

# TERMS AND CONDITIONS

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The following Terms and Conditions ("Terms") govern your purchase of cryptographic tokens ("AWT") from LASKVILLE LLC (the "Company").

Each person purchasing AWT ("you" or the "Purchaser") and the Company are a Party and, together, the Parties to these Terms. This document is not an invitation to make investments and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the AWT token sale.

PLEASE READ THESE TERMS CAREFULLY BEFORE PURCHASING AWT.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE AWT FROM THE COMPANY.

BY PURCHASING AWT FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE.

DO NOT PURCHASE AWT IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS.

The Company does not provide any sort of advice on purchasing AWT. You should consult your lawyers, tax advisers, accountants on your own.

If you have any questions regarding these terms, please contact the company at [support@whatsonpic.com](mailto:support@whatsonpic.com)

ONLY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH CRYPTOGRAPHIC TOKENS SHOULD UNDERTAKE PURCHASES OF AWT, AND UNDERSTANDING OF THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF AWT DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR ANY LOSS RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE AWT OR PARTICIPATE IN THE SALE OF AWT. YOUR PARTICIPATION IN AWT SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE AWT TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

## 1. Conditions of AWT token sale

PLEASE MAKE SURE THAT PURCHASING TOKENS IS LEGAL IN YOUR JURISDICTION. YOU BEAR THE FULL RESPONSIBILITY FOR CHECKING YOUR PERSONAL LAWS.

When you purchase, or otherwise receive, an AWT token, you may only do so by accepting the following conditions and, by doing so, you adhere to these Terms and warrant, and represent that the following are a true and accurate reflection of the basis on which you are acquiring the AWT tokens:

- neither the Company nor any of the Team has provided you with any advice regarding whether AWT is a suitable investment for you;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Ethereum, as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold, and make use of AWT in your and any other relevant jurisdiction;
- you will provide us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of AWT and allocate AWT to you;
- you have not provided us with information relating to your acquisition of AWT or otherwise which is inaccurate or misleading;
- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- you will notify us promptly of any change to the information provided by you to us;
- you are of a sufficient age (if an individual) under your personal law to legally obtain AWT, and you are not aware of any other legal reason to prevent you from obtaining AWT;
- you possess full legal capacity (if a legal entity) under your personal law to legally obtain AWT;
- you take sole responsibility for any restrictions and risks associated with receiving and holding AWT, including but not limited to these set out in Annex A to these Terms;
- by acquiring AWT, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;

- you are not obtaining or using AWT for any illegal purpose, and will not use AWT for any illegal purpose;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of AWT;
- your acquisition of AWT does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of AWT and/or the Ethereum Network;
- you accept that AWT is created and you obtain AWT on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing AWT without being able to provide any warranties in relation to AWT, including, but not limited to, title, merchantability or fitness for a particular purpose;
- you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of AWT (ii) the potential appreciation or depreciation in the value of AWT over time, if any, (iii) the sale and purchase of AWT; and/or (iv) any other action or transaction related to AWT has tax implications.

## 2. Overview of AWT sale

AWT is an utility token which is used by What’s On Pic (as defined in the white paper (the “White Paper”) provided at [www.whatsonpic.io](http://www.whatsonpic.io) (the “Website”), which can be used for paying for advertising on What’s On Pic platform or for buying products or services from What’s On Pic marketplace.

What’s On Pic members earn AWT each time when a purchase takes place from the user’s post in the way described in the White Paper.

AWT are not mined by any companies or users.

The maximum amount of tokens to be issued: 7,213,925.00 AWT. After that, the release of AWT will be stopped.

AWT for team and advisors remuneration will be automatically blocked in a smart contract for 1 year. AWT that make up the reserve fund will be automatically blocked in a smart contract for 6 months. All the unsold AWT will be burnt according to smart contract regulations, except for the reserved tokens.

