



## **LEGAL DISCLAIMER**

### **Toplancer.co (TLC)**

**PLEASE READ THIS DISCLAIMER SECTION CAREFULLY. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISOR(S).**

The information set forth below may not be exhaustive and does not imply any elements of a contractual relationship. While we make every effort to ensure that any material in this white paper is accurate and up to date, such material in no way constitutes the provision of professional advice. [www.Toplancer.co](http://www.Toplancer.co) does not guarantee, and accepts no legal liability whatsoever arising from or connected to, the accuracy, reliability, currency, or completeness of any material contained in this white paper. Investors and potential Toplancer(TLC) token holders should seek appropriate independent professional advice prior to relying on, or entering into any commitment or transaction based on, material published in this white paper, which material is purely published for reference purposes alone.

Toplancer(TLC) tokens will not be intended to constitute securities in any jurisdiction. This white paper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction.

Toplancer(TLC) does not provide any opinion on any advice to purchase, sell, or otherwise transact with Toplancer(TLC) tokens and the fact of presentation of this white paper shall not form the basis of, or be relied upon in connection with, any contract or investment decision.

No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of Toplancer(TLC) tokens, and no cryptocurrency or other form of payment is to be accepted on the basis of this white paper.

#### **IMPORTANT**

You are not eligible and you are not to purchase any Toplancer(TLC) tokens if you are a citizen or resident (tax or otherwise) of the People's Republic of China ("PRC"), or other PRC Person. "PRC Person"

is generally defined as a natural person, residing in the People's Republic of China, or any entity organized or incorporated under the laws of the People's Republic of China.

Furthermore because of current regulatory uncertainty and before additional information is publicly released by the Platform on the matter, green card holders of the United States or citizens or residents (tax or otherwise) of the United States of America, Singapore or China, or other U.S., Singapore Person or PRC Person, are not eligible to participate in Toplancer(TLC) token sales.

## **1. Parties**

The parties to this agreement are Toplancer.co., and you, a purchaser familiar with blockchain software systems (“Buyer”, “User”, “You” or “Your”).

## **2. Principles**

By transferring Ether (ETH) to the Smart Contract System and the Smart Contract System creating Toplancer Tokens (“TLC Tokens”), the User understands and accepts that the User makes a contribution into a Smart Contract System for the development of the Toplancer Project (“Contribution”), as further described in the Toplancer Project Whitepaper (“Toplancer Project” / “the Whitepaper”). For the Whitepaper and/or further information on the Toplancer Project, visit: <http://www.toplancer.co/>. The information contained in the Whitepaper and on the website are of descriptive nature only, are not binding and do – unless explicitly referred to herein – not form part of the Terms.

The User understands and accepts that while the individuals and entities, including Toplancer , assigned to this task will make reasonable efforts to develop and complete the Toplancer Project, it is possible that such development may fail and User’s TLC become useless and/valueless due to technical, commercial, regulatory or any other reasons.

The User is also aware of the risk that even if all or parts of the Toplancer Project are successfully developed and released in full or in parts, due to a lack of public interest, the Toplancer Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that the transfer of ETH to the Smart Contract System and the creation of TLC by the Smart Contract System carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created TLC if any, and attributed features of the Toplancer Project).

By transferring ETH to the Smart Contract System, the User expressly agrees to all of the terms and conditions set forth in this document. The User further confirms to have carefully reviewed the Smart Contract System Code, its functions and the terms and conditions set forth in this document and to fully understand the risks and costs of creating Toplancer and contributing into a Smart Contract System for the development of the Toplancer Project

This document does not constitute a prospectus of any sort, is not a solicitation 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 Smart Contract System.

By transferring ETH to the Smart Contract System and/or receiving Toplancer Tokens, no form of partnership, joint venture or any similar relationship between the Users and Toplancer and/or other individuals or entities involved with the deployment of the Smart Contract System and the setting up of the Toplancer Project is created.

The User understands and accepts that the development and execution of the Toplancer Project will be assigned to a third party contractor, Toplancer, by releasing the amount of contributed ETH by the Smart Contract System to the wallet of Toplancer. Toplancer has the right to engage subcontractors to perform the entire or partial development and execution of the Toplancer Project. The scope of the development work will be triggered by the amount of Contributions received during the Creation Period.

The User understands and accepts that for the purpose of the development and execution of the Toplancer Project, Toplancer receives the full amount of ETH transferred to smart contracts and this ETH will be transferred to our wallet during the Pre-Sale and this ETH will not be refunded to participants and investors. This amount covers expenses, charges and other costs that may arise by Toplancer and/or its subcontractors as part of the development and execution of the Toplancer Project. It remains at Toplancer's sole discretion to decide how to allocate the funds in order to develop and execute the Toplancer Project.

The User understands and accepts that the User may not have any expectation of influence over governance on the Toplancer Project.

The User understands and accepts that the Toplancer Project will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release. User understands and accepts that as part of the development, an upgrade of the Toplancer may be required and that, if User decides not to participate in such upgrade, he may no longer use his Toplancer and that non-upgraded Toplancer may lose their functionality in full.

