

## Terms and Conditions

### 1 – Terms and definitions

These terms define the terms of use of the Sand Coin smart contract and tokens on the decentralized distributed Ethereum blockchain.

The nature and use of smart contracts and tokens.

Sandcoin smart contract (the “smart contract” or “software”) is the software deployed and running on the decentralized distributed Ethereum blockchain (the “Network”).

A third-party platform is a resource that allows transferring tokens to its users.

Originally, this software was developed and deployed by Loire Corporation Limited (the “Company” or “We”, or “Us”, or “Our”).

Sandcoin tokens (the “Tokens”) are part of the Software and ensure its interaction with the Network.

By using a smart contract, including its tokens, You expressly acknowledge and represent that You (the “User” or “You”, or “Your”) have carefully reviewed and accepted this Agreement between You as a User and the Company.

The offer is a public offer. The acceptance (confirmation) of this Offer shall be the purchase of SAND COIN.

THE SOFTWARE, INCLUDING TOKENS, IS PROVIDED “AS IS” WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. UNDER NO CIRCUMSTANCES THE AUTHORS OR AUTHORS’ PARTNERS WILL BE LIABLE FOR ANY CLAIMS, LOSSES OR OTHER LIABILITIES FOR DAMAGES, IN CONTRACT OR IN TORT, ARISING IN CONNECTION WITH THE SOFTWARE OR TOKENS, OR THEIR USE OR OTHER DUTIES IN THE SOFTWARE OR TOKENS.

2.1 On the terms and conditions set forth herein You agree to purchase, and We agree to sell, SAND COIN.

2.2 SAND COIN distributed during the sale period will amount to 100% of the total number of Tokens. SAND COIN will be created and provided to You against payment.

The price of SAND COIN is denominated in US dollars. 1 SAND COIN is equal to 1.25 to 1.35 US dollars. SAND COIN are paid on Ethereum. The price will change as SAND COIN are sold through ICO.

2.3 The purchase price for SAND COIN does not include all applicable taxes. You are responsible for determining which taxes, if any (in Your country of residence, in the country of which You are a resident), apply to the purchase of SAND COIN. You are also responsible for withholding, collecting, reporting and transferring the correct taxes to the appropriate tax authorities.

2.4 The number of Tokens implemented in the software is 3,400,000, the software does not allow changing the number of implemented Tokens after the deployment of a smart contract on the Network.

2.5 If You use third party services, such as a third-party payment system, when signing a proposal, You are solely responsible for the actions of such third parties.

2.6. SAND COIN distributed in sign of recognition of funding will amount to 100% of the total number of SAND COIN.

2.7 We have the right to refuse or cancel requests for the purchase of SAND COIN at any time at our own discretion.

3.1 The buy back of SAND COIN will start nine (9) months after the end of fundraising. As part of the buy back, 10% of SAND COIN will be bought back every year, with further burning, annually until 50% of SAND COIN is bought back from the market. The buy back will be carried out by Loire Corporation Limited.

3.2 You get the right to exchange SAND COIN for the corresponding volume of cubic meters of sand calculated on the basis of 1 SAND COIN per 1 cubic meter of sand. Tokens can be exchanged on the

territory of Timkovo sand pit in Noginsky District of Moscow Oblast and other sand pits listed on the official site sandcoin.io.

The exchange procedure will be as follows: an owner of SAND COIN shall address the Russian agent of Loire Corporation Limited, Selik Light LLC, a company for which the Russian side has reserved the sand in the pit, and to which, after the ICO, we will transfer the funds for reserved sand for SAND COIN buyers. We buy out SAND COIN from the owner through mediation of our Russian agent and at the same time instruct our Russian agent to ship out the reserved sand we already paid.

3.3 If it is decided to use SND Tokens in different sand pits and other locations online and offline, we reserve the right to publish this information on our website.

3.4 SAND COIN is not a financial surrogate or money.

4.1 Code of the software is open and published on <https://github.com/sndtoken/ico>. Due to the nature of the Network code of the working software, it can not be changed after deployment.

4.2 We do not guarantee that the Site meets Your requirements, that access to the Site will be provided continuously, quickly, securely and without errors.

4.3 Software and hardware errors, both on Our and on Your side, which led to that You were unable to get access to the Site, its software and tokens, shall be events of force majeure and the basis for releasing Us from liability for non-fulfillment of obligations.

4.4 We reserve the right to use all results of intellectual activity. You are not entitled to use any results of intellectual activity without Our prior written consent.