### Basic information on AWT sale

<i>Token</i>	<i>AWT</i>
<i>Token type</i>	ERC 20
<i>Token emission</i>	7,213,925.00 AWT
<i>AWT tokens for sale</i>	5,050,000.00 AWT
<i>Soft cap</i>	\$2,075,000.00
<i>Hard cap</i>	\$22,500,000.00
<i>Price per 1 token</i>	0,005 ETH
<i>Minimum purchase</i>	0,01 ETH
<i>Accepted currencies</i>	Ethereum (ETH)

AWT will be transferred to buyers wallets after the Crowd-sale is closed.

The anticipated distribution of the AWT tokens is:

Emission (total amount of AWT produced) - 7 213 925

Tokens for sale - 5 050 000

Reserved Tokens - 2 163 925

among them:

Founding team – 17%

Development partners and advisors – 4%

Reserve fund – 6%

Bounties and Referral programs - 3%

### **3. AWT Price**

Purchasers will be allocated their AWT tokens in exchange for ETH at the following rate:

- pre-sale: 1 AWT=0.005 ETH
- crowd-sale: 1 AWT=0.005 ETH.



## Bonus System

<i>Pre/Crowd Sale</i>	<i>Max days since start</i>	<i>Discount</i>	<i>Amount</i>
35,000 AWT	14	50%	\$87,500
100,000 AWT	14	30%	\$350,000
150,000 AWT	12	20%	\$600,000
150,000 AWT	21	10%	\$675,000
200,000 AWT	28	5%	\$950,000

The US Dollars to ETH exchange rate is used to dynamically set the ETH to AWT rate. As a result, for the duration of the AWT sale, the price to purchase an AWT will be set as an amount in ETH.

Purchaser must have an Ethereum wallet that supports the ERC20 token standard in order to receive any AWT purchased from the Company.

## 4. Timing of AWT Token Sale

### *Tokens pre-sale*

Start date **will be announced**

Start: will be announced

Number of tokens for pre-sale: 135.000 AWT

End: will be announced

Tokens exchange rate: 1 AWT=0.005 ETH

Minimum purchase: 0.01 ETH

Accepted currencies: Ethereum (ETH)

If soft cap is not reached during the pre-sale period of 6 months, the Company will return all the funds to investors.

### *Tokens Crowd-sale*

Start date: will be announced

Soft cap: 415.000 AWT

Hard cap: 4.500.00 AWT

Tokens exchange rate: 1 AWT=0.005 ETH

Minimum purchase: 0.01 ETH

Accepted currencies: Ethereum (ETH)

The AWT Crowd-sale will run for 90 calendar days and will end either on the expiration of this period or when the AWT sale cap is reached.

The Company reserves the right to change the sale dates or extend the sale duration for any reason, including the unavailability of the Website or other unforeseen security or procedural issues.

In the spirit of openness, the Company will constantly update on the Website the number of tokens sold as well as the share of AWT tokens allocated to the shareholders of Company

## **5. After the AWT Crowd-Sale**

The Purchasers should have no expectation of influence over governance of the Company.

After the Crowd-sale, the buyback will be available. All token holders will be able to sell their AWT through smart contracts.

All the tokens spent with What's On Pic are burnt via smart contract. This will reduce the number of tokens in circulation and increase market price for AWT tokens.

Prior to a Purchaser selling AWT after the AWT token sale completion, such Purchaser shall ensure that the buyer of any such AWT undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the AWT token sale.

## **6. The Company Will Not Purchase AWT During the AWT Sale**

The Company warrants that neither it nor its shareholders will purchase AWT during the AWT sale (both Pre-Sale and Crowd-Sale). Furthermore, the Company warrants that neither it nor its shareholders will purchase AWT from any third party during the period of the AWT sale.

## **7. Taxation of AWT and Taxation Related to the ICO**

The Purchaser bears the sole responsibility to determine if the purchase of AWT with ETH or the potential appreciation or depreciation in the value of AWT over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing AWT, and to the extent permitted by law, the Purchaser agrees not to hold any of

the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of AWT.

