

TERMS AND CONDITIONS

Please read carefully these Terms and Conditions (“Terms”) before using the website <http://neeoico.com/> (“Website”) or buy NEEO Tokens, as they affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree with these Terms, you must not access or use the Website or buy NEEO Tokens.

1. DEFINITIONS

“Blockchain” shall mean a type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.

“Cryptocurrency” shall mean digital currency used by Users to purchase NEEO Tokens.

“Ethereum Smart Contract” shall mean a digital computer protocol intended to facilitate, verify and enforce the negotiation and purchase of NEEO Tokens by a User.

“Accompanying Documents” shall mean other NEEO Pre-Sale and Token Sale regulatory documents accompanying and detailing these Terms, being inalienable part here of and published on the Website (including, but not limited to, Terms of Token Sale, Privacy Policy) effective at the moment of the Website use. In case of any discrepancies between Accompanying Documents and the Terms, the latter shall apply.

“Company” (also referred to as “We”, “Us”) shall mean a company (including its Affiliates) to be incorporated in the jurisdiction of Hong Kong called ..., being the initiator of the NEEO Pre-Sale and Token Sale, not being neither a financial or investment entity, nor a partner, employer, agent, or adviser for any User.

“Affiliates” shall mean any persons or entities that have relation to the Company, including partners, employees, agents and contractors of the Company.

“User” (also referred to as “You”) shall mean any person, who uses the Website, Platform and purchases NEEO Tokens.

“Platform” shall mean a service which cooperates apps of different purposes and functional into a single ecosystem.

“NEEO Tokens” shall mean cryptographic ERC20 tokens, issued by the Company as a digital asset on the Platform. The mentioned NEEO Tokens are not securities, are not registered with any government entity as a security, and shall not in any case be considered as such. NEEO Tokens are not intended 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.

"Website" — the website maintained and owned by the Company at neoico.com

"Whitepaper"— one of the official Accompanying Documents published by the organizers on the Website, describing technical and marketing details of the NEEO Pre-Sale and Token Sale, the idea and purpose of NEEO Platform, NEEO Tokens functionality, as well as respective pricing and tokens distribution periods.

2. GENERAL PROVISIONS

2.1 These Terms and all Accompanying Documents constitute a legally binding agreement between the Company and any and all Users as defined herein in Section 1.

2.2 These Terms are effective at the time the User begins using the Website, Platform or buys NEEO Tokens. It is hereby understood and presumed, that by the fact of the Website use or NEEO Tokens purchase during NEEO Pre-Sale and Token Sale the respective User fully read, understood and irrevocably accepted these Terms. In addition to Pre-Sale and Token Sale, as long as the user holds NEEO Tokens he (she) is legally responsible to the terms and conditions. If any User does not agree with these Terms in general or any part of them, such User's only recourse is to withhold from using the Website and/or purchase of NEEO Tokens. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website and holding NEEO tokens.

2.3 The User acknowledges and accepts that these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Company's sole discretion. The User's continued use of the Website after any amendments or alterations of these Terms and/or the Website shall constitute the User's consent hereto and acceptance hereof. If at any point the User does not agree to any portion of the then—current version of the Terms, he/she shall not use the Website and purchase NEEO Tokens.

2.4 By using this Website each User covenants, represents, and warrants that (under the applicable law and law of the country of User's residence):

a. he/she is of an age of majority to enter into these Terms and all Accompanying Documents (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website;

b. he/she has the full capacity to contract, under applicable law and law of the country of User's residence, with the Company and in doing so will not violate any other agreement to which he (she) is a party;

c. he/she has significant experience with, and understanding of, the usage and features of cryptographic tokens, cryptocurrency and Blockchain-based systems, functional understanding of storage and transmission mechanisms associated with other cryptographic tokens, as well as full understanding of their framework;

d. he/she is aware of all the merits, risks and any restrictions associated with cryptographic tokens (their purchase and use), cryptocurrency and Blockchain-based systems, and is solely responsible for any evaluations based on such knowledge;

e. if he/she represents a corporation, governmental organization or other legal entity, he (she) has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;

f. he/she will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism.

