



# Terms and Conditions

ATF INDOOR FARMS

**Home appliances for cannabis and various crops cultivation**



This Token Crowd-Sale Agreement (this “Agreement”) is made as of this December 10st 2017 (the “Effective Date”) by and between yourself (the “User” or “Purchaser” or “You”) and ATF (Pty) Ltd., a company Agro Tech Farm limited by shares (the “Company” or “ATF”) (each, a “Party” and together, the “Parties”).

The Company provides a service selling Tokens that will be used as a currency accepted by the ATF Crowdfunding Service specializing in agro appliances manufacturing (the “Site” or “ATF”), as more fully described in Exhibit A hereto.

The Company is creating ETH digital tokens (“Tokens” or “ATF Tokens”) intended to act as tokens of utility that customers will be required to use to purchase ATF agro appliances for crops cultivation.

The Company is engaging in a Crowd-Sale of Tokens (the “Crowd Sale”) as per the terms of ETH smart contract consisting of a source code on the terms set forth herein. The risks associated with participation in this Crowd-Sale are more fully described in Exhibit C.

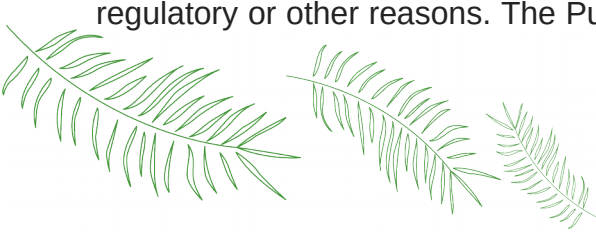
## 1. BASIC PRINCIPLES

THIS CROWD-SALE IS NOT OPEN TO U.S. CITIZENS (as defined in 8 U.S.C. Subchapter III), U.S. PERSONS (as defined in 17 C.F.R. 230.902(k)) NOR TO CITIZENS/RESIDENTS OF SOUTH AFRICA. TOKENS ARE THEREFORE NOT OFFERED BY THE COMPANY TO U.S. CITIZENS, U.S. PERSONS OR SOUTH AFRICAN CITIZENS/RESIDENTS. YOU HEREBY AGREE AND COMMIT THAT YOU ARE NEITHER A U.S. CITIZEN, U.S. PERSON NOR A CITIZEN OR RESIDENT OF SOUTH AFRICA. YOU ACKNOWLEDGE THAT ANY PURCHASE OF TOKENS BY A U.S. CITIZEN, U.S. PERSON OR A SOUTH AFRICAN CITIZEN/RESIDENT IN THIS CROWD-SALE WILL BE RENDERED NULL AND VOID. IF YOU ARE NOT SURE IF YOU ARE A U.S. CITIZEN, U.S. PERSON OR SOUTH AFRICAN CITIZEN/RESIDENT YOU ARE ADVISED NOT TO PARTICIPATE IN THIS CROWD-SALE.

By transferring fiat or crypto currency to the Ethereum platform system and/or calling the corresponding function of ATF Tokens (which have been given by the Company, at its sole discretion, to members of the community and other supporters as reward for their support of the ATF Project), the Purchaser understands and accepts that the Purchaser makes a contribution into a Ethereum System for the development of the ATF Project (“Contribution”), as further described in the ATF project Whitepaper (“ATF Project” / “the Whitepaper”). For the Whitepaper and/or further information on ATF, visit: [ico.agrotechfarm.com](http://ico.agrotechfarm.com). The information contained in the Whitepaper and on the website, are of descriptive nature only, are not binding – unless explicitly referred to herein – and do not form part of these Terms.

The Purchaser understands and accepts that while the individuals and entities, including the Company, assigned to this task will make commercially reasonable efforts to develop and complete the ATF Project, it is possible that such development may fail and the User’s Tokens become useless and/or without value due to technical, commercial, regulatory or any other reason.

The Purchaser is also aware of the risk that even if all or parts of the ATF Project are successfully developed and released in full or in parts, due to a lack of public interest, the ATF Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The Purchaser therefore understands and accepts that the transfer of



fiat and crypto currency to the Smart Contract System carries significant financial, regulatory and/or reputational risks (including the complete loss of value of the created ATF Tokens if any, and attributed features of the ATF Project).

The Purchaser understands and accepts that the creation of the ATF Tokens is smart contract based and the terms and conditions governing the smart contract are set forth in the Ethereum System Code.

TO THE EXTENT THE TERMS CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR COMMUNICATION CONTRADICT TO THE ONES SET FORTH IN THE ETHEREUM CONTRACT SYSTEM, THE TERMS OF THE ETHEREUM CONTRACT SYSTEM PREVAIL.

