



# *Terms and Conditions*

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## Introduction

This document and any other related to Intelchain do not constitute a prospectus of any kind and are not a solicitation for investment. Intelli "ITC" does not represent ownership or stake in any public or private corporation, or any other entity in any jurisdiction. Acquisitions of Intelli "ITC" through the ICO are non-refundable. Intelli "ITC" coins must only be used in connection with Intelchain and its ecosystem under these Terms and do not grant any additional rights to any party. Any acquisition and use of Intelli "ITC" carries significant financial risk, including the use of experimental software.

- These Terms and Conditions (the "Terms") govern (i) the use of the website <https://intelchain.org/>, the sole official and authorized website for Intelchain, (ii) the sale of Intelli ("ITC") through its Initial Coin Offering ("ICO"), and (iii) the holding and usage of Intelli.

**1.1.** These Terms constitute a contract between Intelchain Ltd, a private limited liability company under the laws of Panamá, and any of its future subsidiaries (SPVs) or affiliates constituting the Intelchain ecosystem (altogether "Intelchain Services"). Intelchain Ltd is not a financial institution and does not provide investment services, including investment advice, or any other licensed financial services.

**1.2.** Intelchain Services provide technical solutions to create and support Intelchain, a first-layer blockchain ecosystem based on community support aimed at fostering innovation and collaboration among various technological projects using resources raised through the ICO, and subsequently generated resources through project operations. The technical and organizational structures already developed by Intelchain are currently in their launch stages, and their market positioning will be funded through resources obtained from the Intelli ("ITC") ICO.

**1.3.** Participants cannot contribute to the ICO if there are applicable legal restrictions in their country of residence. It is the responsibility of each participant to be aware of these laws regarding their participation in the ICO.

**1.4.** Due to legal restrictions, the ICO are not accessible or for use by any person (including a legal entity) deemed a U.S. person under applicable law.

## **2. Intelchain Ecosystem**

**2.1.** ITC is built on a proprietary and private blockchain technology, the Intelchain platform. The preliminary outline of Intelli ("ITC") functions is presented in the white papers published on the Intelchain website (<https://intelchain.org/>). The content of the white papers is not binding and is subject to changes in line with ongoing research and development to better fulfill Intelchain's vision of creating a decentralized and self-sustainable ecosystem for innovation within its ecosystem and beyond.

**2.2.** Intelli ("ITC") is the "native access token" of Intelchain. This means that Intelli ("ITC") is the native first-layer cryptocurrency of the Intelchain ecosystem, to be used by its community. Funds raised through the ICO will be used to facilitate the use of the Intelchain blockchain and its native token Intelli ("ITC") in various ecosystems. The capabilities of Intelli and its value depend entirely on Intelchain's developments and the private market where it participates.

**2.3.** Interested parties in Intelchain (or simply "interested") mean any entity holding any amount of ITC. For those participating in the first round of the ICO and who have contributed a minimum effective amount (calculated afterwards at an initial value of 0.34 USDT less discounts, with the minimum equivalent of 0.05 BTC), they will need to register as community members. Community members can use the Intelchain Community Portal (<https://ico.itc.intelchain.org/public/login>) to fully leverage the potential of ITC. Members of various communities around Intelchain will be able to purchase products and services with the circulating token privately, thus driving the creation of innovative projects using their own ITC-backed coins.

**2.4.** The community member must maintain that balance for one year to maintain their community member status and must acquire ITC at a discount within the timeframe set for each round. The smart contract safeguarding and controlling the ITC is designed to release the safeguarded ITC within the timeframe stipulated in these terms.

**2.5.** Intelchain grants access to the website and the Community Portal of the ICO as it exists and is available on any given day, and Intelchain has no other obligations except as expressly stated in these Terms.

**2.6.** Intelchain has the right to modify, replace, deny access to, suspend, or discontinue the website and the Community Portal partially or entirely.

**2.7.** Intelchain Services reserves the right to retain, remove, or discard any content available as part of your account on the Community Portal or website, or to withhold services, with or without notice.

