

Terms of Use

for the CoinPennant project



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Please read the following 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, do not use any documents and information sent to you by the Token Provider and do not participate in the Token Crowdsale of the Token Provider. Your access to and use of this Website, Token Provider's Token Crowdsale and Token Provider's documents constitutes your acceptance of and agreement to abide by each of the terms set out below.

The Backer is not allowed to acquire Tokens if he has residence, citizenship or primary residence in any other jurisdiction in which it is not permissible to participate in token crowd contributions.

DO NOT PROVIDE YOUR ETH ADDRESS DIRECTLY FROM CRYPTOCURRENCY EXCHANGE.

1. Introductory Provisions and Definition of the Terms used in the Terms of Use

These General Terms and Conditions (hereinafter referred to as Terms of Use or Terms) apply to the terms of use of the CoinPennant Token CPNT (hereinafter referred to as Token or CPNT) and the CoinPennant Project (hereinafter referred to as the Project or CoinPennant Project).

1.1. Token Provider: The provider of the Token is **CoinPennant d.o.o.**, with the following data:

- registered office and business address: Arja vas 102, 3301 Petrovče, Slovenia, EU
- tax number: 25912780;
- e-mail address: info@coinpennant.com;
- hereinafter referred to as: **Token Provider**.

1.2. Website: www.coinpennant.com

1.3. Backer: A natural or legal person that backs the Project by acquiring Tokens from the Token Provider by exchanging crypto currencies for Tokens.

1.4. CPNT (CoinPennant Token): A crypto currency Token called a CoinPennant Token, or short, CPNT distributed by the Token Provider (hereinafter referred to as Token or Coin or CPNT).

1.5. Crypto Currency: A cryptocurrency (or crypto currency) is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency (source: <https://en.wikipedia.org/wiki/Cryptocurrency>).

1.6. Ether or Ethereum: A Token Coin of the Ethereum blockchain called ether (source: <https://en.wikipedia.org/wiki/Ethereum#Ether>)



1.7. Ethereum platform: is an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

(source: <https://en.wikipedia.org/wiki/Ethereum>)

1.8. ToU: Terms of Use of the Token Provider – Terms of use under which Backer and website user can use Token Provider website and contribute in Token Crowdsale.

1.9. Private Presale: Presale when only invited and whitelisted backers can acquire right to receive Tokens

1.10. Crowdsale: The timeline when Crowdsale starts when all Backers can acquire Tokens.

1.11. Token Crowdsale: Token Crowdsale of Token Provider. It consists out of two phases: Private Presale and Crowdsale.

1.12. Platform: The CoinPennant Platform (hereinafter referred to as the Platform or CoinPennant Platform)

1.13. Terms: Terms of Use

1.14. Soft Cap: The threshold of the Minimum Value of Crypto Currencies collected from Backers in the Token Provider Token Crowdsale. If collected below this threshold, then the Crypto Currencies will be returned to the Backers.

1.15. Hard Cap: The Maximum Value of Crypto Currencies collected from Backers in the Token Provider Token Crowdsale.

2. The Project

The main goal of The Project is to develop the CoinPennant Platform where experienced and beginner crypto traders can collaborate. Good crypto investment strategies and investment opportunities / suggestions meet on the platform. Beginners will be able buy tips from professionals and obtaining them by on time payments or subscriptions. Only successful tips will be compensated.

The platform will offer additional other services which might include buying or selling crypto currencies and others.

3. Website and other materials

3.1. Details about the Project are available on the website www.coinpennant.com, which shall form an integral part of these Terms. The Backer agrees not to copy any information from the



Website without the permission of the Token Provider except information for personal non-commercial use.

3.2. The Token Provider has also prepared a White Paper which describes the Project thoroughly, simple, easier to understand, at the same time and is available on the Website (hereinafter referred to as the White Paper). The White Paper shall form an integral part of these Terms. In case of any discrepancy between the provisions of these Terms and the provision of the White Paper or content of the Web site www.coinpennant.com, the provisions of the Terms shall prevail.

