copying and/or use by any third party in full or in part without prior written permission of the Website Owner is not allowed in any way.*