Token Sale Term and Conditions

Please read these terms of token sale carefully. By purchasing Lynked.World Tokens from KoinWorx BV, a private limited company registered under the laws of Netherland, you will be bound by these Terms of token sale and all terms incorporated herein by reference. Note that Section 10 contains a binding arbitration clause and class action waiver, which affect your legal rights. If you do not agree to these terms of token sale, do not make any contribution to the Company and do not purchase Lynked.World tokens. Your purchase of Lynked.World Tokens from the Company is and will be subject to these terms of token sale (the "Terms and Conditions"). You and the Company is a "Party" and, together, the "Parties" hereto. If you have any questions regarding these Terms and Conditions, please contact us tokensale@Lynked.World.

This Token Purchase Agreement (the “Agreement”) contains the terms and conditions that govern your use of the purchase ERC-20 compatible tokens(proposed name to be “Lynk”) distributed on the Ethereum blockchain and is an agreement between you or the entity that you represent (“Purchaser” or “you”) and the Company. The Buyer and the Company are herein referred to individually as a “Party” and collectively, as the “Parties”.

IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

1. Payments
The Company shall accept payments only from registered accounts. The Company shall accept payment in either BTC or ETH or . In case BTC or ETH payment, Time of payment shall equal the time the transaction is mined into the blockchain.

2. Delivery of Lynked.World Tokens.
(a) Purchaser must provide the personal information requested by the Company in Section 4(b) of the Purchaser’s contribution in order to receive their Lynked(World Tokens. If Purchaser fails to provide the requested information, the Company reserves the right to refuse delivery of the Lynked.World Tokens and will not be liable for any refunds of the Purchaser’s contribution.
(b) Provided that Purchaser has provided a token delivery wallet address and the personal information as outlined in Section 4(b) and Section 2(a), the Company will deliver the quantity of Lynked.World Tokens purchased by Purchaser at the end of final crowd sale supposed to be finished by 31st October 2018, however, that Company reserves the right to extend the Token Delivery Deadline for additional weeks if necessary to address any unanticipated technical difficulties. For the avoidance of doubt, any such extension shall not affect the obligation of Company and the Purchaser to make and take delivery, respectively, of the Lynked(World Tokens purchased.
(c) Reward Token will be locked for sale for six month from the date of its listing in the exchange
3. Purpose and Use of Tokens in the Ecosystem.
(a) The Lynked.World Tokens are utility tokens that shall be used in the Lynked.World platform to buy products and services by participating professionals, company and organization on the Lynked.World platform.
(b) Purchase, ownership, receipt, or possession of Lynked.World Tokens, Lynk, (collectively the “Tokens”) carries no rights, express or implied, other than the right to use such Tokens as a means to participate, interact or transact on the Company’s platform and ecosystem, if successfully completed and deployed. In particular, Purchaser understands and accepts that Tokens do not represent or confer any ownership right or stake, share, 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 and its corporate affiliates, other than any rights relating to the provision and receipt of services from Company, subject to limitations and conditions in this Agreement. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.

4. Eligibility.
(a) In order to be eligible to participate in the Company’s token sale, Purchasers must be eighteen (18) years of age.
(b) In order to be eligible to participate in the Company’s token sale, Purchasers Should create a profile on Lynked.World and get their Identify verified by Lynked.World or you must give all required personal information in the purchase flow and thereafter, including name, date of birth, address, etc and provide any requested identity verification documents requested by the Company in order to satisfy “know your customer” / Anti Money L requirements.
(c) Cancellation; Refusal of Purchase Requests. All Token purchases from the Company are final and there are no refunds or cancellations except as may be required by applicable law or regulation. Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

5. Acknowledgment and Assumption of Risks. Purchaser acknowledges and agrees that there are risks associated with purchasing Tokens, owning Tokens, and using Tokens for the provision or receipt of services on Company. BY PURCHASING TOKENS, PURCHASER EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

6. Security. Purchaser is responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism Purchaser uses to receive and hold Tokens purchased from Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser’s private key(s) or other access credentials are lost, Purchaser may lose access to Purchaser’s Tokens. Company is not responsible for any losses, costs or expenses relating to lost access credentials.
7. Personal Information. Company may determine, in its sole discretion, that it is necessary to obtain certain information about Purchaser in order to comply with applicable laws or regulations in connection with selling Tokens to Purchaser. Purchaser agrees to provide Company such information promptly upon request. Purchaser acknowledges that Company may refuse to sell Tokens to Purchaser until Purchaser provides such requested information and has determined that it is permissible to sell Purchaser Tokens under applicable laws or regulations.

8. Taxes. Any amounts that Purchaser pays for Tokens are exclusive of all applicable taxes. Purchaser is responsible for determining what, if any, taxes apply to Purchaser’s purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also Purchaser’s responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser’s purchase of Tokens.

9. Dispute Resolution; Arbitration
(a) Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims court or 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 (i) waive your and the Company’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
(b) No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
(c) Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by email to the Company at legal@Lynked.World. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email
address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 9, commence an arbitration proceeding or, to the extent specifically provided for in clause 9(a), file a claim in court.

10. Governing Law
These Terms and Conditions and any Dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Netherland Law. Any Dispute between the Parties arising out or relating to these Terms and Conditions that is not subject to arbitration under Section 13 hereof will be resolved in Netherland courts, and the Parties irrevocably agree that Netherland courts shall have exclusive jurisdiction to settle any such Dispute or claim.