### **Binding Agreement**

Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of Toplancer Tokens.

This Agreement shall be effective and binding on the Parties when Buyer: (a) clicks the check box on the official [http://tokensale.toplancer.co/sign\\_up.php](http://tokensale.toplancer.co/sign_up.php), <http://www.toplancer.co> website (the "Website") to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or, if earlier (b) upon Company's receipt of payment from Buyer. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

### **3. Representation and Warranties of User**

By transferring ETH to the Smart Contract System and creating Toplancer Tokens, the User represents and warrants that:

- the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of TLC and/or the Toplancer Project in general;
- the User is NOT a U.S. citizen, resident or entity (each a "U.S. Person") nor is the User purchasing Toplancer Tokens or signing on behalf of a U.S. Person.
- the User is NOT a citizen of or resident of the People's Republic of China or an entity formed under the laws of the People's Republic of China (each a "Chinese Person") is the User purchasing Toplancer Tokens or signing on behalf of a Chinese Person
- the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
- the User carefully read and has a deep understanding of the concepts presented in the Toplancer whitepaper
- the User understands and accepts that there is no warranty or assurance that the network of miners will allocate the Toplancer to the Users as proposed by these Terms.
- the User has carefully reviewed the code of the Smart Contract System located on the Ethereum blockchain understands and accepts the functions implemented therein;
- the User is of a sufficient age to legally create and obtain Toplancer Token;
- the User understands Toplancer Tokens may have no value ;

#### **4 .Toplancer (TLC) Tokens**

The Toplancer Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the Toplancer Platform. Company does not guarantee and is not representing in any way to Buyer that the Toplancer Tokens have any rights, uses, purpose, attributes, functionalities or features.

**No Purpose.** As mentioned above, the Toplancer Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied. Although Toplancer Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, or any other kind of financial instrument

**Company's Use of Proceeds.** Buyer acknowledges and understands that the proceeds from the sale of the Toplancer Tokens will be utilized by Company in its sole discretion.

**Not a purchase of Toplancer Platform Tokens** TLC Tokens purchased under this Agreement are not tokens on the Toplancer Platform. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation made by Company that Buyer will receive any other product, service, rights, attributes, functionalities, features or assets of any kind whatsoever, including,

without limitation, any cryptographic tokens or digital assets now or in the future whether through receipt, exchange, conversion, redemption or otherwise.

**Not a Claim, Loan or Ownership Interest.** The purchase of Toplancer Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

**Not an Offering of Securities, Commodities, or Swaps.** The sale of Toplancer Tokens and the Toplancer Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of Toplancer Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

**Not an Investment.** Buyer should not participate in the Toplancer Token Distribution or purchase Toplancer Tokens for investment purposes. Toplancer Tokens are not designed for investment purposes and should not be considered as a type of investment.

Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that: (a) the Toplancer platform will ever be adopted; (b) the Toplancer platform will be adopted as developed by Toplancer . and not in a different or modified form; (c) a blockchain utilizing or adopting the Toplancer platform will ever be launched; and (d) a blockchain will ever be launched with or without changes to the Toplancer platform and with or without a distribution matching the fixed, non-transferable Toplancer Token balances. Furthermore, Toplancer Tokens will not have any functionality or rights on the Toplancer Platform and holding Toplancer Tokens is not a guarantee, representation or warranty that the holder will be able to use the Toplancer Platform, or receive any tokens utilized on the Toplancer Platform, even if the Toplancer Platform is launched and the Toplancer is adopted, of which there is no guarantee, representation or warranty made by Company.

**Not for Speculation.** Buyer acknowledges and agrees that Buyer is not purchasing Toplancer Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

**Intellectual Property.** Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

**No Ownership, Revenue or Governance Rights .** In particular, User understands and accepts that Toplancer do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the Toplancer Project and/or Toplancer.

## 5. “Pre-ICO” and Delivery

Toplancer Project, Toplancer receives the full amount of ETH transferred to smart contracts and this ETH will be transferred to our wallet during the Pre-Sale and this ETH will not be refunded to participants and investors. This amount covers expenses, charges and other costs that may arise by Toplancer and/or its subcontractors as part of the development and execution of the Toplancer Project. It remains at Toplancer’s sole discretion to decide how to allocate the funds in order to develop and execute the Toplancer Project.

Toplancer tokens are sent instantly after transfer of Minimum 0.1 ETH or more than 0.1 ETH to the Toplancer smart contract address

**Contract Address :** `0x44cdebe3093919c94ddb3d77dcef8f0836a09d1`

## 6. Non-Refundable

The User understands and accepts that all Contributions for Toplancer are final and may not be reversed. Contributions are non-refundable. By contributing for Toplancer, the User acknowledges that he has no right to request a refund for any reason, and that the User will not receive money or other compensation for any Toplancer that is not used or remains unused.

