

SNAPUP
A REVOLUTIONARY PLATFORM TO SHOP FOR PREMIUM PRODUCTS
TERMS AND CONDITIONS

Official Version: August 19th 2017

IMPORTANT NOTICE

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS (HEREINAFTER - "T&CS") BEFORE USING A WEBSITE [HTTPS://ICO.SNAPUP.BIZ/](https://ico.snapup.biz/) (HEREINAFTER - THE "WEBSITE"), AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU WANT TO PARTICIPATE IN THE UPCOMING SNAPCOIN INITIAL COIN OFFERING (HEREINAFTER - THE "ICO"), YOU SHOULD ALSO READ THESE TERMS AND ACCEPT THEM. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHALL NOT USE THE WEBSITE OR BUY SNAPCOINS.

BINDING AGREEMENT: BUYER UNDERSTANDS AND AGREES THAT BUYER IS SUBJECT TO AND BOUND BY THIS AGREEMENT BY VIRTUE OF BUYER'S PURCHASE OF SNAPCOIN TOKENS.

NO U.S. PURCHASERS: SNAPCOINS ARE NOT BEING OFFERED OR DISTRIBUTED TO U.S. PERSONS (AS DEFINED BELOW). IF YOU ARE CITIZEN, RESIDENT OF, OR A PERSON LOCATED OR DOMICILED IN, THE UNITED STATES OF AMERICA INCLUDING ITS STATES, TERRITORIES OR THE DISTRICT OF COLUMBIA OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY STATE OR TERRITORY THEREOF OR THE DISTRICT OF COLUMBIA (A "U.S. PERSON") DO NOT PURCHASE OR ATTEMPT TO PURCHASE SNAPCOINS.

IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S).

1. TERMS

1. **Account** - a User's account on the Website, which is created and used to buy SNAPCOINS and to participated to the event denominated **snapup**. A User is given the access to an Account upon its successful creation through providing <https://ico.snapup.biz/> with all the required information. Only authorized Users have a right to buy SNAPCOINS on the terms provided herein.
2. **Agreement** - these T&Cs and all other operating rules, policies, and procedures that may be published from time to time on the Website (including privacy policy, cookie policy etc.).
3. **Bitcoin or BTC** - a consensus network that enables a new payment system and a completely digital money; the first decentralized peer-to-peer payment network that is powered by its users with no central authority or middlemen.
4. **Blockchain** - type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.
5. **Distributor** - The company SNAPUP OU, that is registered under the laws of Estonia.
6. **ICO (Initial Coin Offering)** - An ICO is as event in wich a new cryptocurrency project sells part of its cryptocurrency tokens to early adopters and enthusiasts in exchange for funding.
7. **SNAPCOIN ICO** - period of time when the Users is able to buy SNAPCOINS. The start date and the end date of the ICO and all details relating to its performance will be communicated on the website <https://ico.snapup.biz/> in advance. More details are available in the Whitepaper.

8. **SNAPCOIN(s) or SNP** - ERC20 Cryptocurrency. Cryptographic tokens, which are software product (digital resources), created by the Website Owner as the site's internal currency for participating in the events called snapup on the website www.snapup.biz. The SNAPCOINs can be sold and bought on the cryptocurrency market and in the future used as currency accepted by other websites and any other commercial business around the world.
9. **snapup(s) or Event(s)** - A snapup or snap is a special event accessible only to SNAPUP's members, in which its participants can choose how much they are willing to pay for a particular product they desire, between 10% to 20% of its retail price. You can think of it as an Auction, and the amount people are willing to pay as their "bid". Unlike traditional auctions, that sell the item to the highest bidder, and have a cumulative bidding process in which to obtain the product you have to outbid the previous bidder, in a Snap each bid is private to the bidder, and it represents the quantity of "desire" or "will" of the bidder to obtain the product. The number of participants is limited, and will generally not surpass 300 people. A Snap has always an "assignee", among the people who joined the event. How much are you willing to pay? The amount of your "bid" represents how much you desire that product, and will be taken into account in deciding the assignee, or the "winner", for that event, but will not be the only determining factor. Joining an event has a cost in SNAPCOINs. In order not to confuse those who read, we clarify that in these T&Cs with the word **SNAPUP** in uppercase letters we mean the Company SNAPUP OU, while for **snapup** in lowercase letters we mean the events that are held on the website www.snapup.biz.
10. **User** - anyone who uses the Websites www.snapup.biz or <https://ico.snapup.biz/> , with or without prior registration and authorization using the Account.
11. **Website Owner, SNAPUP OU, Company, we, us** - a company that is registered under the laws of Estonia, a county that is a member of the European Union (EU) .

