

Agreement on the purchase of Candy Coins

Public offer

UNICORN GO PTE. LTD. hereby invites any interested person who wishes to purchase Candy Coins to enter into this Agreement. The person interested in acquiring the tokens is hereinafter referred to as the "Buyer". Together, Unicorn Go and the Buyer are collectively referred to as the "Parties".

A. Definitions

In this Agreement, the terms given below have the following meaning:

1. Agreement – Agreement means the sale and purchase agreement herein, all the relevant terms and conditions therein and all schedules and appendices attached to it. Any references to Recitals, Clauses and Schedules are references to recitals, clauses of, and schedules to, this Agreement;
2. Company – Company refers to UNICORN GO PTE. LTD registered at 114 LAVENDER STREET # 11-78 CT HUB 2 SINGAPORE 338729, which has all necessary rights with respect to the Site, which is the administrator of the domain name unicorngo.io and the owner of the Site;
3. Site – Site refers to any Internet resource located on the Internet on the domain name unicorngo.io (including all levels of the specified domain, both functioning on the date the Buyer accepts this Agreement, and launched and put into operation during the whole term of the agreement) including but not limited to computer programs, graphic design of the interface (design and other graphic and visual elements), a database, a local search system or any other information uploaded and/or stored in an electronic, graphic, visual and/or audio format by the Company and/or Buyers;
4. Services – Services refers to any functions, tools, services offered by the Company, including the purchase of CandyCoin tokens, as well as gaming functions for the purchase, sale and/or donation of components of the game where the payment instrument is CandyCoin;
5. CandyCoin – CandyCoin is a kind of digital financial asset, a token on the basis of ERC-20, issued by the Company, which is a means of payment in the game. The total emission is 12,000,000 CandyCoin. The acquisition of Candy coin is governed by this Agreement;
6. Blockchain – Blockchain refers to a distributed register (a systemized database) of digital transactions that are stored, simultaneously created and updated on all devices of all the participants on the basis of the given algorithms, ensuring its identity with all users of the registry;
7. Ethereum – Ethereum refers to an open source platform for the creation of decentralized online services based on Blockchain, working on the basis of smart contracts;
8. Ether (ETH) – Ether (ETH) is the exchange unit of Ethereum; a kind of digital financial asset (property in electronic form) created with the use of encryption technology, the ownership right to which is certified by making digital entries in the distributed register of digital transactions;
9. Smart Contract – Smart Contract refers to a contract in an electronic form, the performance of rights and obligations of which is carried out by automatic transfer of digital transactions in the distributed register of digital transactions in a strictly defined sequence and upon the occurrence of certain circumstances. Protection of the rights of the participants (parties) of the smart contract is carried out in the manner similar to the procedure for the protection of the rights of the parties to the written contract, concluded in an electronic form;

10. Buyer – Buyer refers to any individual who purchases CandyCoin tokens on the Site;
11. Transaction – Transaction refers to any agreement between Buyers on Site for the purchase, sale, exchange and/or donation of CandyCoin for the purposes of the game. Transactions are carried out through smart contracts based on the Ethereum. Users publish proposals for Transactions, which are subsequently displayed in the search results in the general list simultaneously with the offers of other Users. Transactions are concluded by holding an auction in which any User can participate. The value of the Transactions is indicated in CandyCoin;
12. Registration – Registration refers to a set of successive actions of the Buyer to complete the registration form, resulting in the creation of a Personal Account on the Site;
13. Personal Account – Personal Account refers to the personal section of the Buyer on the Site containing the registration information of the Buyer, as well as the digital purse CandyCoin, to which the Ether address is attached, through which tokens are purchased. The User is able to edit, delete, withdraw from publication, activate and/or carry out actions relating to or concerning with the Site and offers placed by the User about their Transactions through his Personal Account. Further, the User can various options for changing the avatar, name, geolocation visibility amongst others in the Personal Account;
14. Digital Wallet – Digital Wallet is a software tool that is a part of the Personal Account of the Buyer, which stores information about digital records confirming the Buyer's ownership rights for the components of the game and the transfer of such rights to other Buyers in the context of using the Service and making Transactions with the Services. A digital purse is connected with the Buyer's address;
15. Web application – the meaning is defined in Appendix 1 to the Agreement;
16. White Paper - a document available at https://unicorngo.io/UnicornGo_White-Paper_en.pdf. It describes the Site, its Services, tokens, procedures and other issues pertaining to the Site and usage of it; and
17. Person subject to prohibitions - the meaning is defined in clause 5 of the Agreement.

