

# Terms and Conditions:

Please read these terms and conditions (T&Cs) carefully. You will be bound by these T&C's and any T&Cs incorporated hereafter by association, if you are investing in PROTAGONISTPAD.COM through the purchase of PROPAD tokens. These T&Cs detail regulations affect your legal rights and obligations. After accepting these T&Cs you will be in a binding agreement with PROTAGONISTPAD.COM that legally obligates you to adhere to these T&Cs.

The T&Cs stipulated herein apply to all token holders of PROPAD tokens and any future users. If you do not agree to these T&Cs, you must refrain from participating in the Token Sale of PROPAD.

## **Prohibition on US Contributors:**

US citizens, residents or green card holders are excluded from participation in the PROPAD ICO and should refrain from participating in subsequent Token Sales. This is due to excessive regulatory risks from SEC (US Security and Exchange Commission). Citizen of US, that participate in the token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate PROTAGONISTPAD.COM in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

## **Prohibition on Chinese Contributors:**

Citizens, residents and nationals of China are, as well, excluded from taking part in the PROPAD ICO. This is due to the legal restrictions currently in force under Chinese jurisdiction. Citizens of China, that participate in token sale by providing false information about citizenship, residency or nationality are in breach of these T&C's and will be required to compensate PROTAGONISTPAD.COM in respect of any damages and/or losses suffered due to this breach, in accordance with the indemnification provisions set out in these T&C's.

## **Applicability**

The following T&C outline the agreement between PROTAGONISTPAD.COM and you (the "user").

PROTAGONISTPAD.COM

shall be the creator of PROPAD tokens under these T&C's and will be hereafter referred to in these T&Cs as "**PROTAGONISTPAD.COM**", "**PROPAD**", "**Company**", "**we**", "**our**" or "**us**" pertaining to PROTAGONISTPAD.COM and their respective successors and legal representatives.

Your purchase of PROPAD tokens during the token sale period from Benbit.io ("Company," "we," "us") is subject to these T&C's. Each user and Company is a "Party," and together shall be referred to as "Parties." References in these T&Cs to "**Contributor**", "**your**" or "**you**" are to the person/entity (organization) who accepts these T&Cs and agrees to make a contribution to PROPAD as set out in these T&Cs.

YOU AND PROPAD HEREBY AGREE AS FOLLOWS:

**1. Scope of T&C's**

**1.1.** Unless otherwise stated herein these T&C's (including any terms incorporated herein by reference) govern only your purchase of Tokens from us during the Token Sale Period.

**1.2.** Any potential future use of PROPAD Token linked to the provision or receiving of services on the PROPAD platform shall also be governed by:

1.2.1. other applicable terms, conditions and policies relating to the use of the PROPAD Platform ("Platform Terms"). Such Platform Terms will be made available to PROPAD Platform users, if the PROPAD Platform is successfully developed and deployed.

1.2.2. the terms of using PROPAD platform included in the following T&C's.

**2. The PROPAD Token**

**2.1. Creation and Issuance of PROPAD Tokens:**

Only 100,000,000 PROPAD tokens will be created. The token allocation of PROPAD will be as follows:

- 12% PROPAD tokens to be reserved for LP
- 12% PROPAD tokens to be sold during the private round
- 20% PROPAD tokens to be sold during the seed round
- 15% PROPAD tokens to be sold during the public round
- 20% PROPAD tokens to be reserved for P2E rewards
- 10% to be distributed to the PROPAD team.
- 5% to be distributed for staking reward.
- 5% reserved for the exchange.
- 1% Reserve

PROPAD has deployed a smart contract system on the Binance Smart Chain blockchain to create its own proprietary tokens ("PROPAD") and to issue these PROPAD tokens to the Contributor's Binance Smart Chain wallet.

**2.2. Token Sale Period**

The pre-ICO starts on May, and will last until June or when sold out whichever comes first. The public round will start on May, and will end on June or when the hard cap of 300,000 BUSD is reached.

**2.3. PROPAD Price**

- \$0.009 Seed Sale
- \$0.01 Private Sale
- \$0.02 Public Sale

## **2.4. Token Functionality**

2.4.1. The contributor needs to acknowledge that purchase, ownership, receipt or possession of PROPAD tokens carries no rights expressed or implied or dividend on interest.

2.4.2. The potential future rights shall be subject to the limitations set out in these T&C's and shall govern all matters relating to the provision or receiving of services on the PROPAD platform.