4.5. Access to third-party content can be provided to You on certain conditions and with unambiguous consent of third parties. You use third-party content at Your own risk. We are not responsible for any costs or damages incurred by You when using such content. We do not guarantee the correctness or accuracy of the information provided by third parties. However, we reserve the right to restrict access to third-party content through the Site.

5.1. You shall take reasonable and appropriate measures to ensure safe and confidential access to any device related to Account Data, access to email related to Account Data, and email related to the electronic purse You use on our Site.

5.2. We take necessary and sufficient legal, organizational and technical measures to protect the information provided by You from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties with it.

5.3. Intentional attacks on the Site shall exclude our responsibility.

5.4. When You create an account on the Site and use Tokens, We can collect and store contact information (name, address, phone number, email and other similar information).

Before we permit the use of the Site and Tokens, we may require to, and You shall provide additional information (any data that can be used for identification purposes and may be required to comply with applicable laws).

5.5 When You use the Site, we collect information about Your transactions (e.g. date, time and amount of transaction) and other actions on the Site.

5.6. We reserve the right to provide Your personal data only to those financial, law enforcement, judicial and other competent authorities, the disclosure of information to which is provide for by the law.

5.7. We will not share Your personal data with other Users of the Company or with third parties without Your consent.

5.8. We reserve the right, at Our own discretion, to cancel access to the Site and related services or any part thereof at any time without prior notice, in particular, for legal reasons related to money laundering and legal proceedings against the client.

6.1. We are responsible for failure to perform or improper performance of obligations only if there is a guilt proven. In any case, Our responsibility is limited to the amount of a fee that We transferred to You.

6.2. If You are a national or a resident of the United States of America (or an American taxpayer) or China, regardless of the exact location, You buy SAND COIN at Your own risk.

6.3. We are not responsible for any legal or monetary consequences arising from the purchase of SAND COIN by US or Chinese nationals or residents or their use.

6.4. We give no guarantees, including a guarantee that any results by using SAND COIN will be achieved and that Your expectations will be met, and are not responsible for any direct, indirect, incidental, special, consequential or punitive damages, including, but not limited to, loss of profits, reputational losses resulting from the use of SAND COIN, losses from the inability to use SAND COIN, or errors in the blockchain running.

6.5. We do not guarantee the ongoing and uninterrupted work of the Site and are not responsible for any direct, indirect, incidental, special, consequential or punitive damages, including, but not limited to, loss of profits due to errors in the Site work, or limitation on access to the Site on the territory of any jurisdiction.

6.7. We have the right to unilaterally change the terms and conditions of the Agreement. We will notify You of any change in T&C by publishing a new version of this Agreement on the Site.

6.8. We have the right to assign the rights and transfer debts on all obligations arising from the Agreement, in whole or in part. You hereby give Your consent to the assignment of rights, transfer of a debt or assignment of the Agreement to any third parties.

7.1. We and You hereby confirm that when the Agreement is executed (amended, supplemented, or terminated), as well as when the correspondence on the above issues is carried on, it is allowed to use the analogues of the Parties' handwritten signature. The Parties confirm that all notifications, messages, Agreements and documents related to the Parties' performance of obligations arising from the Agreement, signed by analogues of the Parties' handwritten signature, shall be valid and binding for the Parties. The analogues of a handwritten signature mean authorized e-mail addresses, as well as Account Data.

7.2. The Parties acknowledge that all notifications, messages, Agreements, documents and letters sent using authorized e-mail addresses shall be deemed to be sent and signed by the Parties.

7.3. This Agreement allows the use of a Token as a tool for bidding by third parties. Loire Corporation Limited is not responsible for the proper execution by trading platforms of their obligations to their users.

7.4 Loire Corporation Limited is responsible for integrating with platforms that support the ERC20 standard. All transfers of a Token between counterparties are governed by their own agreements and rules. Loire Corporation Limited is not an arbitration body for possible disagreements between third parties.

8.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be settled by arbitration in accordance with the IACC Arbitration Rules ([https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration\\_Rules/IACC](https://github.com/Cryptonomica/arbitration-rules/tree/master/Arbitration_Rules/IACC)) in the version in effect at the time of the filing of the claim.

And unless the Parties agreed otherwise in writing:

- - The language to be used in the arbitration proceedings shall be: English
- - The arbitration tribunal shall make a decision ex aequo et bono.

8.2. Any dispute arising out of or related to this Agreement is personal to you and the Company and will be resolved solely through individual arbitration. There may not be class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of group of individuals.

8.3. The Force Majeure (Exemption) clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this Agreement.

8.4. If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, such term, clause or provision will render void all the terms and conditions hereof and will 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.