2.5 A User shall not use the Website if under the applicable law and/or law of the country of User's residence he (she) is prohibited 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 NEEO Tokens under the mentioned law should not access this Website and is prohibited accessing, referencing, engaging, or otherwise using this Website.

2.6 Before using the Website and/or purchasing any NEEO Tokens a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage and NEEO Pre-Sale and Token Sale procedures. The mentioned Accompanying Documents shall be regarded as an inalienable part hereof and their terms of use shall be the same as of these Terms. By using the Website each and any User confirms that he (she) has fully read and understood not only these Terms, but any Accompanying Documents and fully accepts their terms.

3. WEBSITE

3.1 The Company reserves its right to implement verification or token purchase limitation services on the Website at any time to verify certain eligibility requirements set forth by the Company, to limit certain residents from purchase of NEEO Tokens or by any other issue. The Company is not obliged to disclose any reason of setting purchase limitations. Company limiting the token purchase is not limited to verifying eligibility or limiting certain residents. Such measures might include, but not limited to: IP address verification or restriction, application of online verification systems and checkboxes, etc. For this purpose the Company reserves its right to engage any third parties at its own discretion. Any of the verification or token purchase restriction measures might be modified by the Company at any time.

4. TAXES

4.1 The Company makes no representations concerning the tax implications of the sale of NEEO Tokens or the possession or use of them. The User bears the sole responsibility to determine if the purchase of NEEO Tokens with cryptocurrency or the potential appreciation or depreciation in the value of NEEO Tokens over time has tax implications for the User in the User's home jurisdiction. By purchasing NEEO Tokens and to the extent permitted by law, the User agrees not to hold the Company liable for any tax liability associated with or arising from the purchase NEEO Tokens.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Company has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the NEEO Tokens and his activities generally.

5.2 Unless otherwise indicated by the Company, all copyright and other any intellectual property of the Company, all content and other materials contained on the Website or provided in connection with the Platform, including, without limitation, the intellectual property rights for the Platform and all text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, methods and algorithms, coordination, expression and other content connected to the Platform are the proprietary property of the Platform or our licensors, clients or suppliers and are protected by international copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

6. THIRD-PARTY CONTENT

6.1 The pages of the Website may contain links to third—party websites and services. Such links are provided for User's convenience. However, their presence does not mean that they are recommended by the Company and the Company does not guarantee their safety and conformity with any User expectations. Furthermore, the Company is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or respective service. The Company assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third—party websites and resources.

7. DISCLAIMERS

7.1 By purchasing NEEO Tokens, and to the extent permitted by applicable law, You are agreeing not to hold the Company or any Affiliates liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of NEEO Tokens, including losses associated with the risks set forth herein.

7.2 By using the Platform, the User represents/warrants and accepts that:

a. It is possible that due to a number of reasons outside of the Company's control, including but not limited to, changes in regulatory or intellectual property law, technological advancements, decreases in token or Cryptocurrency utility, social or economic reforms, the failure of commercial relationships, or the malfunction, breakdown or abandonment of the Ethereum Protocol, NEEO Tokens, Blockchain-based technology, Ethereum and other related technologies may dissolve, disappear, be abandoned or otherwise no longer operate, or operate with material impairments.

b. The Company cannot and does not guarantee market liquidity for NEEO Tokens. By purchasing NEEO Tokens, You (the user) expressly acknowledge and represent that You (the user) fully understand that they may experience volatility in pricing and will not seek to hold the Company liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of NEEO Tokens or the use of the NEEO platform.

c. The User recognizes that the Platform is currently under development and may undergo particular changes in the future. The User acknowledges that any expectations regarding the form and functionality of the Platform held by the User may not be met upon release of the mentioned project, for any number of reasons, including but not limited to a change in the design and implementation plans and execution of the implementation of the Platform.