2.4.3. A contributor shall also understand and accept that PROPAD tokens do not represent or confer any ownership, right or stake, share or security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Company and its corporate affiliates, including the governance of the Company and its corporate affiliates, subject to limitations and conditions in these Terms.

## **3. Refunds, Refusals, Suspension and Termination of Contributions**

3.1. PROPAD has a minimum target. If on completion of the token sale period the aggregate amount collected is less than this minimum target, PROPAD will exercise reasonable methods to make sure that the funds are returned to the contributors within a reasonable time.

3.2. PROPAD reserves the right to terminate the token sale temporarily or permanently after or before the token sale period is completed or when any of the two conditions for termination of token sales have been achieved (as mentioned in Clause # 3.4.1 and 3.4.2). PROPAD shall officially announce the suspension, abortion or termination of the token sale officially on the website (PROTAGONISTPAD.COM) and the suspension/termination shall come into effect from the point of announcement onwards.

3.3. After the completion of the token sale period or completion of clause #3.4.1 or clause # 3.4.2, or during any other period of suspension/termination the smart contract will no longer accept/receive contributions, and/or create PROPAD tokens. PROPAD holds no responsibility for the contributions made during the period of suspension and shall not be liable for the return or refund of the contributions made during this period. Contributors might lose their entire contributions if they contribute after the official notice is published on the PROPAD website. The users are thus advised to confirm the status of token sale before making any contributions.

- 3.4. After the contributions have been made during the active token sale period, a contributor may not in any circumstances request a refund for it. The contributor must confirm that the contribution is final, that is there no option to cancel a contribution once made. PROPAD shall not be liable for the return and/or refund of the contributions to the contributor.
- 3.5. PROPAD holds the right to refuse or reject any contributions made during any period, this can be done under sole and absolute discretion of the company. The company shall exercise necessary endeavors to return any contribution to the contributor. However PROPAD cannot give any warranty or assurance of the return and/or refund of any such contributions.
- 3.6. PROPAD reserves the right to conduct "KYC" exercise and any other kind of customer due diligence at any time (including after the close of the Crowdsale). If PROPAD discovers your purchase of PROPAD violates in any way this Agreement or any anti-money laundering, counter-terrorism financing or other regulatory regulations, your purchase of PROPAD tokens under the Crowdsale shall be annulled with retroactive effect and PROPAD shall immediately terminate this Agreement with you, deny you access to the Crowdsale, reject delivery of any PROPAD tokens, irrespective of any payment made.

#### **4. Risks**

The user understands and acknowledge that there might be some risks owing to the development process, company success, as well as risks relating to blockchain, transactions or unanticipated risks. By taking part in the token sale a user confirms that he/she is aware of the following and/or other associated unmentioned risks and that the company would not be liable to bear any loss owing to these risks. If you are not willing to acknowledge and accept these risks in future DO NOT BUY PROPAD TOKENS. The probable future risks might include but are not limited to the following:

**4.1. Risk of software weakness:** The user should be aware of the fact that there are no

warranties or assurances to the perfect, uninterrupted or error-free working of the smart contract system or other underlying software. Thus, there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs, causing inter alia, the complete loss of contributions and/or STU. If such bugs, defects and/or viruses affect the creation of PROPAD tokens or in some way affect the contributions of the contributor the company in no situation shall be held responsible for the loss and/or be liable to bear any loss and/or return of the amount.

**4.2. Regulatory risk:** Blockchain is a new technology and many aspects of blockchain are yet improving including its development, utilization as well as associated regulations. The user shall acknowledge and accept that the current regulations

and laws on blockchain might change in future and that these regulations might affect their experience. Future regulations might affect the current smart contract system and/or the PROPAD platform and lead to termination or loss of PROPAD tokens for the contributor.

**4.3. Risk of loss of private key:** The user should be well aware of the blockchain and its

processes. Thus, you should acknowledge and accept that your information, such as 'Private Key(s)' and 'Password(s)' is essential to access your wallet and thus the PROPAD tokens. If you lose your Private Key and/or Password, you will not be able to access your wallet and PROPAD tokens and thus you will lose all your tokens permanently.

**4.4. Risk of theft/mining attacks:** Users shall acknowledge and accept that despite blockchain being a very secure platform, there might be some risks of theft and mining attacks, double-spend attacks, majority mining power attacks, "selfish-mining" attacks, rare condition attacks, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks can result in loss of PROPAD tokens, improper functioning of software, irregular transactions and/or improper smart contract computations.