3.3. The main purpose of White Paper is to provide a simple description of the Project so non-expert people would understand what the project is about. Therefore, it is not so legally or technically precisely written, from this point of view they are not legally binding. On the other hand, this Terms of Use are.

4. Token Crowdsale, Return of the funds

4.1. The Project shall be financed by funds raised by Backers by means of the Token Crowdsale (hereinafter jointly referred to as CoinPennant Platform Token Crowdsale).

4.2. The Token Crowdsale will be held in two stages (from here on also called phases): Private Presale and Crowdsale

4.3. The Hard Cap is set at the value of USD 10 million (\$10.000.000).

4.4. The maximum amount of funds to be exchanged into the CPNT by a single Backer shall be equivalent to 1000 ETH.

4.5. The Crowdsale shall start on the Crowdsale start date that Token Provider will publish on Website and shall continue until the Crowdsale end date that it is published on Website. In any case, the Token Crowdsale should stop once the Hard Cap (as defined in Chapter Crowdsale details of the White Paper) has been reached.

4.6. In addition to the provision set herein, the Token Crowdsale shall be governed by the provisions of Chapter 5 of the White Paper, CoinPennant Crowdsale.

4.7. Soft Cap is set at the value of USD 2 million (\$2.000.000). In case the Soft Cap (as defined in Chapter CoinPennant Token Crowdsale Overview of the White Paper) has not been reached by the end of the Crowdsale, or in the case of premature or overdue contributions by the Backers, any and all costs of the return of the funds shall be borne by the Backer, and the Token Provider may deduct any such costs from the value to be returned to the Backer. The return of the funds shall be made in the currency in which it was received by the Token Provider and to the address from which it was received.

4.8. In the Token Crowdsale phase, only Ethereum crypto currency will be accepted for the exchange of CPNT.

4.9. If the amount of USD 2 million value in received funds (Soft Cap) is not reached by the end of the Crowdsale, all contributions will be returned in the same currencies as received. All commissions and transaction fees for refund transactions will be covered by/from the Backers' funds.

5. Acceptance of the Terms

5.1. By inputting Backer's data in the Website form and sending it to the Token Provider by pressing a button, the Backer confirms that they have thoroughly read and fully understood each and every provision of these Terms, which are effective and binding on both Parties.

5.2. By accepting these Terms, and provided that the other conditions set out hereunder have been met, the Backer enters into a binding contract with the Token Provider.

6. Creation of Tokens

In exchange for the funds received during the Token Crowdsale, and based on the value thereof and the bonuses given, the Token Provider shall create a corresponding number of Tokens (the maximum number Tokens in Crowdsale shall be 24.300.000 CPNT (including bonuses). The CoinPennant Tokens (CPNT) will be created in a single token creation event and only once, which shall be calculated according to the formula set out under the section Token Distribution at Subchapter "CoinPennant Crowdsale" of the White Paper.

7. Token Distribution

7.1. The Token Provider shall create 24.300.000 of Tokens unallocated (including bonuses). The remaining unallocated Token at the end of the Crowdsale phase will be destroyed/burned before distributed. The created Tokens shall be distributed among the Backers and other persons as set forth under the section Token Distribution at Subchapter "CoinPennant Crowdsale" of the White Paper.

7.2. Each individual Backer shall receive the number of Tokens on a pro-rata basis, i.e. based on the value of the funds received (1 Token per USD 0.5 value of the received funds) by the Token Provider and also taking in account the bonuses that the Backer is justified as set out in Subchapter Crowdsale Details of the White Paper; for the avoidance of doubt, only the funds received in accordance with the provisions of these Terms shall count towards the calculation.

7.3. The value of a Token will be calculated according to the Bitfinex exchange rate (Crypto Currency/USD). At the start of every 5 minutes, the exchange rate on Bitfinex will be checked and the value of the funds received within the next 5 minutes will be fixed and converted into the value in USD for the requirements of the Token allocation and distribution.