B. Terms of this Agreement

18. This Agreement shall enter into force and become mandatory for the Company and the Buyer from the moment the Company receives the Ethers paid for the tokens by the Buyer.
19. The Company has the right to make any changes and additions to White Paper at any time. Amendments and additions to the White Paper come into force from the moment of their publication, unless otherwise is established by the Company. The Buyer acknowledges and confirms that he has read and understood White Paper and its contents.
20. It is agreed by the Parties that any acquisition of CandyCoin tokens from the Company does not create any form of partnership, joint venture, agency or any other similar relationship between the Buyer and the Company.

C. Rights and Obligations of the Buyer

21. The Buyer agrees and confirms that he has the right to use CandyCoin tokens only for the purposes of using the Site, applications and/or Services and/or interacting with the functions of the Site or as a means of accessing, using and/or obtaining the Services offered by the Site, including but not limited to gaming functions on the Site, as defined in the White Paper.

22. The Buyer warrants and represents that:
- i. he is solely responsible for determining the legality or illegality of the acquisition of tokens in the jurisdiction applicable to him;
 - ii. it does not acquire tokens for purposes other than those defined in clause 21;
 - iii. The Company has no obligations to the Buyer other than those specified in this Agreement.
23. The ownership of the CandyCoin tokens does not contain any rights other than the rights specified in clause 21. Agreement. In particular, the tokens do not provide the Buyer with any rights with respect to the Company, its revenues, assets, intellectual property or other financial or legal rights owned by the Company.
24. For the purposes of this Agreement, tokens shall be considered as software with cryptographic elements that are sold, used, applied and/or transacted for the purposes of usage of the Site and its Services.
25. Both Parties acknowledge and confirm that although tokens can be resold, they are not an investment, currency, security, commodity, currency swap, or any other type of financial instrument. Tokens are not intended to be put on the market, sold, bought in any jurisdiction where they are prohibited by applicable law or require mandatory registration with government authorities.
26. Both Parties confirm and agree that while the CandyCoin tokens can be exchanged in crypto-exchangers, the Company does not provide any guarantees and assurances that the tokens are exchangeable in those crypto-exchangers.
27. This Agreement is not any kind of prospectus, is not an offer to invest, is not an initial public offering or offer of shares or a share in the capital and has nothing to do with the placement of securities in any jurisdiction.
28. The funds received as a result of the sale of the CandyCoin tokens will be used by the Company exclusively at their discretion.

D. Procedure for purchasing tokens

29. A detailed description of the procedure for the sale of CandyCoin tokens is provided in Appendix 1 to this Agreement, including detailed information on the terms of sale, prices, and the number of tokens sold. Information on specific procedures for acquiring tokens is also available on the Site.
30. The Buyer acknowledges and confirms that any purchase of CandyCoin tokens from the Company shall mean full and unconditional acceptance of this Agreement by the Buyer, including the procedure for acquiring tokens. Failure to comply with the terms of the Agreement and the procedure may result in failure to receive tokens by the Buyer.
31. When the Buyer purchases the CandyCoin tokens from the Company during the period of the token sale, all purchases are final. The Buyer agrees and confirms that no refunds or cancellations are provided, except the cases when otherwise is required by applicable law and except for the Company's unilateral refusal of the sale.
32. The Company reserves the right to refuse or reject offers to acquire CandyCoin tokens for any reason at the discretion of the Company, including cases when, in the Company's opinion, the information provided by the Buyer is insufficient, inaccurate or misleading, or when the Buyer is found to be subject to any restrictions including but not limited to the restrictions in Part E of this Agreement and/or any statutory or legal restrictions.
33. At any time prior to the expiration of the token sale, the Company may temporarily suspend or permanently cancel the sale of CandyCoin tokens for security reasons. Any suspension or cancellation of the sale of the tokens shall be deemed to have commenced after the Company has published notice thereof on the Site.
34. Candycoin Tokens may be subsequently acquired by any person in the secondary market at the price set by the holder of those tokens. When purchasing tokens in the secondary market, the buyer should take into account that the volatility of the market of Candy coin Tokens during the sale can be high, and liquidity can be low.

E. Persons subject to prohibitions and restrictions

35. The Parties agree and confirm that CandyCoin tokens are not offered, nor can they be resold or otherwise alienated by the following persons who are subject to prohibitions and restrictions ("persons subject to prohibitions"):
 - i. citizens, natural persons (including trustees, agents of such persons) permanently resident or registered in the country or territories where operations with crypto currency, tokens are prohibited or in any way restricted by applicable laws, or will be prohibited or restricted at any time after the date of entry into force of this Agreement.
36. Persons subject to prohibitions are strictly prohibited from purchasing CandyCoin tokens, the Company does not encourage, compel, coerce nor persuades these persons subject to prohibitions to purchase or use the CandyCoin tokens.
37. The Buyer acknowledges and agrees that he must independently ascertain that he is not a person subject to prohibitions, that the law applicable to him does not prohibit the acquisition of tokens and that the applicable law does not prohibit the use of tokens in the manner specified by the Company. The Buyer confirms that it is not the duty, obligation nor the responsibility of the Company to verify if he is a person subject to prohibitions and hereby warrants and represents that he is not a person subject to prohibitions.

38. If a person who falls under prohibitions illegally or fraudulently obtains tokens, then any Transactions carried out by such person are invalid. Such Transactions are not binding on the Company. The company has the right, at its discretion, to notify the relevant authorities of the Transaction of the person subject to prohibitions, freeze the Buyer's funds until the situation is resolved by the relevant authority or before being transferred to the account of the relevant authority.
39. Any person who falls under prohibitions is fully responsible for the damage caused to the Company in connection with the acquisition of tokens and is obliged to reimburse and protect the Company from any losses and expenses incurred by the Company in connection with the acquisition of tokens by such person.

F. Taxation

40. The prices for the token specified in Appendix 1 do not include value added tax or any other applicable tax that is imposed or may be imposed on payments for the acquisition of CandyCoin tokens.
41. The buyer bears sole responsibility for determining which taxes are applicable to him when he purchases the CandyCoin tokens.
42. The Company reserves the right at any time to require that the Buyer pay to the appropriate tax authorities, as a separate and independent specific obligation, or, if applicable, to the Company, the full amount of any tax, fine or fee that is or may be charged from the Buyer in accordance with the applicable law in connection with his acquisition of CandyCoin tokens.
43. The Company does not bear any responsibility with respect to any tax consequences for the Buyer arising from the acquisition of the CandyCoin tokens.
44. For the avoidance of doubt, each Party has obligations to pay their taxes.

G. Risks and Safety

45. The Buyer acknowledges and agrees that there are various risks associated with the acquisition, possession and use of CandyCoin tokens while utilizing the Company's Services. When purchasing the CandyCoin tokens, the Buyer understands and accepts the risks set forth in Appendix 2 to this Agreement.
46. The Buyer is obliged to take all reasonable steps to ensure safe access to any device utilized by the Buyer and used in connection with the acquisition of tokens by the Buyer; personal keys to the Buyer's wallet (account); and the Buyer's login or other identification data. In the event of the loss of personal keys, login, device used to purchase tokens and use of the Services and the Site, the Buyer may lose all the tokens that he has purchased. The Buyer acknowledges and agrees that the Company has no obligation to restore the Buyer's CandyCoin tokens.
47. The Company reserves the right at any time to require the Buyer to verify the data specified in the Registration and to request supporting documents (in particular, identity documents) for this.