Neither this document nor any other document or communication may modify or add any additional obligations to the Company, the developer of the Ethereum Contract System and/or any other person. By transferring crypto and fiat currency to the Ethereum Contract System and/or by using pre-purchased ATF Tokens, the Purchaser clearly and explicitly agrees to all the terms and conditions set forth in the Ethereum Contract System Code existing on the Ethereum blockchain and in this document (together the "Terms"), which is incorporated by reference herein.

THE PURCHASER FURTHER CONFIRMS TO HAVE CAREFULLY REVIEWED THE ETHEREUM CONTRACT SYSTEM CODE, ITS FUNCTIONS AND THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT TO FULLY UNDERSTAND THE RISKS AND COSTS OF CREATING ATF TOKENS AND CONTRIBUTING INTO A ETHEREUM CONTRACT SYSTEM FOR THE DEVELOPMENT OF THE REAL PROJECT.

This document does not constitute a prospectus of any sort, is not a solicitation or application or requisition for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of a Ethereum Contract System.

By transferring crypto and fiat currency to the Ethereum Contract System and/or receiving ATF Tokens, no form of partnership, joint venture or any similar relationship between Purchasers and ATF Limited and/or other individuals or entities involved with the deployment of the Ethereum Contract System and the setting up of the ATF Project is created.

The Contribution into the Ethereum Contract System will involve cryptocurrencies: ETH.

## **2. RESERVATION OF TOKENS FOR CROWD-SALE; POST-CROWD-SALE ALLOCATION PROCESS; REFUNDS.**

Soft Cap/Hard Cap for Tokens Reserved for Crowd-Sale:

On the pre ICO the maximum number of tokens is limited to hard cup - 500 ETH and no more than 60.000 ATF tokens can be issued. On the ICO the number of tokens is limited to Soft Cup of 1 300 000 USD and Hard Cup - 10 000 ETH. The maximum number of Tokens to be issued in the Crowd-Sale will be 1 431 000 Tokens.

Delivery of Tokens:

Tokens will automatically be credited to the Purchaser and be able to be sold on exchanges as soon as listing is approved.



#### Purchaser's Right to a refund:

In the main ICO we will refund if we do not reach the Soft Cap of minimum \$1,300,000, for it would mean that the interest industry is low and the working capital would not be enough.

### **3. PURPOSE AND USE OF TOKENS IN THE ECOSYSTEM; POSSIBLE MIGRATION OF TOKENS**

Purchase, ownership, receipt, or possession of Tokens carries no rights, express or implied, other than the right to use Tokens to enable usage of and interaction with the Services ATF product, if successfully completed and deployed. The Purchaser understands and accepts that Tokens do not represent or confer any ownership right or stake, share, security, intellectual property rights or any other form of participation in or relating to the ATF and/or Company and its corporate affiliates, other than any rights relating to the provision and receipt of Services in the ATF, 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.

The Company reserves the right to migrate the ATF Tokens to another protocol in the future should the Company determine, in its reasonable discretion, that doing so is necessary or useful to the operation of the ATF Company.

### **4. SCOPE**

Unless otherwise stated herein, this Agreement only governs the Purchaser's purchase of Tokens from Company during the Crowd-Sale.

Any use of Tokens regarding providing or receiving Services may be governed by other applicable terms and conditions and policies.

### **5. ELIGIBILITY**

To be eligible to participate in the Crowd-Sale, it is recommended that the Purchaser have a Ethereum wallet that supports the ATF token standard to receive any Tokens purchased from the Company (the "Token Receipt Address"). Payment for Tokens may be executed in ETH. The Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

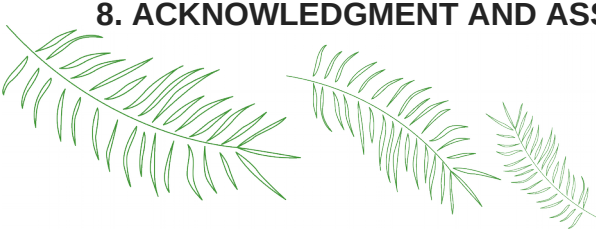
### **6. CANCELLATION; REFUSAL OF PURCHASE REQUESTS**

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. The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.

### **7. TOKEN ALLOCATION**

Important information about the Company's creation and intended use of the Tokens is provided in Exhibit B. By purchasing Tokens, the Purchaser acknowledges that the Purchaser has read and understands Exhibit B.

### **8. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**





THE PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ATF, AS DISCLOSED AND EXPLAINED IN EXHIBIT C. BY PURCHASING TOKENS, THE PURCHASER CLEARLY AND EXPLICITLY ACKNOWLEDGES AND ASSUMES THESE RISKS.