7.4. If the Hard Cap is not reached during the Token Crowdsale, the remaining unallocated tokens will be destroyed/burned.

7.5. If the Hard Cap is reached in Token Crowdsale, Token Provider can immediately stop the registration process, kyc process and process of accepting funds.

8. Acquisition of Tokens

8.1. The Tokens allocated to each individual Backer in accordance with the provisions of Point 7 of these Terms shall be sent by the Token Provider to the wallet address provided by the Backer during the Token Crowdsale, provided that such a wallet is an Ethereum compatible wallet (ERC-20 standard).

8.2. The allocated Tokens shall be ready to transfer to the Backer's wallet address within 1 (one) month after the end of the Crowdsale, but not before the transfer has been ascertained to be technically secure.

8.3. Before contributing in the Token Crowdsale, the Backers will have to login into the dedicated Token Crowdsale web page. They must provide their personal data including their personal ETH wallet address and fulfill the KYC process. After fulfilling KYC procedure, Token provider will approve or deny cooperation in the Token Provider Token Crowdsale. Once the Backer KYC is approved by Token Provider, a unique wallet address will be provided by the web page. This address must be used by the Backer to assign the funds for contribution by the Backer. Once the Token generation is completed the Tokens will be transferred to the provided Backer's ETH address at the registration. The Token Provider will provide HOW TO tutorials to make things easier.

9. Token distribution between Backers, Team and Advisers

9.1. The Backer expressly acknowledges and agrees that 55% of the created Tokens shall be additionally created and distributed as set out under Subchapter "Additionally distributed tokens" of the White Paper.

9.2. Any holder of the Tokens, regardless of their status, shall enjoy equal rights pertaining to or stemming from the Tokens.

10. Timeline

The Project Timeline is set out in Chapter “Road Map” of the White Paper. This Timeline is set out on a “best-effort” basis to predict future work and phases; however, given that it is almost impossible to exactly predict future events and development, the Token Provider reserves the right to adjust the Timeline to future business developments.

11. Cancellations and Refund Policy

11.1. The Backer acknowledges that all token exchanges are final and that the Token Provider is not obligated to refund or compensate in lieu of any token exchanges for any reason. The Backer has no right to withdraw from the Crowdfunding or cancellation of the token exchange.

11.2. If the amount of USD 2 million (\$2.000.000) value in received funds (Soft Cap) is not reached by the end of the Crowdsale, all contributions will be returned in the same currencies as received. All commissions and transaction fees for refund transactions will be covered by the Backers’ funds.

11.3. In the event that the Token Provider returns any received funds, the Backer shall not receive any interest for the time that the Token Provider has had the Backer’s funds.

12. Privacy and Data Protection Policy

12.1. The Backer is responsible for themselves and for their responsible persons for the confidentiality, protection and use of access passwords, user names and other data.

12.2. The Backer is responsible for the actions of their responsible persons as if they were their own.

12.3. The Token Provider and the Backer are obligated to protect all data concerning the other contracting party which they obtain through or in relation to their cooperation, as a business secret, during their cooperation and for at least three (3) years after the termination of the validity of the contractual relationship.

12.4. The information, which is a business secret, must not be used by the contracting parties on their own or with others for purposes beyond the contractual relationship, and must not be submitted to third parties or enable third parties to be acquainted with it. The prohibition of the submission information to third parties does not apply to the Token Provider where and to the extent it is necessary to provide services as per the concluded contractual relationship.

12.5. In no case may the Backer make a press statement using data that are considered a business secret, except with the prior written consent of the Token Provider.

12.6. The Backer agrees that the Token Provider or a third party may send e-mail notifications related to the operation of the services and delivery and their capacities, upgrades referring to the services, changes or amendments to these Terms, campaigns or benefits in using the services and deliveries, as well as other service-related messages. The Backer agrees that these notifications may also include commercial messages (ads) from the Token Provider or third parties and news, promotions and invitations to / about third parties Token Crowdsale projects.

12.7. The Backer agrees that the Token Provider sends them electronic messages to its e-mail address entered upon registration, and to keep and process the data on the Backer in the way determined in this Article.