2. CONDITIONS

2.1. GENERAL

- 2.1.1. The SNAPCOINs are not intended to constitute securities in any jurisdiction. These T&Cs does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction.
- 2.1.2. These T&Cs are closely linked to the Whitepaper and the two documents complement each other.
- 2.1.3. These T&Cs and the Whitepaper does not constitute or form part of any opinion on any advice to sell, or any solicitation of any offer by the distributor/vendor of the SNAPCOINs to purchase any SNAPCOINs nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or investment decision.

- 2.1.4. The Distributor will be SNAPUP OU, (“SNAPUP”), and will deploy all proceeds of sale of the SNAPCOINs to fund Snapup’s cryptocurrency project, businesses and operations.
- 2.1.5. You can join SNAPUP ICO exclusively by logging in to the website <https://ico.snapup.biz> and following the procedure carefully, after reading and accepting these T&Cs and Whitepaper. No other modality will be accepted and SNAPUP is not responsible for any loss resulting from other procedure than that indicated on the website <https://ico.snapup.biz>.
- 2.1.6. No other website or person or company or organization etc. is authorized by any means and for no reason to accept payments on our behalf on any platform or social network or communication channel. SNAPUP assumes no responsibility if anyone will buy SNAPCOIN in a other place than the website <https://ico.snapup.biz>.
- 2.1.7. SNAPCOINs will actually be uploaded to the buyers’ wallet at the end of the ICO and in any case within and not later seven days of its conclusion.
- 2.1.8. No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of the SNAPCOIN tokens and no cryptocurrency or other form of payment is to be accepted on the basis of These T&Cs and Whitepaper of ICO SNAPCOIN (“SNP”)
- 2.1.9. Any agreement as between the Distributor and you as a purchaser, and in relation to any sale and purchase, of SNAPCOINs (as referred to in These T&Cs and in Whitepaper) is to be governed by only a separate document setting out the terms and conditions (the “T&Cs”) of such agreement. In the event of any inconsistencies between the T&Cs and These T&Cs and in Whitepaper, the former shall prevail.
- 2.1.10. No regulatory authority has examined or approved of any of the information set out in These T&Cs and in Whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of These T&Cs and in Whitepaper does not imply that the applicable laws, regulatory requirements or rules have been complied with.
- 2.1.11. There are risks and uncertainties associated with SNAPUP and its businesses and operations, the SNAPCOINs, the SNAPUP ICO and the SNAPCOIN Wallet .
- 2.1.12. These T&Cs, any part thereof and any copy thereof must not be taken or transmitted to any country where distribution or dissemination of These T&Cs and in Whitepaper is prohibited or restricted.

2.1.13. The only documents recognized and valid for ICO or other activities related to www.snapup.biz are the Whitepaper and these T & Cs and the information published by <https://ico.snapup.biz/> and www.snapup.biz.

2.1.14. No one is authorized to disclose for any reason and by any means untruthful or misleading information or non-conforming to what is written in these T & Cs and Whitepaper and if it does it may be legally pursued.

2.2. DISCLAIMER OF LIABILITY

2.2.1. To the maximum extent permitted by the applicable laws, regulations and rules, SNAPUP shall not be 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 these T&Cs and in Whitepaper or any part thereof by you.

2.3. REPRESENTATIONS AND WARRANTIES BY REGISTERED USERS

2.3.1. By accessing and/or accepting possession of any information in These T&Cs and in Whitepaper or such part thereof (as the case may be), you represent and warrant to SNAPUP as follows:

- a) you agree and acknowledge that the SNAPCOINs do not constitute securities in any form in any jurisdiction;
- b) you agree and acknowledge that These T&Cs and in the Whitepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and you are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of These T&Cs and in the Whitepaper;
- c) you agree and acknowledge that no regulatory authority has examined or approved of the information set out in These T&Cs and in the Whitepaper, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of These T&Cs and in Whitepaper to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- d) you agree and acknowledge that These T&Cs and in the Whitepaper, the undertaking and/or the completion of the SNAPUP ICO, or future trading of the SNAPCOINs on any cryptocurrency exchange, shall not be construed, interpreted or deemed by you as an indication of the merits of the SNAPUP, the SNAPCOINs, the SNAPUP ICO and the SNAPCOIN Wallet ;
- e) the distribution or dissemination of These T&Cs and in Whitepaper, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to SNAPUP;

- f) you agree and acknowledge that in the case where you wish to purchase any SNAPCOINs, the SNAPCOINs are not to be construed, interpreted, classified or treated as:
- g) any kind of currency other than cryptocurrency;
- h) debentures, stocks or shares issued by any person or entity (whether SNAPUP)
 - i. rights, options or derivatives in respect of such debentures, stocks or shares;
 - ii. 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;
 - iii. units in a collective investment scheme;
 - iv. units in a business trust;
 - v. derivatives of units in a business trust; or
 - vi. any other security or class of securities.
- i) you have a basic degree of 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;
- j) you are fully aware and understand that in the case where you wish to purchase any SNAPCOINs, there are risks associated with SNAPUP and its business and operations, the SNAPCOINs, the SNAPUP ICO and the SNACoin Wallet ;
- k) you agree and acknowledge that SNAPUP is 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 These T&Cs and in the Whitepaper or any part thereof by you; furthermore
- l) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession These T&Cs and in Whitepaper or such part thereof (as the case may be).