H. Warranties and Representations of Parties

48. The Buyer hereby affirms, warrants and undertakes obligations as follows:
- i. The Buyer has carefully read and understood this Agreement, White Paper, the Terms of Use of the Site and the Privacy Policy.

- ii. The Buyer has carefully read and understood the risks associated with the tokens and the use of the Site Services, as defined in Appendix 2.
- iii. The Buyer has a sufficient understanding of the functionality, use, storage, transfer mechanism and other material characteristics of the token, as well as mechanisms for storing tokens, blockchain technology and software on the basis of the blockchain.
- iv. The Buyer also understands this Agreement and has evaluated the risks and consequences of purchasing tokens.
- v. The Buyer received enough information about the tokens for making a balanced, deliberate decision to purchase tokens.
- vi. The Buyer is aware that the cost of tokens may eventually become extremely volatile or completely depreciate.
- vii. The Buyer confirms that he is fully legally capable and has all the rights, powers necessary to acquire tokens and full proper execution of this Agreement.
- viii. By concluding this Agreement and acquiring tokens, the Buyer does not violate any other agreement to which he may be a party too.
- ix. The buyer is not a person subject to prohibitions, as defined in clause 5 of the Agreement.
- x. **The purpose of acquiring tokens.** The Buyer agrees and acknowledges that he purchases tokens solely for personal use and for the use of the Site Services, primarily gaming services, and not for financial, investment purposes nor for purposes of providing security for any reason whatsoever.
- xi. **A legitimate source of funds.** The Buyer agrees and confirms that any funds used by the Buyer to purchase tokens are not connected with any illegal activities, including but not limited to money laundering and financing of terrorism. The Buyer will not use the purchased tokens for any illegal activities, including, but not limited, to money laundering and terrorist financing.

49. The Buyer agrees that in the event of any circumstances preventing compliance with the warranties or representations specified in clause 48, the Buyer will immediately stop using the Site and its Services.

50. The Buyer acknowledges and agrees that the CandyCoin tokens are sold "as they are" and "with all errors" subject to the condition "only if available". The Buyer acquires the tokens at his own risk and without any warranties or affirmations relating to the tokens (explicit or implied).

51. The Company does not affirm or warrant that the process of paying for tokens or receiving tokens will occur continuously, quickly, reliably, without failures, delays and errors. The Buyer acknowledges and understands that the Buyer may lose all amounts paid to the Company for the purchase of tokens.

52. The Company does not affirm or warrant that the tokens are reliable or contain no defects or errors.

53. The Company refuses to provide any implied warranties, including but not limited to warranties of merchantability, satisfactory quality, fitness for a particular purpose and/or performance.

54. The Buyer acknowledges that computers and telecommunication systems are not fail-safe and are subject to downtime periods that occur occasionally. The Company does not guarantee that the work of the Site will be uninterrupted, timely, reliable and error-free.

I. Limitation of Liability

55. The liability of the Company to the Buyer pursuant to or in connection with this Agreement (including contractual or civil liability (for example, for negligence) shall not exceed the amount paid by the Buyer for the CandyCoin tokens.

56. To the extent permitted by applicable law, under no circumstances shall the Company be liable to the Buyer or any third parties for consequential loss or damage; missed actual or expected benefits (direct or indirect); unearned actual or expected income (direct or indirect); a missed contract or deal or other loss or damage arising from the acquisition of tokens; for special, indirect, incidental or punitive damages or damages; and to the extent permitted by law, direct damages or damages exceeding the maximum values specified in clause 55 of this Agreement.
57. The Company shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by circumstances beyond the reasonable control of the Company (for example, force majeure, war or acts of terrorists, malicious infliction harm, accidents, or compliance with any applicable law or government regulation).