7.3 Company or its Affiliates make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk.

7.4 The marketing and sale of the NEEO Tokens is being made in the permitted jurisdictions on the basis that the NEEO Tokens do not constitute a gambling instrument.

8. LIMITATIONS OF LIABILITY

8.1 This Website and the NEEO Tokens are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. You (the User) take all responsibility and risk with respect to Your use of the Website and buying of any amount of NEEO Tokens and their use.

8.2 The User hereby expressly understands and agrees, that:

a. to the maximum extent permitted by the applicable Law, the Company or its Affiliates do not accept any liability for any damage or loss, including but not limited to 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 NEEO Tokens or their use by the User, regardless of the basis, upon which the liability is claimed;

- b. the Company and any of its Affiliates shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the NEEO Tokens or cryptocurrency;
- c. the Company does not provide to the User any refund possibility (payout liquidity) for the purchased NEEO Tokens;
- d. it is User's obligation to ensure compliance with any legislation relevant to his/her country of residency concerning use of this Website and use and buying of the NEEO Tokens.
- e. the Company should not accept any liability for any illegal or unauthorized use of this Website and use and buying of the NEEO Tokens;
- f. the User is solely responsible for any applicable taxes imposed on tokens purchased hereunder;

8.3 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 THE WEBSITE, AND THAT YOU SHOULD ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THE WEBSITE. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON NEEO TOKENS (NEO) PURCHASED HEREUNDER.

9. INDEMNITY

9.1 To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the Company and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.

9.2. User shall not have any claim of any nature whatsoever against Company for any failure by Company to carry out any of his obligations under these Terms as a result of causes beyond his control, including but not limited to any strike, lockout, shortage of labour or materials, delays in transport, accidents of any kind, any default or delay by any sub-contractor or supplier of ours, riot, political or civil disturbances, the elements, by an act of state or government including regulatory action imposed, any delay in securing any permit, consent or approval required by Company, for the supply of products under these Terms or any other authority or any other cause whatsoever beyond our absolute and direct control.

10. APPLICABLE LAW AND ARBITRATION

Please read the following paragraph carefully because it requires you to arbitrate disputes with us and it limits the manner in which you can seek relief. All questions concerning the construction, validity, enforcement and interpretation of these Terms and all Accompanying Documents shall be governed by and construed and enforced in accordance with the laws of Hong Kong (Applicable Law). To resolve any dispute, controversy or claim arising out of or relating to these Terms, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than thirty (30) calendar days following written notification of such controversy or claim to the other Party. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, it shall be settled by the International Arbitration. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Hong Kong. The language of the arbitration shall be English. The hearings will be held online in accordance with IACC Rules.

11. WAIVER

11.1 Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Company (a) waive your and Company's respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and (b) waive your and Company's respective rights to a jury trial.

12. TERMINATION AND SUSPENSION

12.1 Notwithstanding anything contained herein. We reserve the right, without notice and at our sole discretion, to terminate these Terms or suspend your right to access the Website, including (but not limited to) in case of your breach of these Terms or if the Company believes You have committed fraud, negligence or other misconduct.

12.2 You may terminate these Terms without notice by discontinuing use of the Website and withdrawing the possession of NEEO tokens. All rights granted to You under these Terms will immediately be revoked upon our termination of these Terms or our suspension of your access to the Website.

13. MISCELLANEOUS

13.1. Entire Agreement. These Terms is intended to fully reflect the terms of the original agreement between the parties. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

13.2 Assignment. The Company may, at its sole discretion, assign its rights and/or delegate its duties under these Terms and all Accompanying Documents. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Company, which the latter may withhold at its sole discretion, shall be void.

13.3. Severability. If any term, provision, covenant or restriction of these Terms and all Accompanying Documents is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

13.4 Electronic Notices. The User agrees and consents to receive electronically all communications, agreements, documents, receipts, notices and disclosures, that the Company provides in connection with use of the Website. The User agrees that the Company may provide these communications by posting them via the Website, by emailing them to User at the email address User provides.

13.5 Force Majeure Events. We shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond our reasonable control (each, a "Force Majeure Event").