12.8. The Backer understands and agrees that in terms of sent e-mail notifications, the Token Provider may record the data on the Backers who read a specific e-mail message and the data on the online links in the respective message the Backers opened (clicked). The Backer agrees that the Token Provider may use the data thus obtained to adjust offers and/or contents of future e-mail notifications sent to a specific Backer.

12.9. The Backer agrees that the Token Provider may use all the data gathered within the scope of implementing the services and deliveries for the Backer for its own needs without limitations, including market analyses and the adjustment of products and services to the findings of the analyses.

12.10. The Backer explicitly allows the Token Provider to send information, notifications and survey questionnaires directly or indirectly related to the Token Provider's services to the Backer's e-mail address during the contractual relationship until the cancellation or opting-out of receiving these kinds of notifications.

12.11. The Backer agrees that for the purposes of its operation, the Token Provider shall gather and process the personal data of its contact persons who communicate with the Token Provider with regard to services and deliveries.

12.14. The contracting parties undertake to protect the personal data of employees and contractual workers of other contracting parties or related data as per the EU's General Data Protection Regulation (GDPR).

12.15. You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us over email.

13. Warranties and Disclaimers

13.1. The Token Provider does not make and expressly disclaims any warranties, expressed or implied.

13.2. The Token Provider does not warrant that Tokens or the process of crypto currency transactions and receiving Tokens will be uninterrupted or flawless and that the exchange of Tokens will result in receiving Tokens by the Backer. Specifically, the Token Provider does not warrant that the blockchain transaction will be executed in the estimated time frame. The Token Provider also does not warrant the ability of anyone to exchange crypto currencies or use Tokens. The Backer acknowledges that they might lose the entire amount they paid to the Token Provider.

13.3. The Backer expressly acknowledges, understands and agrees that they are exchanging crypto currencies and acquiring Tokens at their sole risk and that the Tokens are each provided, used and acquired on an “as is” and on an “as available” basis without representations, warranties or guarantees by the Token Provider.

13.4. The Backer must provide digital wallet address that supports the Token. If the Backer sends to the Token Provider a digital wallet address which is not an Ethereum compatible wallet or the Backer sends a wrong wallet address, the Backer may lose all the Tokens sent to this address as all transactions made are non-refundable. The Backer carries all responsibility to verify whether his wallet address supports all conditions of the Token, including compatibility with Ethereum and whether he provided the correct wallet address to the Token Provider. In the event the Backer fails to fulfill these conditions the Token Provider shall not be held liable for any damages incurred to the Backer and shall not be obligated to refund the Backer.

The Backer recognizes and is fully aware that the Tokens are in interaction with the Ethereum Network and there is a possibility that the Ethereum Network malfunctions which can result in a transfer delay or even the loss of Tokens. The Token Provider assumes no responsibility and shall not be obligated to recover any damages suffered by the Backer due to the malfunction of the Ethereum Network.

13.5. The Backer must provide digital wallet address that supports the Token. If the Backer sends to the Token Provider a digital wallet address is not an Ethereum compatible wallet or the Backer sends a wrong wallet address, the Backer may lose all the Tokens sent to this address.

13.6. The Backer is only allowed to acquire the CPNT if and by acquiring the CPNT they covenant, represent, and warrant that they are neither a citizen, resident or tax resident of the United States of America (including all territories of this country), People's Republic of China, the Democratic People's Republic of Korea, Canada, Afganistan, Irak, Jemen, Siria, Vanuatu, Guayana, Laos or Uganda, nor do they have a primary residence or domicile in the United States of America (including all territories of this country), People's Republic of China, the Democratic People's Republic of Korea, Canada, Afganistan, Irak, Jemen, Siria, Vanuatu, Guayana, Laos or Uganda. In order to acquire the CPNT and by acquiring the CPNT the Backer covenants, represents, and warrants that none of the owners or beneficiaries of the company, of which the Backer is an authorized officer, is a citizen, resident or tax resident of of the United States of America (including all territories of this country), People's Republic of China, the Democratic People's Republic of Korea, Canada, Afganistan, Irak, Jemen, Siria, Vanuatu, Guayana, Laos or Uganda, nor do they have a primary residence or domicile of the United States of America (including all territories of this country), People's Republic of China, the Democratic People's Republic of Korea, Canada,

Afganistan, Irak, Jemen, Siria, Vanuatu, Guayana, Laos or Uganda. Should this change at any time, you must immediately notify the Token Provider.