**2.8.** Each private project linked to the Intelchain blockchain and its native token ITC will establish a separately licensed legal entity as a vehicle to invest in those projects that will not be binding on the Intelchain project. These entities will issue second-layer tokens or directly use the ITC token. These new tokens will be backed on the Intelchain blockchain and must use ITC as liquidity and for transaction GAS. These new projects and tokens will only be purchased with ITC currency in the INTELLISWAP ecosystem (<https://swap.itc.intelchain.org/#/>).

**2.9.** Intelchain is a private blockchain where only participants from different projects utilizing this blockchain can enter and acquire ITC at a value established by the market of that private community. Discount tokens delivered to the ICO model will be acquired by third parties and safeguarded by the ICO's smart contract. Intelchain is developing its operational and legal structure to enable interaction, collaboration, and innovation in a community-based model. Therefore, any statements made in the press, presentations, or in any of its marketing materials, prior and/or during the ICO, may not fully reflect the final structure established by Intelchain

### 3. Initial Coin Offering (ITC)

**3.1.** Participation in the ICO is possible through any cryptocurrency accepted by <https://ico.itc.intelchain.org/> with a minimum effective equivalent of 0.05 BTC or as per the requirement of each round.

**3.2.** There will be a total of 47,500,000 Intelli ("ITC") pre-mined tokens distributed across the different ICO rounds. ITC allocated for the ICO will be distributed through three rounds. In the first and second ICO rounds, 14,250,000 ITC will be issued each; in the third round, 19,000,000 ITC will be issued. Each round will be issued with a discount set considering an initial market value of 0.34 USDT for the first round and for rounds 2 and 3, the discount price will be set by the private market of the company Teaminer Global and its MLM platform (<https://www.teaminer.com/>).

**3.3.** The ICO rounds will proceed as follows:

- The first ICO round is launched with a 20% discount on the initial market value of the ITC token (\$0.24 USDT value per ITC token in the first ICO round) with a total of 14,250,000 ITC allocated to this round. This round will allow a minimum exchange per user calculated at 0.5 BTC or its equivalent in another cryptocurrency accepted in the round. The launch will be at noon 12:00 Coordinated Universal Time ("UTC") on March 20, 2024, and close at 23:59 UTC on April 20, 2024. During this time, Intelchain's special ICO module (<https://ico.itc.intelchain.org/>) will be available by pressing the "INVESTORS" button on the Intelchain website (<https://intelchain.org/>), where ICO participants can open their account and the Intelchain ICO page will guide participants through the deposit process, including KYC ("Know Your Customer") procedures.
- The second ICO round is launched with a 12% discount on the current value at the time of the ITC token launch in this round, the price will be regulated by the market of Teaminer Global's decentralized MLM platform (<https://www.teaminer.com/>), with a total allocated to this round of 14,250,000 ITC. This round will allow a minimum exchange per user calculate at 0.1 BTC or its equivalent in another cryptocurrency accepted in the round. The launch will be at noon 12:00 Coordinated Universal Time ("UTC") on April 20, 2024, and close at 23:59 UTC on May 20, 2024. During this time, a special ICO module of Intelchain will be available by pressing the "INVESTORS" button on the Intelchain website, where ICO participants can open their account and the Intelchain ICO page will guide participants through the deposit process, including KYC ("Know Your Customer") procedures.

- The third ICO round is launched with a 5% discount on the current value at the time of the ITC token launch in this round, the price will be regulated by the market of Teaminer Global's decentralized MLM platform (<https://www.teaminer.com/>), with a total allocated to this round of 19,000,000 ITC. This round will allow a minimum exchange per user calculated at 0.05 BTC or its equivalent in another cryptocurrency accepted in the round. The launch will be at noon 12:00 Coordinated Universal Time ("UTC") on May 20, 2024, and close at 23:59 UTC on June 20, 2024. During this time, a special ICO module of Intelchain will be available by pressing the "INVESTORS" button on the Intelchain website, where ICO participants can open their account and the Intelchain ICO page will guide participants through the deposit process, including KYC ("Know Your Customer") procedures.