## **9. SECURITY**

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

## **10. PERSONAL INFORMATION**

The Company may determine, in its sole discretion, that it is necessary to obtain certain information about the Purchaser to comply with applicable laws or regulations regarding selling the Tokens to the Purchaser. The Purchaser agrees to provide the Company such information immediately without delay upon request. The Purchaser acknowledges that the Company may refuse to sell the Tokens to the Purchaser until the Purchaser provides such requested information and has determined that it is permissible to sell the Purchaser Tokens under applicable laws or regulations.

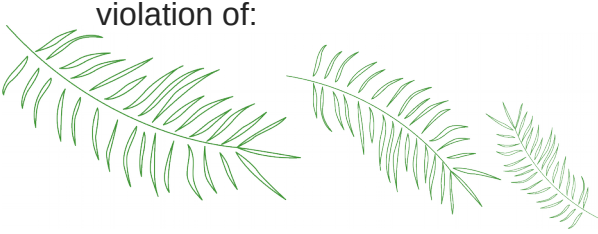
## **11. TAXES**

Any amounts that the Purchaser pays for the Tokens are exclusive of all applicable taxes. The Purchaser is responsible for determining what, if any, taxes apply to the Purchaser's purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also the 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.

## **12. COMPANY REPRESENTATIONS AND WARRANTIES**

The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

The execution, delivery and performance by the Company of this Agreement is within the power of the Company and, other than with respect to the actions to be taken when the Tokens are to be sold to the Purchaser, has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of:





its current certificate of incorporation or bylaws, any material statute, rule or regulation applicable to the Company or any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

No consents or approvals are required regarding the performance of this Agreement, other than:

the Company's corporate approvals, any qualifications or filings under applicable laws, and necessary corporate approvals for the authorization of a Token Sale.

### **13. PURCHASER REPRESENTATIONS AND WARRANTIES.**

The Purchaser has sufficient understanding of technical and business matters (including those that relate to the Services ATF), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens;

The Purchaser has read and understands the terms and conditions of this Agreement (including all Exhibits);

The Purchaser understands the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledges and assumes all such risks;

The Purchaser has obtained sufficient information about the Tokens and the Services to make an informed decision to purchase the Tokens;

The Purchaser understands that the Tokens confer only the right to provide and receive Services, and confer no other rights of any form with respect to the ATF or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

The Purchaser is purchasing Tokens solely for receiving Services and supporting the development, testing, deployment and operation of the ATF, being aware of the commercial risks associated with the

Company. The Purchaser is not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;

THE PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING OF TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM AS PROVIDED IN SECTION 8 ABOVE AND AS FURTHER DESCRIBED IN EXHIBIT C;

The Purchaser's purchase of Tokens complies with applicable laws and regulations in Purchaser's jurisdiction, including, but not limited to, legal capacity and any other threshold requirements in the Purchaser's jurisdiction for the purchase of the Tokens and entering into contracts with the Company, any foreign exchange or regulatory restrictions applicable to such purchase, and any governmental or other consents that may need to be obtained;

The Purchaser will comply with any applicable tax obligations in the Purchaser's jurisdiction arising from the Purchaser's purchase of Tokens;

If Purchaser is purchasing Tokens on behalf of any entity, the Purchaser is authorized to accept the terms of this Agreement on such entity's behalf and that such entity will be responsible for breach of this Agreement by the Purchaser or any other employee or agent of such entity (references to "Purchaser" in this Agreement refer to Purchaser and such entity, jointly);





The Purchaser is not a US Citizen, as defined in 8 U.S.C. §1401, nor is the Purchaser a US Person as defined in 17 C.F.R. §230.902(k)

The Purchaser is not a citizen/resident of either South Africa.

The Purchaser is not:

a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act,

a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or

an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S.

Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. The Purchaser agrees that if the Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, that Purchaser will immediately cease using the Services. If the Purchaser is registering to use the Services on behalf of a legal entity, the Purchaser further represents and warrants that:

- such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and
- the Purchaser is duly authorized by such legal entity to act on its behalf.

#### **14. INDEMNIFICATION**

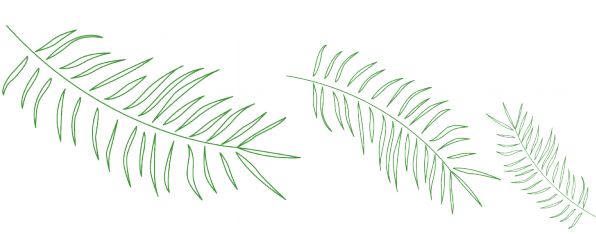
To the fullest extent permitted by applicable law, the Purchaser will indemnify, defend and hold harmless the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

- The Purchaser's purchase or use of Tokens,
- The Purchaser's responsibilities or obligations under this Agreement,
- The Purchaser's violation of this Agreement, or
- The Purchaser's violation of any rights of any other person or

The Company reserves the right to exercise sole control over the defense, at the Purchaser's expense, of any claim subject to indemnification under Section 14 (par 1). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Purchaser and the Company.