The Backer is not allowed to acquire Tokens if he has residence, citizenship or primary residence in any other jurisdiction in which it is not permissible to participate in token crowd contributions.

13.7. If buying, selling, acquiring and the usage of crypto currency and/or Tokens, participation in the Token Crowdsale and/or other transactions indicated in this Terms of Use and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you are obliged not to participate in the Token Crowdsale, not to use the Website and not to use or acquire the CPNT. Failure to comply with the local laws may result in the loss of your Account and any assets contained within.

13.8. The Token Provider shall reserve the right to refuse the exchange of funds to the CPNT to anyone who does not meet the criteria necessary for their acquiring, as set out in these Terms, the Website and by the applicable law.

13.9. Tokens are not shares of the Token Provider. Tokens do not represent ownership, interests or grant ownership, control or voting rights in the Token Provider, nor do they grant any rights to receive a share of the Token Provider profit.

13.10. The CPNT Token could be used later to purchase products, services and applications on the CoinPennant platform.

13.11. The Website, the White Paper and other materials are prepared for the Backer's general information only. It is not intended to be a recommendation to contribute in the Token Crowdsale and/or to use the Tokens.

13.12. All payments/ money transfers the Backer makes will be made only in the Backer's name.

13.13. The Backer expressly acknowledges, understands and agrees that the Backer is using the Tokens, the Website and other Token Provider documents at the Backer's sole risk and that the Tokens, the Website and other Token Provider documents are each provided, used and acquired on an "as is" an on an "as available" basis without representations, warranties, promises or guarantees whatsoever of any kind by the Token Provider and the Backer shall rely on its own examination and investigation thereof.

13.14. By accepting this Terms of use or by transferring funds to Ethereum network for the allocation of the Tokens and/or by accepting the Tokens, the User represents and warrants that:

- any funds used for the Private Presale and Crowdsale are: (a) good, clean, clear and are non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind og 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;

- the Backer has carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain and fully understands and accepts the functions implemented therein;
- the Backer is of sufficient age to legally create and obtain the Tokens;
- the Backer is not supporting the Token Provider to obtain the Tokens for the purpose of speculative investment;
- the Backer is not using or obtaining Tokens for any illegal purposes.

14. Limitation of Liability

14.1. In no case shall the Token Provider be liable for any damage incurred by the Backer in using the Token Provider's services or in relation thereof, if the damage is a direct or indirect result of:

- the action or omission of the Backer or a person for which the Backer is responsible, or who acts upon the Backer's authorization or in the Backer's interest;
- actions of third parties, including the persons who on their own behalf or together with the Token Provider provide the operation of an individual service or a part of a service or deliveries;
- force majeure; events that the Token Provider could not foresee upon concluding the contractual relationship and which or the consequences of which cannot be avoided are deemed as force majeure; for example, but not exclusively; force majeure includes floods, wars, extraordinary events, demonstrations, instances of civil disobedience, measures of national or local authorities, fire, earthquake, strikes, interruptions to production processes, traffic jams and other cases recognized by case. The Backer explicitly agrees that a long disconnection or disturbances to the power supply, unforeseen hardware or software faults, failures in the telecommunication network or disturbances to its access, technical problems of the suppliers of products and services required and used by the Token Provider shall also be deemed as force majeure; the foregoing events shall be deemed as force majeure even if they stem from the domain of the Token Provider.

14.2. In no case shall the Token Provider be liable for any indirect damages and for loss of profit.

14.3. In no case shall the Token Provider be responsible for any loss, damage or change to the Buyer's content saved on the Token Provider's equipment.