J. Indemnity

58. The Buyer agrees to indemnify and hold harmless the Company, its officers, directors, employees and contractors from any claims, pretensions and demands for compensation for losses and damages incurred, including attorneys' fees arising from:
- i. purchasing tokens, using tokens or the Site;
 - ii. breach by the Buyer of this Agreement, Privacy Policy or Terms of Use of the Site;
 - iii. provision of incorrect, false information, stated in the warranties and assurances of the Buyer; and
 - iv. Any unlawful or negligent act and/or omission of the Buyer.

K. Personal Data of the Buyer

59. Processing of personal data of the registered Buyer is carried out in accordance with the laws of Singapore, international standards for the protection of the rights of subjects of personal data and the Privacy Policy.

L. Miscellaneous Provisions

60. This Agreement shall be governed by and construed in accordance with the laws of Singapore and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.. Issues not regulated by this Agreement shall be resolved in accordance with the laws of Singapore. Any disputes and/or issues in this Agreement relating to and/or concerning the collection, storage, processing, distribution and protection of the information about Buyers are regulated in accordance with the current legislation of Singapore.
61. This Agreement may be executed in counterparts, each of which when executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.
62. The Buyer can provide feedback about the Services to the Company to the email support@unicorngo.io, including how to improve the Services. While sending the feedbacks, the Buyer unconditionally agrees that the Company is entitled to use these feedbacks at its discretion and without additional compensation to the Buyer.
63. The White Paper, Terms of Use of the Site, posted on the Site, and this Agreement are parts of one agreement between the User and the Company, unless it is explicitly stated otherwise. In case of any contradictions between the White Paper and this Agreement, this Agreement shall take precedence.

64. All possible disputes arising out of the relations regulated by this Agreement shall be resolved in the manner prescribed by the legislation of Singapore. Throughout the text of this Agreement, unless explicitly stated otherwise, the term "legislation" refers to both Singapore legislation and the legislation of the residence of the Buyer.
65. The Company is committed to resolving disputes in a manner that is friendly to the Purchaser. In connection with this, this present Agreement provides a two-stage process: (1) informal negotiations directly with the support team of the Site (2) dispute resolution in court in accordance with Singapore's current legislation, only after a mandatory pre-trial settlement of the dispute through mediation has occurred. The receiver of the claim within 30 (thirty) calendar days from the date of its receipt, shall notify the applicant of the claim in a writing form about the results of the examination of the claim.
66. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.
67. The Parties are independent entities and are not partners, principal and agent or employer and employee and this agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor will represent that it has, any authority to make any commitments on the other party's behalf.
68. No modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by e-mail. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.
69. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

Appendix 1

Procedure for purchasing tokens

1. Date of the release of the tokens: from 12:00 am (UTC) on January 26, 2018,
2. The total number of tokens' issues is 12,000,000,
3. 5,000,000 tokens will be available for sale in accordance with the schedule below:
 - a. at a price of 0.0001 Eth for 1 Candy Coin from 12:00 am (UTC) on January 26, 2018 until 12:00 am (UTC) on February 02, 2018,
 - b. at a price of 0.0005 Eth for 1 Candy Coin from 12:00 am (UTC) on February 02, 2018 until 12:00 am (UTC) on February 12, 2018,
 - c. at a price of 0.001 Eth for 1 Candy Coin from 12:00 am (UTC) on February 12, 2018 until 12:00 am (UTC) on February 22, 2018,
 - d. at a price of 0.0015 Eth for 1 Candy Coin from 12:00 am (UTC) on February 22, 2018 until 12:00 am (UTC) on February 28, 2018,
 - e. at a price of 0.00175 Eth for 1 Candy Coin from 12:00 am (UTC) on February 28, 2018 until from 12:00 am (UTC) on March 10, 2018

All tokens that have not been sold by the end of the sales period established in this clause will remain inside the Services. Those tokens can be purchased by registered users of the Services at any time after the end of sales.