#### **15. DISCLAIMERS**

FULLY PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY THE COMPANY, (A) THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND COMPANY EXPLICITLY DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT,





COMPANY DOES NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET PURCHASER'S REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS WILL BE CORRECTED, AND (C) COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all the exclusions of warranties and disclaimers in this Section 15 may not apply to the Purchaser.

## **16. LIMITATION OF LIABILITY**

FULLY PERMITTED BY APPLICABLE LAW:

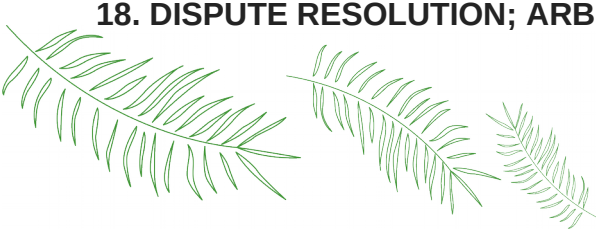
IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT PURCHASER PAID TO COMPANY.

THE LIMITATIONS SET FORTH IN SECTION 16 (par 1) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 16 may not apply to the Purchaser.

## **17. RELEASE**

Fully permitted by applicable law, the Purchaser releases the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. The Purchaser clearly and explicitly waives any rights the Purchaser may have under any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which the Purchaser may know or suspect to exist in the Purchaser's favour at the time of agreeing to this release.

## **18. DISPUTE RESOLUTION; ARBITRATION**







### Binding Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Cyprus Arbitration Rules as at present in force and may be amended by the rest of this clause. The appointing authority shall be the Cyprus International Arbitration Centre. The place of arbitration shall be in Cyprus. There shall be three arbitrators presiding.

## 19. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed and enforced in accordance with the laws of the state of Cyprus, without regard to conflict of law, rules or principles that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to this Agreement that is not subject to arbitration will be resolved in the courts of Cyprus.

## 20. SEVERABILITY

If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

## 21. MISCELLANEOUS

Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company.

In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

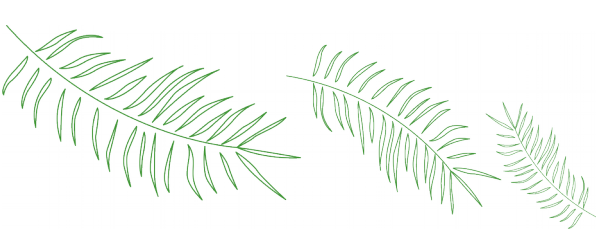
All rights and obligations hereunder will be governed by the laws of Cyprus, without regard to the conflicts of law provisions of such jurisdiction.

## EXHIBIT A | DESCRIPTION OF THE COMPANY, SERVICE AND TOKENS

ATF is a new Ethereum governed system that applies Blockchain technologies to the enormous agro manufacturing industry, giving greater access to global investment in agro technologies, lowering barriers to entry, and increasing market liquidity. Key to our system is the innovation of ATF Tokens, a unique Blockchain-secured digital asset with inherent value as a secure cryptocurrency, which may be traded or used to participate in Crowd funding by purchasing ATF token on our platform.

Our platform will offer an effective method of investing and securing the value of the agro appliances markets for effective cultivation.

On our upcoming Crowdfunding site, our users will acquire economic rights of purchasing ATF appliances for cultivation with up to 250 USD discount by paying with ATF Tokens. When users purchase Tokens, as with any cryptocurrency they may choose to keep or trade these Tokens.





## **EXHIBIT B | CREATION AND ALLOCATION OF TOKENS BY THE COMPANY**

### **Token Sale Details**

The launch of the ATF Token is organized around Ethereum contracts accepting crypto and fiat currencies. Participants willing to contribute to and support the development of the ATF Token can do so by sending Ether currencies to the designated platform. By doing so contributors create ATF tokens at the rate of 1 ATF per 0.012 ETH (0.008 ETH in Pre-ICO). The pre-sale of ATF Tokens commences on 16/02/2018.

ATF Tokens will automatically be credited to the Purchaser.

In the main ICO we will refund if we do not reach the Soft Cap of minimum \$1,300,000, for it would mean that the interest industry is low and the working capital would not be enough.

### **Contacting Us**

If there are any questions regarding this privacy policy, you may contact us using the information below.

[ico@agrotechfarm.io](mailto:ico@agrotechfarm.io)