## **8. Privacy**

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information

## **9. Force Majeure**

Any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Team") is not liable for failure to perform solely caused by:

- unavoidable casualty,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- security issues arising from the technology used,

or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

## **10. Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING AWT AT THE PURCHASER'S SOLE RISK AND THAT AWT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY



DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE TEAM WARRANTS THAT THE PROCESS FOR PURCHASING AWT WILL BE UNINTERRUPTED OR ERROR-FREE.

## 11. Limitations of Liability

By purchasing AWT, and to the extent permitted by law, you agree not to hold any of the Company and its Team liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of AWT, including losses associated with the Terms set forth below.

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, AWT OR (ii) THE TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, AWT, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO AWT. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF AWT, AND THAT THE RISK OF PURCHASING AND USING AWT RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF AWT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE TEAM.

## 12. Integration

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of AWT. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of AWT and supersede any public statements about the AWT token sale made by third parties or

by the Team or individuals associated with any of the Team, past and present and during the AWT token sale.

### **13. Severability**

If any provision contained in these Terms is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed modified in such manner as to render such provision valid, legal, and enforceable to the fullest extent permitted by law in such jurisdiction, and the remaining provisions contained in these Terms shall not be affected and shall remain in full force and effect.

### **14. No Waiver**

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Team shall be deemed a modification of these Terms nor be legally binding.

### **15. Updates to the Terms**

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing AWT. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

### **16. Cooperation with Authorities**

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

## 17. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of AWT; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

## 18. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold AWT purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

## 19. Language

Currently, only English versions of any Company's communications is considered official. The English version shall prevail in case of differences in translation.

## 20. ANNEX A

### 20.1. AWT Risks

By purchasing, owning, and using AWT, you expressly acknowledge and assume the following risks:

#### 20.1.1. Risk of Losing Access to AWT Due to Loss of Private Key(s), Custodial Error or Purchaser Error

A private key, or a combination of private keys, is necessary to control and dispose of AWT stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing AWT will result in loss of such AWT. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your AWT. Any errors or malfunctions caused by or otherwise

related to the digital wallet or vault you choose to receive and store AWT in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your AWT. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving AWT, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

#### **20.1.2. Risks Associated with the Ethereum Protocol**

Because AWT are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or AWT. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the AWT and the platform, including the utility of the AWT for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

#### **20.1.3. Risk of Mining Attacks**

As with other decentralized cryptographic tokens based on the Ethereum protocol, AWT are susceptible to attacks by miners in the course of validating AWT transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and AWT, including, but not limited to, accurate execution and recording of transactions involving AWT.

#### **20.1.4. Risk of Hacking and Security Weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with the platform or AWT in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and AWT, including the utility of AWT for obtaining services.

#### **20.1.5. Risks Associated with Markets for AWT**

If secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to AWT (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

#### **20.1.6. Risk of Uninsured Losses**

Unlike bank accounts or accounts at some other financial institutions, AWT are uninsured unless you specifically obtain private insurance to insure them. Thus, in the

event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

#### **20.1.7. Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of AWT and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including AWT. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and AWT. Regulatory actions could negatively impact the platform and AWT in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of AWT constitutes unlawful activity or that AWT are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

#### **20.1.8. Risks Arising from Taxation**

The tax characterization of AWT is uncertain. You must seek your own tax advice in connection with purchasing AWT, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

#### **20.1.9. Risk of Competing Platforms**

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the What's On Pic services.

#### **20.1.10. Risks Arising from Lack of Governance Rights**

Because AWT confer no governance rights of any kind with respect to What's On Pic platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any AWT you own, including their utility for obtaining services.

#### **20.1.11. Unanticipated Risks**

Cryptographic tokens such as AWT are a new and untested technology. In addition to the risks included in this Annex A of these Terms, there are other risks associated with your purchase, possession and use of AWT, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A of these Terms.

## Further Information

For further information regarding the AWT sale, please contact us at:  
[support@whatsonpic.com](mailto:support@whatsonpic.com)