4. Procedure for acquiring and receiving tokens

The Site has a special web application to facilitate the procedure of purchasing tokens ("web application"). The buyer must ensure that the URL of the Buyer's browser indicates that he uses the HTTP protocol extension to support encryption in order to increase the security of HTTPS (English from HyperText Transfer Protocol Secure) and the correct domain name.

5. To purchase tokens via a web application, the Buyer should go through the registration process and obtain the Buyer's Personal Account on the Site ("Buyer's Account"). The registration procedure, as well as the terms and conditions of the use by the Buyer's Account, are described in more details in the FAQ, available at <http://play.unicorngo.io/faq>
6. Payment for tokens is made in Ethers by transfer to the unique Digital wallet address, information about which will be available in the personal account.
7. In order to purchase tokens, the Buyer must have an Etheric purse maintained by the ERC20 token standard to accept tokens meant for the Buyer. Meanwhile, the Buyer is prohibited to use any exchange wallets or any other wallets, for which the buyer does not have a private key. It is recommended to use MyEtherWallet <https://www.myetherwallet.com>
8. All the information about the quantity of tokens sold and the register of holders is available in the Ethereum blockchain and can be viewed at: <https://etherscan.io/token/0xcd3673af09e76c74d889aabab68ca0645566a3a1>
9. In the case of an emergency, the company reserves the right to stop the sale of tokens, in particular in the following cases:
 - detection of a serious security risk;
 - detection of a serious network performance problem;
 - a serious attack on the Site or the network of the Ethereum

Appendix 2

Risks associated with the acquisition of tokens

The acquisition of Tokens is associated with a high degree of risk. The Buyer should carefully read the information below before making a decision to purchase tokens. The formation or crystallisation of any one of the following risks can lead to significant and adverse consequences for both the Buyer and the Company. The Company has listed possible risks below, which, in the Company's opinion, are significant but not exhaustive.

1. Tokens have no rights, purpose, attributes, functionality or functions, explicit or implicit, other than as defined in this Agreement, White paper and other documents published on the Site.
2. The Buyer understands and agrees that the tokens are intended only for use on the Site and in accordance with this Agreement.
3. The Blockchain Ethereum is subject to occasional overloads, during which transactions can be postponed or lost. Some individuals may also deliberately overload the Ethereum network, trying to gain an advantage when buying tokens. The Buyer understands and agrees that the producers of the Ethereum blocks may not confirm the Buyer's transaction or the Buyer's transaction may not go through at all.
4. By purchasing tokens and entering into this Agreement, the Buyer acknowledges, understands and agrees that tokens have no value except when using them within the Site and its Services; there are no guarantees or assurances about the liquidity of the tokens; and the Company is not responsible for market value, liquidity of tokens, availability of markets for the sale of tokens and any turnover of tokens.
5. Tokens may be subject to expropriation and / or theft. The concept of the smart contract system, the basic software and the software platform (that is, the Ethereum blockchain) can be attacked by hackers or other intruders, including malware attacks, denial of service attacks, consensus attacks, Sibylla attacks, and others. Any such attacks can lead to theft or loss of tokens, which, as a result, may adversely affect the ability to develop, operate the Site and its Services.
6. The legal status of tokens, crypto-currency and blockchain is still unclear or not settled in many jurisdictions. It is difficult to predict how public bodies will approach the regulation of such technologies. Regulatory actions can have a negative impact on tokens and the Site, particularly if tokens are recognized as financial instruments that require registration or licensing. The Company may terminate its work in a particular jurisdiction if regulatory actions or changes in legislation make the Company's actions illegal.
7. The Site may undergo significant changes in the future. Although the Company plans to adhere to the objectives and the plan outlined in the White Paper, the Company reserves the right to make changes to those characteristics and specifications for a number of reasons, which may mean that the Site and its Services do not meet / may not meet the expectations of the Buyer.