

# Public Offer Agreement

## General information

1.1. This offer (hereinafter referred to as the Offer) contains the terms of the agreement on the use of the E-chat messenger service (hereinafter referred to as the Service), which provides messaging services as well as voice and video calls, electronic financial transactions, and other services to users around the world. A detailed description of the Service is available in the Mobile client and on the website of the Service:

Website (<https://echat.io/>)

Android (<https://play.google.com/store/apps/details?id=com.etao.echat>)

App Store (<https://itunes.apple.com/ua/app/e-chat/id1218095272?mt=8>)

1.2. These terms and conditions for the provision of services (hereinafter referred to as the Terms and Conditions) are deemed to be accepted by the User and become effective from the moment of the installation or use of our application, service, functions, software or website (collectively, the Services) and is valid for an unlimited period of time, as long as the User uses the Service.

## 2. Terms and definitions

Service - E-chat application, runs a set of activities aimed at providing the User with Services.

User - an individual having full legal capacity under the current legislation of his/her country, who has performed actions confirming the conclusion of the contract by accepting the Conditions of this Offer, and possessing Authentication data for accessing the Service for personal use.

Parties - the Service and a User.

Authentication data - unique login and password of the User, as well as other data used to access and use the Service, as well as cellular channels.

Mobile application - software installed on a user device supporting the installation of such software, allowing the User to use the following Services of the Service: Tokens, Wallet, Account, Cryptocurrency, Transactions.

## 3. Terms of Use

3.1. Sign up. When signing up for the Service, the User must use accurate and reliable data and indicate the actual phone number. The user agrees to receive SMS-messages and phone calls (from us or third-party partner organizations) with codes required for registration in our Service.

3.2. The address book. The user provides and confirms that he/she has the right to grant us access to telephone numbers stored in the address book of his/her mobile phone in order to ensure the operation of our Service.

3.3. Age. The user has the right to use our Service only if he/she has already turned 18 years (or depending on the established legal adult age of the User according to the current legislation of his/her country).

3.4. Devices and software. In order to use our Service, the User must possess certain devices, software and Internet connection. By using our Service, the User agrees to download and install updates to our Service, allowing updates in automatic mode.

3.5. Tariffs and taxes. E-chat messenger service is free of charge, however, the User is obliged to pay for the mobile operator's services according to the current tariffs, as well as some other functions of the Service and taxes thereon, if such are stipulated by the legislation of the User's country.

#### **4. Rights and obligations of the parties**

4.1. The Service undertakes to:

4.1.1. Provide the Services to the User, described in detail in the Mobile application and on the website of the Service <http://www.echat.io/>.

4.1.2. Provide the User with all necessary technical and information support related to the use and provision of services by the Service.

4.1.3. Do not disclose the personal data of the User to third parties, except for cases of violation of the Terms of Service by the User and take all necessary measures for the security and protection of information exchanged during the use of the Service.

4.1.4. In case of impossibility of provision of the Services under this Offer, notify the User about this with a mandatory indication of the reason for the impossibility of providing the Services.

#### **4.2. The User undertakes to:**

4.2.1. Specify reliable and accurate data and requisites necessary for the Service to perform the provided Services.

4.2.2. Get acquainted with this Offer and fulfill it, as well as other Terms of Service and additional annexes.

4.2.3. Observe the generally accepted rules of conduct, behave respectfully and correctly with regard to employees and management of the Service, alongwith other Users. We forbid: insults of any kind, disrespectful treatment and obscene language in relation to the Service, its employees and other Users;  
inciting interethnic and religious hatred and calls for violence;  
flood - the placement of information of the same type, one repeating phrase, or the same graphic files;  
distribution of malicious links;

any deception and attempts to mislead the Service and other users.

4.2.4. Prevent unauthorized third party access to the device on which the Services provided by the Service are used, as well as to information related to the Authentication Data.

4.2.5. Do not carry out any illegal financial transactions, illegal trade, money laundering operations, and/or any other financial operations that violate the current legislation of Hong Kong, the official legislation of the country within which the User resides or the country of his/her citizenship.

### **4.3. Service has the right to:**

4.3.1. In case of violation of the Terms and Conditions of the Service - block the account of the User.

4.3.2. Suspend the Service for technical maintenance of the software update.

4.3.3. To distribute information and news of the Service via e-mail and using other requisites with the consent of the User.

4.4. The user has the right to:

4.4.1. Use the Service in its entirety in the sequence defined by the Service.

4.4.2. Terminate this Offer unilaterally, by removing the mobile application of the Service from the mobile device of the User.

4.5. Liability of the parties

4.5.1. The Service is not liable for and does not compensate for losses caused by improper use of the Service by the User.

4.5.2. The Service is not liable for errors, omissions, and delays made on our behalf, including those caused by the actions of mobile operators.

## **5. The order of the initial tokens offering by the Service**

5.1. The information on the price of one token placed on the ICO, the total number of distributed tokens, the period of the initial placement of the tokens, the bonuses provided during the initial placement of the tokens, and the terms of the Service are stated on the official ICO website <https://ico.echat.io/>

5.2. Distribution of funds collected during the initial tokens offering of the Service. The funds raised during the ICO will be invested in the further development of the application, the improvement of its functions, the global marketing program.

5.3. Service's Tokens acquired during the initial coin offering do not give the right of the ownership, voice, or any participation in the management of the company or project, and perform the internal functions of the application.

## **6. Information alterations**

6.1. This Offer can be supplemented and changed by the Service management without any notification made to the User. Changes take effect on the day of publication of the Offer on the Service.

## **7. Force Majeure**

7.1. The parties are not liable for delays or non-fulfillment of their obligations under this Offer and / or arrangements, as a result of force majeure circumstances, including (but not limited to) natural disasters, acts of governmental or regulatory authorities, wars, fire, floods, explosions , terrorism, rebellion, civil unrest, hacker attacks, lack or poor functioning of energy supply, Internet services, communication networks or other systems, networks and services.

## **8. Other provisions**

8.1. This Offer is governed by and construed in accordance with the law of Hong Kong.

8.2. All disagreements on the Offer are resolved through peaceful negotiations. If it is not possible to resolve the dispute peacefully, it shall be referred to a court of general jurisdiction at the location of the Service.

8.3. Recognition in court of any provision of this Offer as invalid does not entail invalidity of the Offer as a whole.

8.4. The company, E-chat, {web site/messenger/project} is offered to you, the user ("User"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. User access and use of this company {site/messenger/project} constitutes acceptance of these terms and conditions, whereas the user has been fairly warned by company of risky character transactions, conducted in accordance to this agreement and that risk could potentially be significant. Before Acceptance of this Agreement, the User has both opportunity to increase own funds in Personal Account and risks to lower them directly to full loss.

## **9. Service requisites**

All transactions carried out by the User with the help of this Service are made in accordance with the legal requisites established on the official website of the Service <http://www.echat.io/>