## 7. No Warranty

Company does not warrant that Your purchase will be suitable for Your purposes (or any purpose) and is offered to You without any warranty whatsoever, on an “as-is” basis. Company shall not be liable for any losses, damages, claims, economic damages, or any other money amounts related to Your purchase, to the maximum extent permitted by law, in tort, contract, negligence or any other theory of law.

## 8 Disclaimer of Risk

You agree not to hold Company responsible for issues related to the Ethereum blockchain, Toplancer, Toplancer platform, or any other related components, including failure to complete any aspect of the project in line with forward-looking technical plans or technical limitations of the project that reduces or completely eliminates the utility of Toplancer to You.

You specifically agree that Company (including its directors, officers, and employees) shall not be responsible for any of the following risks:

**No Rights, Functionality or Features.** Toplancer Tokens have no rights, uses, purpose, attributes, functionalities or features, express or implied. Toplancer Tokens do not entitle holders to participate on the Toplancer Platform, even if the Toplancer Platform is launched and the Toplancer Software’s development is finished and the Toplancer Software is adopted and implemented. Toplancer Platform. Buyer should not purchase Toplancer Tokens in reliance on the Toplancer Platform because Toplancer Tokens are not usable on the Toplancer Platform and do not entitle Buyer to anything with respect to the Toplancer Platform Reliance on Third-Parties. Even if completed, the Toplancer Software will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, properly carry out their obligations, or otherwise meet anyone’s needs, all of which might have a material adverse effect on the Toplancer and Toplancer Platform.

**Exchange & Counterparty Risks.** If Buyer sends ETH to the toplancer Token Contract from an exchange or an account that Buyer does not control, pursuant to the toplancer Token Contract, toplancer Tokens will be allocated to the account that has sent ETH; therefore, Buyer may never receive or be able to recover Buyer's toplancer Tokens. Furthermore, if Buyer chooses to maintain or hold toplancer Tokens through a cryptocurrency exchange or other third party, Buyer's toplancer Tokens may be stolen or lost. In addition, third parties may not recognize Buyer's claim to any derivative tokens if and when launched by third parties according to the distribution rules set in the toplancer . By using the toplancer Distribution Contract, using the TLC Token Contract and/or by purchasing toplancer Tokens, Buyer acknowledges and agrees that Buyer sends ETH to the toplancer Token Contract through an exchange account and/or holds toplancer Tokens on a cryptocurrency exchange or with another third party at Buyer's own and sole risk.

**Project Completion.** The development of the toplancer platform may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

**Lack of Interest.** Even if the toplancer Software is finished and adopted and the toplancer Platform is launched, the ongoing success of the toplancer Platform relies on the interest and participation of third parties like content creators. There can be no assurance or guarantee that there will be sufficient interest or participation in the toplancer Platform

**Risk associated with other applications.** The User understands and accepts that the toplancer Project may give rise to other, alternative projects, promoted by unaffiliated third parties, under which toplancer will have no intrinsic value.

**Uncertain Regulatory Framework.** The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact toplancer Tokens in various ways, including, for example, through a determination that toplancer Tokens are regulated financial instruments that require registration. Company may cease the distribution of toplancer Tokens, the development of the toplancer Platform or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

**Risk of Government Action.** As noted above, the industry in which Company operates is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of Company and/or pursue enforcement actions against Company. Such governmental activities may or may not be the result of targeting Company in particular. All of this may subject Company to judgments, settlements, fines or penalties, or cause Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the toplancer Tokens and/or the development of the toplancer platform .

**Other Risks:**

- a) vulnerabilities in underlying blockchain technology, e.g. the Ethereum platform, such as flaws in its EVM implementation or smart contract exploits; or,
- b) problems with the Ethereum blockchain that cause You to not receive Your Toplancer; or,
- c) theft or loss of Your private keys; or,
- d) vulnerabilities of the cryptographic foundations of Ethereum (upon which toplancer may rely); or,
- e) bugs or unintended operation of smart contracts related to toplancer due to Company's error, mistake, or inadvertence; or,
- f) wallet software that You use to manage toplancer may contain bugs or operate in a way that results in You losing access to toplancer .

**9. Compliance with Local Law**

There may be laws that apply to Your Pre-Order in Your jurisdiction. You shall be solely responsible for compliance with local law and shall indemnify Company against any liability (including the costs of defending against claimed liability) incurred as a result of Your non-compliance

Taxes . Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of toplancer Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with Buyer's tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

**Anti-Money Laundering; Counter-Terrorism Financing.**

To the extent required by applicable law, Buyer complies with all anti-money laundering and counter-terrorism financing requirements.

**Sanctions Compliance.** Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or toplancer Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with toplancer Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

**Funds.** The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase toplancer Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the toplancer Tokens to finance, engage in, or otherwise support any unlawful activities

**10. Limitation of Liability**

To the maximum extent permitted by applicable law, Company shall not be liable, directly or indirectly, for any indirect, economic, special, incidental, exemplary, consequential, or punitive damages, lost profits, lost revenue, lost earnings, lost tokens, corrupted wallet data, failure to realize any savings, gains, losses or any other damage or loss to You.