**4.5. Risk of incompatible wallet services:** PROPAD tokens are ERC20 compatible tokens thus you shall first ensure that you own an ERC20 compatible token wallet or else you might lose access to the PROPAD tokens you buy, and the company will hold no responsibility for it.

**4.6. Risk arising from taxes:** There are no certain tax characterization of the PROPAD

tokens thus the contributor shall refer to his/her tax advisor for the transfer, usage and storage of PROPAD tokens. The customer shall be well aware of the tax regulations including withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements applicable in their geographical area. The contributor shall bear any loss resulting from not adhering to regional and national tax regulations him/herself.

**4.7. Risk of uninsured losses:** Unless you obtain a private insurance for the PROPAD

tokens you hold, they are otherwise uninsured. Thus, we can offer you no recourse on the loss of PROPAD tokens or their value.

**4.8. Unanticipated risks:** The contributor acknowledges and accepts that there might be unexpected risks other than those mentioned in part#6 of this T&C document. And that in case of any risks affecting the growth of company or the utility of

PROPAD tokens the contributor will bear the loss and the company would not be liable to compensate him/her for the losses.

## **5. Intellectual Property**

- 5.1. Unless otherwise stated, or where evident that content is user generated content, all content and information on the website (PROTAGONISTPAD.COM) is the sole property of PROPAD. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.
- 5.2. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, data compilations, scripts, software, technology, sound or any other materials or works found in the website (PROTAGONISTPAD.COM) remain property of PROPAD. You are permitted to download and print such materials from the website for personal and non-commercial use provided that you do not breach these terms and conditions.

## **6. Indemnity**

You shall indemnify and not hold responsible PROPAD and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers for all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of a Subcontractor.

## **7. Disclaimer of warranties**

The site, including, without limitation, all content, functions and materials thereon, is provided "as is," without warranty of any kind, either expressed or implied, including, without limitation, any warranty for information, data, data processing services, or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. PROPAD does not warrant that the site or the functions, features or content contained therein will be timely, secure, uninterrupted or error free, or that defects will be immediately corrected. PROPAD makes no warranty that the site will meet users' requirements. No advice, results or information, whether oral or written, obtained by you from PROPAD or through the site shall create any warranty not expressly made herein. If you are dissatisfied with the site or any content or function thereon, your sole remedy is to discontinue using the site.

## **8. Limitation of Liability**

Neither party shall be liable to the other for any special, incidental, consequential or other indirect damages, howsoever caused, whether arising in contract and/or otherwise. This limitation will apply even if the other party has been advised of the possibility of such damages.

**9. Severability**

If any term, provision, covenant or restriction of this Agreement is determined 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 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.

BY PURCHASING PROPAD TOKENS OR BY PARTICIPATING IN THE PROPAD TOKEN SALE YOU ARE AGREEING THAT YOU ARE WELL AWARE OF THE TERMS AND CONDITIONS MENTIONED IN THE ABOVE DOCUMENT, YOU ARE ALSO WELL AWARE OF ALL THE RISKS AND/OR POSSIBLE DAMAGES ASSOCIATED WITH THE PROPAD PLATFORM. YOU EXPRESSLY UNDERSTAND AND ACCEPT THAT IN CASE OF ANY LOSS OF CONTRIBUTIONS AND TOKENS PROPAD WOULD NOT BE HELD RESPONSIBLE AND PROPAD BEARS NO RESPONSIBILITY TO RECOUP AND/OR REFUND ANY TOKENS, FIAT OR CRYPTOCURRENCY. YOU ALSO AGREE AND ACCEPT THAT PROPAD HOLDS THE RIGHT TO REJECT OR REFUSE ANY CONTRIBUTION AT ITS SOLE DISCRETION. YOU CONFIRM THAT YOU ARE NOT A CITIZEN, RESIDENT AND/OR NATIONAL OF UNITED STATES AND CHINA.

PLEASE READ THE ABOVE DOCUMENT AND IF YOU DISAGREE WITH ANY OF THE TERM(S) AND/OR CONDITION(S) KINDLY AVOID BUYING PROPAD TOKENS.

If you have any questions relating to these T&Cs, please contact us at [propad@protagonistpad.com](mailto:propad@protagonistpad.com)