

PARKSEN – PARQ FOUNDATION TOKEN SALE TERMS OF USE

Dated: May 9th, 2018

This document serves as a Token Sale Terms of Use (“Terms of Use”, “Terms”) between you (“Purchaser”, “User”, “you”), Parksen and the ParQ Foundation, both Dutch companies located at Paasheuvelweg 50 in Amsterdam, the Netherlands (“Parksen”, “Company”, “Companies”, “us”). Together, each one of you, Parksen and the ParQ Foundation will be considered a “Party” (or “Parties” collectively).

The Purchaser is required to read the Parksen Whitepaper, accompanying Privacy Policy and Token Sale Agreement before buying PARQ tokens, these documents can be found on the <https://www.parqtoken.com> website. When purchasing tokens, you will have to agree to these Terms, as well as the Terms in our other legal documentation. If you have any additional questions, please don’t hesitate to send us a message through support@parqtoken.com.

ACCEPTING THE TERMS OF USE FOR PARQTOKEN.COM

Upon entering and using the [parqtoken.com](https://www.parqtoken.com) website (our or this “Website”), you automatically agree to the following terms of use (“Terms”) and the accompanying Privacy Policy (“Policy”) and Token Sale Agreement (“Agreement”). This document is subject to periodic changes based on the shifting industry and all applicable laws and regulations. Please make sure to properly read the Terms. If you do not agree to them, please refrain from using our Website or any of the included information, links and content.

Changes to the Terms may be done at any time, without any prior notice, at Parksen’s sole discretion. Parksen suggests you visit the Terms regularly to keep up to date with any changes. Continued use of our Website and all its content will confirm your acceptance of the updated Terms.

Parksen holds all rights, title and interest in and to this Website and Services, including all copyrights, patents, trade secrets, trademarks, other intellectual property, trade names graphics, scripts, videos, text, software, code, files, content, information and any and all Whitepaper related content. Nothing may be copied, imitated without the explicit written permission of Parksen.

Parksen may Gather information about the visitors to our Website. With this information we hope to create informative design and offer a user-friendly experience. More information on what happens to that data can be found in our Privacy Policy.

1. USAGE BY AND LIMITATIONS FOR RESTRICTED PERSONS

- 1.1 Our Website and the accompanying services (Services) are not available for restricted persons ("Restricted Person", "Restricted Persons") that: are residents of countries that do not allow Restricted Persons to participate in any ICO related activities by local or international applicable laws or regulations, or countries that will enforce laws after these Terms have become active.
- 1.2 Purchasers that use our Website and Services are obligated to verify that they are not Restricted Persons. Parksen Parties are not liable for any legal action that may be taken against Restricted Persons as a result, nor do Parksen Parties solicit usage or purchases by Restricted Persons in any way.
- 1.3 Restricted Persons that use our Website and Services, and who do so on an unauthorized basis, may see any and all transactions and operations entered in by the Restricted Persons on our Website null and void.
- 1.4 Restricted Persons using the Website or Services shall be held solely liable for any Damages and shall subsequently hold Parksen Parties harmless from any related losses.

2. WEBSITE USER POLICY

By agreeing to these Terms, the User acknowledges, understands and agrees not to:

- 2.1 publish, post, send, upload, submit or display any information or material and/or otherwise engage in any conduct that is unlawful, discriminatory, harassing, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- 2.2 display, upload or transmit material that encourages conduct that may constitute a criminal offence or otherwise violate or breach any applicable laws, regulations or code of practice;
- 2.3 interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others usage of this Website;
- 2.4 violate any applicable laws or regulations;

- 2.5 use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;
- 2.6 create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or a Parksen representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
- 2.7 mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
- 2.8 disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/packet headers or otherwise manipulating normal identification information);
- 2.9 violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;
- 2.10 upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- 2.11 send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional material; |
- 2.12 access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;
- 2.13 obtain unauthorized access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;

- 2.14 attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
- 2.15 obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;
- 2.16 harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;
- 2.17 use any part of this Website other than for its intended purpose; or
- 2.18 use this Website to engage in or promote any activity that violates these terms.

3. IDEMNIFICATION AND DISCLAIMER

The Parksen Parties are not liable to the Purchaser for any kind of damages, even and if notwithstanding the extent a Parksen Party has been informed about such damages. To the fullest extent permitted by applicable law, the Purchaser disclaims any right or cause of action against Parksen. The Purchaser hereby acknowledges, understands and agrees to not seek any refund, compensation or reimbursement from a Parksen Party for all damages, claims, losses and costs that arise from or relate to:

- 3.1 access to or the use of our Website or Services;
- 3.2 your created user content;
- 3.3 any provided feedback you might have given; or
- 3.4 the violation of these Terms.
- 3.5 This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Parksen.
- 3.6 You fully acknowledge, understand and agree that using our Website and Services purchasing PARQ Tokens is entirely at your sole risk and that the Services are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind.