



Women's Coin<sup>®</sup> Community Ltd supports the United Nations 6 Principle of Responsible Banking

1. Alignment to individual and society's goals (SDG's)
2. Impact and target setting
3. Shared prosperity for current and future generations
4. Stakeholder engagement to achieve society's goals
5. Good governance and inclusive culture
6. Transparency and accountability

Although Women's Coin operates in the virtual assets, blockchain and digital currency arena the UN principles serve as a moral compass for the delivery of digital asset services in a currently unregulated space.

1.1 The Women's Coin Terms and Conditions (T&C's) govern the basis on which investors/customers (Contributor) make a contribution (a "Contribution") to Women's Coin digital currency assets

1.2 These T&Cs also set out the procedure for the subsequent allocation to you of transferable cryptographic blockchain-based digital assets, Women's Coin tokens

1.3 Contributors/Members need to read these T&Cs carefully and keep a copy for future reference.

1.4 Women's Coin digital currency is currently training on Counterparty blockchain bitcoin platform. Private investment pre-sale will open in January 2020. Contributors will be able to purchase as a Founder Member of Women's Coin Community but, as yet, they will not be able to trade.

Founders who purchase Membership will receive additional Women's Coin. 1,000 Investment receive additional 1,000 digital coins through forwarded through Counterparty Digital wallet plus certificate of authenticity to the value of coins



### **WOMEN'S COIN<sup>®</sup> TERMS AND CONDITIONS**

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Women's Coin will also issue tokens of non-financial value (a micro share) which represents the transaction of a non-financial value for example gained through volunteering, social credits, being a care giver, buying products with positive provenance, shopping in the "good" retailer, and similar activities.

Women's Coin tokens are transacted through Women's Coin mobile "app". Individuals and organisations will be able to use the "App" to record activity and be able to donate to a cause or redeem for discounts.

In this way Volunteering, Health improvement activities, Social support can be tokenised.

## ***2. Risks associated with the investment (on Counterparty blockchain platform) in Women's Coin digital currency***

2.1 Contributors should only make investment to become a founder member if they are happy to support the Women's Coin cause and any associated risks in purchasing digital currency tokens. Women's Coin is undertaking a relatively new type of fundraising through crowdsourcing. There may, therefore, be unforeseen risks of which we are currently unaware.

2.2. Risk of software weaknesses: The Software is still in an early development stage and unproven. This means that we cannot warranty that the process for receipt, use and ownership of Women's Coin digital currency will be uninterrupted or error-free

2.3 There is an inherent risk that the software and related technologies and theories we use could contain weaknesses, vulnerabilities or bugs ("Glitches"). Glitches could cause, inter alia, complete loss of Women's Coin, Zortrex data security and/or Ethereum Network.

2.4. Regulatory risk: crypto-currency and the underlying blockchain technology is currently subject to relatively light regulatory oversight. This is, however, subject to change. In the future, certain regulators or other governmental authorities may impose or extend regulations which could apply to either of these technologies.

## ***3.0 Women's Coin tradeable digital currency 2020***

### ***3.1. ERC 20***

Women's Coin digital currency is in next phase technical development to trade on the ERC 20 Ethereum platform. The next phase development will be open as a Pre-ICO crowd funding sale in 2020.

In line with the principle of ethical financing Women's Coin will ensure that the investment platform will be as secure as possible and meet current legislation for tradeable virtual assets as laid down by Governments who have created a legal framework for trading of virtual assets

### ***3.2. Mitigating cyber-security attacks and theft of data.***

Women's Coin and business partner Zortrex will offer tokenisation of personal data/payment details. Tokenisation security introduces another layer of security which is virtually un-hackable and offer greater assurance that the majority of Financial Institutions,

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Women's Coin sets itself as an exemplar in the field of data security and is ahead of the curve in presenting assurance to investors and clients using Women's Coin currency, tokenisation and payment processes

However, contributors should note

3.3. Risk of loss of private key Women's Coin digital currency may only be accessed using a private key that corresponds to the address at which it is stored. If your private key, or the "seed" used to create your address and corresponding private key is lost or stolen, your Women's Coin associated with that address will be unrecoverable and will be permanently lost.

3.4 Risk of theft: Although Women's Coin has a "high security second level tokenisation" security process it is nevertheless not impossible that the Software may be attacked by hackers or other individuals. If successful, such attacks could result in the theft or loss of Women's Coin investment

3.5 Risk of Ethereum blockchain network attack. Whilst Women's Coin has taken every possible process to secure data through "tokenisation" of personal data and payment details - it is not impossible that the Ethereum Network itself may be susceptible to security attacks.

3.6. There is the possibility of a Liquidity risk as Women's Coin is a new form of token currency and so market liquidity is not guaranteed. The value of Women's Coin over time (if any) may experience extreme volatility or depreciate in full. Lack of liquidity may cause difficulty in obtaining value should you decide to sell Women's Coin or indeed may make it difficult for you to sell your Women's Coin at all;

3.7. General economic risks: The value of Women's Coin can fall as well as rise. There is a possibility that if the market is volatile you may not get back the full amount of your investment should you sell your Women's Coin. The value of Women's Coin may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. The past performance of other cryptographic tokens is not necessarily a guide to the future performance of Women's Coin

3.8 As long as Women's Coin has acted in good faith, we do not accept responsibility for any of the risks set out above, to the maximum extent allowed by law, as a public or private company or corporation, entity.

Women's Coin and Zortrex tokenisation data software have made every reasonable efforts to audit and approved the Tokenisation security Software and Ethereum Blockchain Platform with regard to their functionality, accuracy and security standards. The technical experts have confirmed the Women's Coin Code (the "Code") has been programmed according to the most currently available security practices and standards.

3.9 However, the software and technology that Women's Coin and Zortrex data security software have used is still in an early development stage. Its application is of an experimental nature which carries significant operational, technological, financial, regulatory and reputational risks.

3.10 Therefore, while the audit raises the level of security and accuracy, Contributors should understand and accept that it does not amount to any form of warranty, either direct or indirect, that the Code does not contain any weaknesses, vulnerabilities or bugs which could cause, for example, the complete loss of Women's Coin, Zortrx tokenisation software security and/or Ethereum Network.

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#### **4. Conditions for making a “Contribution”**

4.1 If you are a resident in a country which prohibits the investment in virtual assets/digital currency then you should not make an investment in Women’s Coin digital currency.

However, if you wish to invest in Women’s Coin fiat payment card. Or if you wish to invest in the Women’s Coin (non-financial value) mobile application for token reward of voluntary work or other social good activities – then these fall outside of any country restrictions

4.2 When you make a “Contribution” to Women’s Coin or otherwise receive, use or hold Women’s Coin digital currency, you may only do so by accepting the following conditions and, by doing so, you represent that the following are a true and accurate reflection of the basis on which you are making the Contribution:

4.3 Unless we otherwise agree in writing, we have not provided you with any advice regarding whether Women’s Coin is a suitable investment

4.4 It is expected that “Contributors” have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;

4.5 Women’s Coin re-iterates that “Contributors” should be legally permitted to receive and hold and make use of Women’s Coin in your and any other relevant jurisdiction;

4.6 Contributors will need to supply Women’s Coin with all information, documentation or copy documentation that we require in order to allow us to meet financial legal requirements of anti-money laundering etc in order that Women’s Coin can accept investment and allocate Women’s Coin digital currency

4.7 Contributors will need to be legally permitted to receive software for security tokenisation including the Software and to make investment.

4.8 Nor should Contributors supply information relating to their investment or otherwise which is inaccurate or misleading;

4.9 Contributors will provide Women’s Coin and Zortrex data security with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;

4.10 Contributors will notify Women’s Coin promptly of any change to the information supplied

4.11 Contributors are of a sufficient age to legally obtain Women’s Coin and are not aware of any other legal reason to prevent purchase of Women’s Coin

4.12 Contributors take sole responsibility for any restrictions and risks associated with receiving and holding Women’s Coin including but not limited to the requirements detailed in the aforementioned section

4.13 Contributors should be aware that they are not making regulated investment, as this term may be interpreted by the regulator in your jurisdiction;

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4.14 Contributors should confirm that they are not obtaining or using Women's Coin for any illegal purpose, and will not use Women's Coin for any illegal purpose;

4.15 Women's Coin Contributors waive any right they may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the investment to Women's Coin Community and the allocation of Women's Coin and with the operation on the Ethereum blockchain platform

4.15 The allocation of Women's Coin does not involve constitute purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

4.16 To the extent permitted by law and provided we act in good faith, we make no warranty whatsoever, either expressed or implied, regarding the future success of Women's Coin, Zortrex data security software and/or the Ethereum Network.

4.17 Contributors accept that Women's Coin is created on an "as is" and "under development" basis. Therefore, provided Women's Coin act in good faith, Investors accept that we are providing Women's Coin without being able to provide any warranties in relation to Women's Coin, including, but not limited to, title, merchantability or fitness for a particular purpose; and

### **5.0 Tax Implications**

5.1. To the extent permitted by law, Contributors accept that by making investment, and/or by receiving, using or holding Women's Coin, contributors may not hold Women's Coin or any party associated with us (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from such investment, or the allocation, use or ownership of Women's Coin, or any other action or transaction under these T4.2.9 you are of a sufficient age to legally obtain Women's Coin.

5.2 Contributors should act within the parameter of their countries tax and legal framework. Some countries tax rules include taxation of profits secured from virtual assets and digital currencies. Investors should make themselves aware of the tax rules in association with any profits made from

5.3 Women's Coin does not provide, nor accept responsibility for, legal, tax or accounting advice. Tax treatment depends on your individual circumstances and may be subject to change in the future. Tax treatment depends on your individual circumstances and may be subject to change in the

5.4 Contributors have sole responsibility for determining the level of contribution, the allocation, use or ownership of Women's Coin, the potential appreciation or depreciation in the value of Women's Coin over time (if any).

5.5. Contributors to Women's Coin and business partner Zortrex data software and/or Ethereum Network may have tax implications. Investors are required to agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from them.

### **6.0 INVESTMENT VIA WOMEN'S COIN FUNDRAISING**

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6.1. Contributors will be able to purchase through Women's Coin official fundraising page [www.womenscoin.com/fundrasing](http://www.womenscoin.com/fundrasing)

Women's Coin does not participate at this stage with an exchange or other intermediaries.

6.2 It is Contributors sole responsibility to provide all necessary information to Women's Coin to allow us to both open a Women's Coin Wallet to pass the required number of coins.

6.3. Upon you making a successful payment, Women's Coin will record information regarding the quantity of Women's Coin that will be allocated to in proportion to the level stated (including any eligible bonus award). This amount will be confirmed to you by email. If the investment is in a currency other than GBP, we will calculate the amount of the Contribution on the basis of the relevant exchange rate, as set out in section 6.4

6.4 If a non-sterling payment is made the calculation will be based on the exchange rate using the historical exchange rate of the Fiat Money or crypto-currency you used at approximately the time of the Contribution. Women's Coin will determine the rate of exchange based on leading exchange and FX data providers chosen at our discretion on a best effort basis.

6.5 Women's Coin will use best endeavours to comply with the allocation of Women's Coin tokens within 4 weeks of your investment, however this is subject to Section 2, Risks of making a Contribution.

### **7.0 Non-acceptance of a Contribution**

7.1 We reserve the right not to accept investment from you if:

- to do so may involve us or you in a breach of legal and/or regulatory requirements; or
- we believe on reasonable grounds that to do so would be impracticable or against your interests
- to do so would run the risk of us suffering financial loss.

7.2. We will endeavour to inform you promptly if such circumstances arise.

### **8.0 Women's Coin Executive of Investments**

8.1. Women's Coin maintains sole discretion to decide how to use received investments to develop and execute Women's Coin humanitarian work in support of the United Nations SDG 1 Rise from Poverty and 5 Gender Equality.

8.2 A Contributor accepts that investment does not give influence over the governance or delivery of the Women's Coin humanitarian efforts.

8.3 Women's Coin can share investment to enhance the technology platform and payment/mobile app offering products

### **9.0 Communications**

9.1 All communications between parties will be in English. Communication will be by email in accordance with procedures notified to you by us (including security procedures and use of passwords).

9.2. Contributors accept that any email correspondence is deemed to have been received at the time it is sent or accessed. Response to correspondence received via email then will be made within

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7 working days. Contributors should acknowledge and accept the risks inherent in email, particularly of its unauthorised interception and of its not reaching the intended recipient.

9.3. Although Women's Coin takes all reasonable care to ensure all electronic communications and attachments sent to investors are free from any known virus or bug, Women's Coin is cannot be held responsible for any loss or damage resulting from any attack by a third party on our systems, any computer virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programmes, data or other material due to your use of our service.

9.4. Women's Coin may record and monitor conversations with Contributors or other parties for training, quality control, security purposes and/or where that is required by our legal and regulatory compliance obligations. Women's Coin will keep a record of all communications and fully comply with GDPR legislation in respect of personal data

### **10/0 Exclusion from Liability**

10.1 None of Women's Coin and Zortrex staff, business partners, developers, auditors, contractors or founders and/or the Ethereum Platform operators accept any liability in relation to use of, or inability to use Women's Coin virtual assets/currencies and tokenisation software to the maximum extent permitted by law, including as a result of any negligence or breach of contract, so long as such individuals have acted in good faith.

10.2 Under these T&Cs Contributors agree not to seek to hold any of the above persons/entities liable, for the conduct of third parties, including other creators of Women's Coin, or for any regulatory implications or liability associated with or arising from your allocation, ownership or use of Women's Coin or any other action or transaction in relation to the Ethereum Platform and/or the Ethereum Network. As such, Contributor acknowledge that the risk of creating, holding and using Women's Coin rests entirely with their selves.

10.3 Please note, however, that the above does not limit or exclude liability for fraud or death or personal injury.

### **11.0 Personal Information**

11.1 For the purposes of these T&Cs, Women's Coin is the data controller (as that term is defined in the Data Protection Act 1998 ("DPA")) of the personal information that investors provide or which we otherwise process under these T&Cs. This is because Women's Coin (either acting alone or jointly with Zortrex data security) determines why and how your personal information is processed and otherwise used in connection with your investment and Women's Coin virtual asset and digital currency. By personal information, Women's Coin mean's information which, either by itself or when combined with other information that we hold or which is available to us, can be used to identify the investor Our contact details are below if you have any queries about this.

11.2 Women's Coin will use your personal information to liaise with you in relation to your investment and Women's Coin virtual asset and digital currency allocation under these T&Cs. Women's Coin will process the following personal information in connection with your investment and allocation and wallet. your full name, your contact details (such as your email address). CCEG will process your personal information to administer your Contribution, open a Wallet for you and for the purpose of the Women's Coin virtual asset and digital currency token allocation Depending on how you make your Contribution (online via [www.womenscoin.com/fundraising](http://www.womenscoin.com/fundraising) Women's Coin may collect this personal information directly or indirectly. Women's Coin may disclose your

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personal information with third parties including subcontractors acting on our behalf such as back-up and server hosting providers, our IT software and maintenance providers and member(s) of Women's Coin Community Group of Companies

Where Women's Coin or any such third parties process your personal information outside the European Economic Area, steps will be taken to ensure that adequate levels of protection as are needed under the DPA apply are maintained.

11.3 Women's Coin may disclose your personal information to any Government or regulatory body, or to law enforcement agencies (such as the police) where required for compliance with laws and/or regulatory requirements, or for the prevention or detection of crime. In addition, Women's Coin may share your personal information with legal and professional advisors and with third parties in relation to any business restructuring such as purchasers of Women's Coin business or assets (as relevant). It may be shared with tax authorities ("HMRC") and with courts where permitted or required under applicable laws.

11.4 Under the GDPR Act Contributors have the right to request from Women's Coin a copy of any of your personal data that we hold by making a Subject Access Request (SAR). You can make a SAR by writing by email (see below). A nominal statutory fee of GBP10 may apply.

11.5 Women's Coin as an ethical company will not use your contact information with marketing agencies

## **12 Law**

12.1 Women's Coin established in Edinburgh falls under the law of Scotland and the United Kingdom. The law of the United Kingdom applies to these T&Cs and any agreement entered with Women's Coin falls within the UK jurisdiction. Any dispute arising out of or in connection with the Women's Coin fundraising, the creation of the Women's Coin and the development and execution of the digital Wallet, Zortrex tokenisation of data, and the Ethereum Platform shall be exclusively and finally settled by the ordinary courts of Scotland

12.2 If any portion of these T&Cs is found illegal or unenforceable, in whole or in part, such provision shall be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions of these T&Cs, which shall continue to be in full force and effect.

12.3 Women's Coin Community Limited is registered in Edinburgh, Scotland and operates in the United Kingdom. Consequently, all contributions, the contribution procedure, the Women's Coin creation and Women's Coin allocation are considered to be executed in the UK.

12.4 These T&Cs govern the Contributions, and the allocation, use and holding of Women's Coin, and supersede any other public statements about the launch of Women's Coin, Zortrex tokenisation of data and/or Women's Coin made by anyone.

12.5 No other document or communication may modify or add any additional obligations or covenants on us beyond those set forth in these T&Cs document, unless we explicitly state otherwise in that document.

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12.6 This document is for information purposes only. It does not constitute a prospectus of any sort, is not tended as a solicitation for investment and does not pertain in any way to making a regulated offer of securities in any jurisdiction.

12.7 Women's Coin is not an authorised firm listed by the UK Financial Conduct Authority and neither the contribution nor the Women's Coin is offered as an FCA regulated product or service.

12.8 Making a Contribution, and/or by receiving, using and holding Women's Coin will in no way create any form of partnership, joint venture or any similar relationship between you, us and/or any other individuals or entities involved with Women's Coin

12.9 Contributors may not act on behalf of any other natural or legal person when making a Contribution, including but not limited to acting as agent or trustee for or on behalf that other person.

12.10 Contributors may not assign or transfer any of your rights or responsibilities in relation to the holding of Women's Coin

12.11 Unless and to the extent we agree otherwise in writing, a person who is not a party to these T&Cs shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

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#### Further information

It is important to us that you understand the terms of your Contribution and receipt of Women's Coin. If you have any questions or complaints please let us know by emailing [contactus@womenscoin.com](mailto:contactus@womenscoin.com), or contacting us at Tokenisation Data Protection Team, Unit 17, Mid Road Industrial Estate, Edinburgh EH32 9ER our registered office address.

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