14.4. In no case shall the Token Provider be liable for any damages caused to the Backer by computer hardware, computer malware or other harmful and/or malicious programs or other software or due to breach of the computer or information system.

14.5. In no case shall the Token Provider be liable for any damages caused to the Backer due to server overload, unexpected and unannounced interruptions and/or malfunctions in the network or at the service provider.

14.6. The Backer itself is responsible for preparing and saving backups of its data that have been stored on the Token Provider's servers.

14.7. If in any case the exclusions of liability of the Token Provider shall be declared void or illegal, then the Token Provider's liability shall be limited to the maximum extent allowed by the applicable legislation.

14.8. We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the "Third-Party Content") for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such a Third-Party.

14.9. If in any case the exclusions of liability of the Token Provider shall be declared void or illegal, then the Token Provider's liability shall be limited to the maximum extent allowed by the applicable legislation.

14.10. The Backer recognizes and acknowledges that cryptocurrency trading is connected with several risks due to the lack of regulations and established practices. The Backer explicitly agrees and recognizes that he is aware of all the risks connected with cryptocurrency trading and he bears all responsibility for any damages that might occur in regard with such risks.

15. Risks

15.1. Token Crowdsale projects with issuing and exchanging Tokens are not legally very well regulated yet, and there is a huge absence of legal practice and regulators' guidance. By participating in the Project, you acknowledge that you have been informed about the following risks associated with the Project, the Website, the Promotional materials, the Tokens, the developed Platform, Applications software and the Token distribution.

15.2. The Backer recognizes and is fully aware that cryptocurrency trading is connected with additional risks regarding new technology and new instruments such as Smart Contract. The Backer is solely responsible for any malfunctions interruptions and/or damages that might occur out of usage of these new technology and instruments.

15.3. Risk of losing Tokens if the wrong Wallet Address has been provided

If you send to the Token Provider the wrong wallet address or a wallet address that does not support the CPNT or you lose your private keys to the wallet address that was sent to the Token Provider, it can result in the loss of Tokens.

15.4. Risk of losing Tokens if the provided wallet address does not support Ethereum platform-based Tokens and risk of malfunction of Ethereum Network.

If the Backer sends to the Token Provider a digital wallet address is not an Ethereum compatible wallet or the Backer sends a wrong wallet address, the Backer may lose all the Tokens sent to this address.

There is a possibility that the Ethereum Network (with which Tokens are in interaction) malfunctions which can result in a transfer delay or even the loss of Tokens.

15.5. Risk of a Crypto Exchange malfunction

The Token Provider is not and will be not responsible if the Backer is using Crypto or other Exchanges where you can trade with crypto currencies and crypto tokens.

15.6. Risk of loss of value

Since the value of the Tokens will be determined in the future by demand and supply, the value of the Tokens might fluctuate enormously or even drop to zero.

15.7. Risk of low or no liquidity

The Token exchange market price may experience extreme volatility. Cryptographic tokens or crypto currencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in the CPNT token exchange value. Such fluctuations are due to the market forces and represent changes in the balance of supply and demand. The Token Provider cannot and does not guarantee any market liquidity for the CPNT. Additionally, due to the different regulatory requirements in different jurisdictions, the liquidity of the Token may be markedly different in different jurisdictions.

The Backer is fully aware of the risks that the Token might not be redeemable and bears all consequences, including any damages, that might occur due to the illiquidity of the Token. The Token exchange market is subject to high levels of market speculations that has the ability to affect the liquidity of the Token. The Backer fully recognizes that risks.

15.8. Risk of a hacker attack

You understand and accept the risk that hackers or other groups or organizations may attempt to steal Tokens or otherwise interrupt or cancel business or usage of Tokens, especially (but not limited to) in these events:

- the Token Provider's Token Crowdsale (including the Token Provider's web page),
- The Token Provider's platform,
- the whole infrastructure of the Token Provider,
- the conclusion of and/or already concluded Smart Contracts,
- the Backer's Crowdsale Account.