2.4. CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

- 2.4.1. All statements contained in These T&Cs and in Whitepaper, statements made in press releases or in any place accessible by the public and oral statements that may be made by SNAPUP or their respective directors, executive officers or employees acting on behalf of SNAPUP (as the case may be), that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”,

“expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding SNAPUP’s financial position, business strategies, plans and prospects and the future prospects of the industry which SNAPUP is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to SNAPUP’s revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in These T&Cs and in Whitepaper regarding SNAPUP are matters that are not historic facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of SNAPUP to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

- (a) changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which the Distributor conducts its businesses and operations;
- (b) the risk that the Distributor may be unable or execute or implement its business strategies and future plans;
- (c) changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- (d) changes in the anticipated growth strategies and expected internal growth of SNAPUP ;
- (e) changes in the availability and fees payable to SNAPUP in connection with their respective businesses and operations;
- (f) changes in the availability and salaries of employees who are required by SNAPUP to operate their respective businesses and operations;
- (g) changes in preferences of customers of SNAPUP ;
- (h) changes in competitive conditions under which SNAPUP operate, and the ability of SNAPUP to compete under such conditions;
- (i) changes in the future capital needs of SNAPUP and the availability of financing and capital to fund such needs;
- (j) war or acts of international or domestic terrorism;
- (k) occurrences of catastrophic events, natural disasters that affect the businesses and/or operations of SNAPUP ;
- (l) other factors beyond the control of SNAPUP ; and
- (m) any risk and uncertainties associated with SNAPUP and their businesses and operations, the SNAPCOINs, the SNAPUP ICO and the SNAPCOIN Wallet .

All forward-looking statements made by or attributable to SNAPUP or persons acting on behalf of SNAPUP are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of SNAPUP to be materially different from that expected, expressed or implied by the forward-looking statements in These T&Cs and in Whitepaper, undue reliance must not be placed on these statements. These forward-looking statements are applicable only as of the date of These T&Cs and in Whitepaper.

Neither SNAPUP nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of SNAPUP will be as discussed in those forward-looking statements. The actual results, performance or achievements of SNAPUP may differ materially from those anticipated in these forward-looking statements.

Nothing contained in These T&Cs and in Whitepaper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of SNAPUP .

Further, SNAPUP disclaim any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

2.5.MARKET AND INDUSTRY INFORMATION AND NO CONSENT OF OTHER PERSONS

- 2.5.1. These T&Cs and in Whitepaper 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.
- 2.5.2. Save for SNAPUP and their respective directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in These T&Cs and in Whitepaper and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates onthe same.
- 2.5.3. While SNAPUP have taken reasonable actions to ensure that the information is extracted accurately and in its proper context, SNAPUP have 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, neither SNAPUP, nor their respective directors, executive officers and employees acting on their behalf makes 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.

2.6 NO ADVICE

No information in These T&Cs and in Whitepaper should be considered to be business, legal, financial or tax advice regarding SNAPUP, the SNAPCOINs, the SNAPUP ICO and the SNAPCOIN Wallet . You should consult your own legal, financial, tax or other professional adviser regarding SNAPUP and their respective businesses and operations, the SNAPCOINs, the SNAPUP ICO and the SNAPCOIN Wallet . You should be aware that you may be required to bear the financial risk of any purchase of SNAPCOINs for an indefinite period of time.

2.7 NO FURTHER INFORMATION OR UPDATE

No person has been or is authorised to give any information or representation not contained in These T&Cs and in Whitepaper in connection with SNAPUP and their respective businesses and operations, the SNAPCOINs, the SNAPUP ICO and the SNAPCOIN Wallet and, if given, such information or representation must not be relied upon as having been authorised by or on behalf of SNAPUP . The SNAPUP ICO (as referred to in the Whitepaper) shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of SNAPUP or in any statement of fact or information contained in These T&Cs and in Whitepaper since the date hereof.

2.8 RISKS AND UNCERTAINTIES

Prospective purchasers of SNAPCOINs (as referred to in These T&Cs and in Whitepaper) should carefully consider and evaluate all risks and uncertainties associated with SNAPUP, and its businesses and operations, the SNAPCOINs, the SNAPUP ICO and the SNAPCOIN Wallet , all information set out in These T&Cs and in Whitepaper and the T&Cs prior to any purchase of SNAPCOINs. If any of such risks and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of SNAPUP could be materially and adversely affected. In such cases, you may lose all or part of the value of the SNAPCOINs.