**3.4.** Each participant contributing 0.05 BTC or more (or its cryptocurrency equivalent, according to its market value at the approximate timestamp of the contribution) during the ICO must provide their complete KYC, including a photograph of their identification. It is the participant's responsibility to confirm the authenticity of these details.

**3.5.** If the participant does not provide and verify the required information before June 31, 2024, at 23:59 UTC, then the contributions will be returned to the participant's wallet.

**3.6.** There will be three stages for participants to receive bonus percentages for their cryptocurrencies. This bonus refers to the amount of ITC the participant will receive based on their contribution, distributed by the smart contract of each round:

-April 2025: From April 20 to April 23, 2025, there will be a 100% bonus in ITC based on the participant's contribution in the first ICO round.

-May 2025: From May 20 to May 23, 2025, there will be a 100% bonus in ITC based on the participant's contribution in the second ICO round.

-June 2025: From June 20 to June 23, 2025, there will be a 100% bonus in ITC based on the participant's contribution in the third ICO round.

**3.7.** Participants will receive an additional bonus in ITC depending on the amount they have contributed in the ICO (cumulative bonus), provided that the sum of their initial contributions in a given stage exceeds 5 BTC. A cumulative bonus of 5% will be granted. This bonus will be delivered 30 days after the round ends and will be calculated on the value of the discount provided in each round.

**3.8.** Participants contributing more than 20 BTC will receive a 10% bonus, regardless of when they made their first contribution. This bonus will be delivered 30 days after the round ends and will be calculated on the value of the discount provided in each round.

**Special Bonus:** For contributions of more than 40 BTC, a 15% bonus in ITC will be granted throughout the ICO. This bonus will be delivered 30 days after the round ends and will be calculated on the value of the discount provided in each round.

**3.9.** Bonuses are not cumulative. Therefore, if a participant contributes 20 BTC in the week of May 4 to May 10 and then contributes 6 BTC in the following weeks, the participant will not receive an additional bonus.

**3.10.** Rules regarding bonuses for the first ICO round will not be altered after the ICO begins. However, for all other thresholds, Intelchain reserves the right to change the mentioned thresholds at any time to align with market conditions and fluctuation in BTC market value.

**3.11.** The market price of ITC will be determined at the start of the ICO and will be calculated based on the private market of Teaminer Global (<https://www.teaminer.com/>) and the amount of ITC in circulation in said market, divided by the total deposited in its LP (Liquidity Pool). The initial value of the private market will determine the value of ITC, which will vary according to its usability in that market and will guide the value of ITC in round 2 and round 3 of the ICO.

## **4. Limitation of Liability**

**4.1.** In no event shall Intelchain or its staff members be liable for:

- Any loss of profits, lost savings, or incidental, indirect, special, or consequential damages arising from your use or inability to use the services or products offered by Intelchain or the breach of any of these Terms by any third party.
- Any security risks such as hacker attacks, password loss, unauthorized access, etc.
- Any losses resulting from extreme volatility in the price of Intelli (ITC) in any country, market, or cryptocurrency exchanges.

**4.2.** In the event of force majeure, the party harmed by the other's inability to perform may choose to suspend the agreement, in whole or in part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances will cooperate and assist the harmed party in all reasonable aspects to minimize the impact of force majeure on the harmed party.

**4.3.** By acquiring Intelli (ITC) and to the extent permitted by applicable law, the buyer agrees not to hold Intelchain or any of its members responsible for losses or damages arising from or in any way related to the buyer's failure to properly secure the private key of the wallet containing their Intelli (ITC), hacker attacks, password loss, etc.

## **5. Risks and International Use**

**5.1.** Participation in the Intelchain ICO and any acquisition of Intelli (ITC) entails significant risk. Before participating, carefully consider the exemplary and non-exhaustive list of risks outlined below and, as necessary, consult with a lawyer, accountant, and/or tax professionals.