You explicitly recognize and accept the risk that hackers may deprive the Token Provider of any or all Tokens collected during the Private Presale and Crowdsale or later during business activities of the Token Provider.

15.9. Risk of security weakness in the Tokens' source code

There is a risk of unintended security weakness in the Tokens source code that might result in a loss of Tokens.

15.10. Risk of unfavourable regulatory action

Crypto currencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. Token Providers may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with the Token Provider, as well as be impacted by one or more regulatory enquiries or regulatory actions which could impede or limit the ability of the Token Provider to conduct business any further. The development, marketing, promotion or otherwise of the Token Provider may be seriously affected, hindered or terminated as a result.

15.11. Risk regarding security regulations

There is a risk that in some jurisdictions the Token might be recognized as a Security, or it might be recognized as a Security in the future. The Token Provider does not give a guarantee or warranty that Tokens are not a Security in all jurisdictions. The Token Provider cannot and do not guarantee or warrant that the Tokens will not be recognized as a Security in Slovenia. Therefore, the Token Provider appeals to each Backer to check the legislation.

15.12. Transmission Risk

When the Token Provider transfers Tokens to the Backer's wallet address, the transmission can be longer or delayed or can even be unsuccessful or it can result in the loss of Tokens for the Backer.

15.13. Risk of Token price fluctuation

Backer should understand and accept that acquiring and the sale of crypto currencies and tokens of any kind (including the CPNT) involves risk. Due to the constant price fluctuations, you may increase or lose the value of your assets at any time.

The Backer understands and accepts the risk that price fluctuation of Crypto Currencies during Token crowdsale may vary which affects the amount of the Tokens the Backer will be able to obtain during Token Crowdsale.

15.14. Risk that the CoinPennant platform is not going to be developed according development plan

The CoinPennant Platform is going to be developed according to the development plan described in the White paper. The CoinPennant Platform may undergo significant changes in the process of development. Also, functionalities may differ from the ones described in the White Paper.

15.15. Risk of non-completions of the CoinPennant Platform

There is a risk, even though the Token Provider estimates it as very low, that the CoinPennant Platform will not be completed or deployed.

15.16. Risk of Slow Ethereum Network

There is risk of slow processing or slow operations in Ethereum network for which Token Provider is not responsible and can not influence it. Backer acknowledges such risk and accepts it with accepting of these Terms of Use.

15.17. Risk of misleading published information

The Backer recognizes that there is a risk of publishing of misleading or incorrect information regarding the Platform, the Token Provider Crowdsael, the Token Provider and/or the Token. The Backer bears all responsibility for any damages occurred as a result of adhering to such information. Additionally, the Backer recognizes there is a risk of negative effect on the market value of the Token as a result of negative public opinion regarding the Token Provider or its platform.

15.18. Risk of internal conflict

The Backer recognizes and accepts the risk of internal conflict within the Token Provider which can cause malfunctions, interruptions or even cancellation of the whole project.

15.19. Risk of Ethereum Mining Attacks

The Backer understands and accepts that, as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, "selfish mining" attacks, and race conditions attacks. Any successful attack present a risk to the smart Contract System, expected proper execution and sequencing of Tokens transactions and expected proper execution and sequencing of contract computations.

16. Taxation

The Backer acknowledges, understands and agrees that: (a) the acquisition of Tokens may have tax consequences for the Backer; (b) the Backer is solely responsible for the Backer's compliance with the Backer's tax obligations; and (c) the Company bears no liability or responsibility with respect to any tax consequences to the Buyer.

17. Lack of Legal and Tax Regulation Practice

The Backer acknowledges that Legal and Tax regulations regarding blockchain technology and crypto currencies are very limited and insufficient. Thus, the Backer expressly agrees that he has sufficient knowledge and understanding of the risks and merits of blockchain-based systems to make an informed decision to exchange Tokens and evaluate the risks of the exchange.

