



Token Sale Agreement

TimeCapsule Token (TCA)

Version 1.0 (April 2024)

Introduction

This Token Sale Agreement ("Agreement") is made between TimeCapsule Token (the "Company") and you ("Purchaser"), effective upon the date of digital acceptance. By purchasing TimeCapsule Tokens (TCA), the Purchaser agrees to be bound by this Agreement, the terms of which are outlined herein.

Definitions

- "Tokens" refers to the ERC-20 compatible TimeCapsule Tokens (TCA) which are cryptographic tokens on the Ethereum blockchain.
- "Sale Period" refers to the timeframe during which the Tokens will be available for purchase by the Purchaser.
- "Smart Contract" refers to the Ethereum smart contract from which the Tokens are purchased.

Sale of Tokens

- **Offering:** The Company hereby offers a specific number of TCA Tokens for purchase under the conditions stated in this Agreement and related materials, during the Sale Period.
- **Acceptance of Purchase:** Purchaser's purchase of Tokens during the Sale Period constitutes acceptance of this Agreement's terms.

Purchase Price and Payment

- **Price:** The price per Token will be fixed and made clear to the Purchaser at the start of the Sale Period.
- **Payment Methods:** Payments for the Tokens can be made in ETH, BTC, or other cryptocurrencies specified by the Company, at exchange rates determined by the Company at the time of the sale.

Purchaser Representations and Warranties

- The Purchaser represents and warrants that:
 - They are of legal age to form a binding contract.
 - They are legally permitted to purchase and hold Tokens.
 - They are purchasing Tokens solely for the purpose of accessing or interacting with the Services provided by the Company, not as an investment or for any speculative purpose.
 - All information submitted to the Company during the account setup and Token purchase is accurate and truthful.

Use of Proceeds

- The proceeds from the Token sale will be used by the Company as described in the Whitepaper and related marketing materials, which may include but are not limited to development, marketing, and legal compliance.

Risks

- Purchaser acknowledges and agrees that there are risks associated with purchasing Tokens, holding Tokens, and using Tokens for providing or receiving Services in the ecosystem, including (but not limited to) the risk of losing all amounts paid.

Limitations of Liability

- The Company will not be liable for any loss or damage incurred by the Purchaser as a result of the purchase or use of Tokens beyond the amount of money paid by the Purchaser for such Tokens.

Indemnification

- The Purchaser agrees to indemnify, defend, and hold the Company harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of the Purchaser's breach of this Agreement, or the Purchaser's violation of any law or the rights of a third party with respect to any Tokens purchased.

Dispute Resolution

- All disputes arising out of or in connection with this Agreement shall be resolved by arbitration in accordance with the Arbitration Rules of [Specify Arbitration Association].

Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- **Amendment:** No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

Contact Information

For questions or concerns regarding this Agreement, please contact the Company at info@timecapsuletoken.com.