**5.2.** Cryptocurrencies and the partial or total financing of projects through cryptocurrencies have been subject to regulatory scrutiny by various regulatory bodies worldwide. Intelchain may need to change its operations to comply with applicable regulation and may be subject to licensing requirements. Intelchain could be affected by one or more regulatory actions or applications, which could hinder or limit its ability to continue developing the project and its activities. This uncertainty significantly adds to the risks related to the acquisition and use of Intelli (ITC). Intelchain will make every effort to adapt its practices to meet the needs and regulatory changes as they occur. As this is a first-layer blockchain project with Decentralized capabilities, the project itself and its members must closely monitor the various market regulations and how they may impact the project.

**5.3.** The field of digital cryptography is very new, and for this reason, there is a risk of unforeseen attacks, both in terms of the underlying cryptographic protocol supporting the functionality of ITC, and in vectors related to 'game theory' that have not all been documented to date.

**5.4.** Without duplicating any other right of recovery or indemnity set forth in the term, you shall indemnify and hold harmless INTELCHAIN, its affiliates, and their respective directors, officers, employees, and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses, and damages (collectively, "Losses," including reasonable attorney's fees) arising out of or related to (1) your violation of applicable laws and regulations; (2) your breach of the Agreement; and/or (3) your use of the Services or your conduct in connection with INTELCHAIN.

**5.5.** INTELCHAIN shall not be liable for delays or errors occurring by reason of circumstances beyond its reasonable control, including but not limited to war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, lightning, acts of God, national strikes, government policy, riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, floods, hurricanes, explosions, and regulatory and administrative actions or delays. In the event of such force majeure, INTELCHAIN shall take reasonable steps to minimize interruptions and losses but shall have no liability caused by or incidental to such force majeure.



**5.6.** To the maximum extent permitted under applicable law, we do not represent or warrant that the Website, the services provided by us are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components. Without limiting the foregoing, you hereby understand and agree that we will not be liable for any losses or damages arising out of or relating to: (1) any inaccuracy, defect, or omission of data, (2) any error or delay in the transmission of data, (3) interruption in the services, (4) regular or unscheduled maintenance carried out by intelchain or third-party service provider and service interruption and change resulting from such maintenance, (5) any damages incurred by the actions, omissions, or violation of the agreement by other users, (6) cooperation with investigations by service providers or international organizations, and (7) any damage caused by illegal actions of other third parties or actions without authorization by intelchain.

**5.7.** To the maximum extent permitted by applicable law, in no event shall the company, its affiliates, and their respective shareholders, members, directors, officers, employees, and agents be liable for any special, incidental, indirect, punitive, consequential damages (including but not limited to loss of data, profits, revenue, business opportunities) arising out of or in connection with the services provided by the company, except to the extent there is a final judicial determination that such damages were a result of the company's gross negligence, willful misconduct, fraud, or intentional violation of law.

**5.8.** Any and all notices to the User will be delivered by INTELCHAIN by way of announcement or letter on the Website, email, customer service call, SMS, or regular mail. INTELCHAIN shall not be liable for any event or information, such as prize winnings, promotions, etc., obtained from any source other than INTELCHAIN's official channels. If you have any questions related to the truthfulness of information sent in the name of INTELCHAIN, please contact us immediately.

## **6. Representations and Warranties**

**6.1.** By acquiring Intelli (ITC) coins, whether from another interested party or through the ICO, you represent and warrant that:

- You have a basic understanding of the use and complexities of cryptographic tokens, such as Intelchain, and other blockchain-based software systems.
- You are at least 18 years old or of legal age to enter into contracts.
- You are legally authorized to use ITC tokens in your jurisdiction.
- You waive your right to participate in a class action lawsuit or class arbitration against any member of Intelchain.
- You are not trading Intelli (ITC) for any illegal purpose within your jurisdiction.
- You understand that there is no warranty whatsoever about Intelli (ITC), express or implied, to the extent permitted by law, and that Intelli (ITC) is created on an "as is" basis.
- Furthermore, you agree to assume the sole risk for your participation in the Intelchain ecosystem.
- You are not a citizen of the United States.

You must comply with all applicable tax laws, including the filing and payment of income tax or similar arising in connection with your use of the Intelchain ecosystem, or the appreciation and depreciation of Intelli (ITC), and you assume sole responsibility for determining such implications and acting in accordance with the law.