18. Obligation to Comply with the laws of the Backer's jurisdiction

The Backer shall comply with and not break any law in his jurisdiction of residence or nationality by using the Token Provider's services. The Backer shall be liable for any damage incurred due to a breach of this provision and shall forfeit exchanged Tokens at the discretion of the Token Provider.

19. KYC / AML

The Token Provider reserves the right to conduct "know your customer", due to legislation, regulatory or other reason, demand procedure and any other kind of Backer due diligence on you at any time (including after the close of the Crowdsale). If the Token Provider discovers your acquisition of Tokens is violating this Terms of Use or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your acquisition of Tokens under the Token Crowdsale shall be invalid with retroactive effect and the Token Provider shall be entitled to immediately terminate this Agreement (Terms Of Use) with you, deny your access to the Token Crowdsale, reject the delivery of any Tokens and request the return of any delivered Tokens, irrespective of any payment that you could have made. You may be required to provide the Token Provider with certain personal information, including but not limited to, your name, surname, address, telephone number, e-mail, date of birth, personal ID, passport, utility bills, proof regarding the source of funds, video or live identification of the person etc. You hereby authorize the Token Provider to directly make any inquiries we consider necessary to verify your identity and/or account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.

20. Intellectual Property

The Token Provider retains all Intellectual Property rights, interests and titles to the full extent and without limitations. The Backer shall not use or abuse the Token Provider's Intellectual Property without prior written approval of the Token Provider.

21. Governing Law

21.1. The Token Provider and the Backer shall cooperate in good faith to resolve any dispute or claim that might arise out of, relating to or in connection with these Terms of Use, including with respect to the formation, applicability, breach, termination, validity or enforceability (thereof “the Dispute”).

21.2. The relationship between the Token Provider and the Backer is subject to the laws of Slovenia, without the use of rules on private international law and procedure. Disputes between the contracting parties are to be settled by the competent court according to the location of the Token Provider's registered office.

22. Force Majeure

Events that the Token Provider could not foresee upon concluding the contractual relationship and which, or the consequences of which, cannot be avoided, are deemed as force majeure; for example, but not exclusively, force majeure includes floods, wars, extraordinary events, demonstrations, instances of civil disobedience, measures of national or local authorities, fire, earthquake, strikes, interruptions to production processes, traffic jams and other cases recognized by case. The Backer explicitly agrees that a long disconnection or disturbances to the power supply, unforeseen hardware or software faults, failures in the telecommunication network or disturbances to its access, technical problems of the suppliers of products and the services required and used by the Token shall also be deemed as force majeure; the foregoing events shall be deemed as force majeure even if they stem from the domain of the Token Provider.

23. Severability

The determination of any of the provisions of these Terms Of Use by a court of competent jurisdiction which shall affect the validity or enforcement of any of the provisions, shall result in a modification of the provision to make it valid and fulfilling the original intent of the Parties to the extent possible. All the transactions shall be performed as originally anticipated to the extent possible.

24. Final Provision

24.1. An e-mail message shall be deemed as a valid form of communication between the contracting parties. This e-mail message must be sent to the e-mail address stated upon registration or to the e-mail address the contracting party has submitted to another contracting party as per the provisions of these Terms of Use and is verified by the Token Provider. At any time and without stating the cause, the Token Provider may request the Buyer to confirm the contents of an e-mail via registered post or by any other appropriate means.

24.2. The message is deemed received upon its receipt by the other contracting party. The message is deemed received even if the other contracting party does not receive it and the sending party can prove that the message was sent as per the first paragraph of this Article.

24.3. The Backer guarantees to the Token Provider that its property (crypto currency that he transfers to the Token Provider) does not originate and is in no way related to money laundering, hiding money, tax evasion, terrorism, crime, illicit trade in weapons, drugs, trafficking or other offences and that it fully complies with the legislation in the field of money laundering and terrorism financing prevention.

24.4. The Token Provider reserves the right to change any and all provisions of these Terms at any time and without prior notice.

24.5. These Terms of Use shall apply from May 1st, 2018.