

The below listed User Agreement shall come into force for the new users upon their registration and on June 1, 2018 for the rest of the users except the new ones.

USER AGREEMENT

Introduction

This User Agreement, Terms and Conditions for the Users of Mobile Devices as well as all rules and additional terms and conditions, published at our websites, applications, media and services (hereinafter referred to as the "Services"), shall set up the terms upon which the Company provides you the access to its proprietary Services. The rules are available here for review. All rules and Conditions for the users of personal computers and mobile devices shall be the integral part of this User Agreement. You must comply with the terms of this User Agreement when you use our Services.

If you reside at the territory of the United States of America and/or you are a citizen or a resident of the United States of America, this User Agreement herewith prohibits you to use any software of the Company and conclusion of any agreements, contracts and/or protocols with the Company. As far as all other users are concerned, this Agreement shall be concluded with RIATCO LLC.

It is necessary to mention, that this User Agreement contains the terms of settlement of claims between yourself and the Company. This User Agreement also includes a section where it is explicitly stated (with several exceptions) that all your unsettled claims towards the Company or its representatives shall be settled in the approved court to render a conclusive and binding decision; subject to maintenance of the complaint procedure you (1) may lodge complaints against us or our representatives only privately but not as a plaintiff or a group member in a class-action lawsuit or a representative action or a litigation as well as (2) may seek relief (including pecuniary satisfaction, restraining orders and declaratory relief) only privately.

About the Company

The Company is a trading platform that gives the users an opportunity to purchase services on the basis of the offered terms in various places and price formats under this User Agreement. The Company is not a traditional facilitator of the auction.

Although our Services stipulate that we provide recommendations regarding prices, purchase procedure and preferences, such recommendations shall be for reference only. It is solely up to you to decide whether to follow such recommendations or not.

1. General terms and conditions

1.1. This Agreement determines the terms and conditions of use of materials and services of the website, located at the following address: <http://mytilcoin.com> (hereinafter referred to as the "Website"), by the User.

1.2. The subject of this Agreement shall be provision of access to the User to the contained and/or provided Services with the purpose of their potential purchase.

1.3. The Website is owned and used by RIATCO LLC (hereinafter referred to as the "Administrator").

1.4. Use of materials and services of the Website is governed by the norms of the current legislation of the Russian Federation.

1.5. This Agreement is a public offer. By obtaining the access to the materials of the Website the User is considered to be affiliated with this Agreement.

1.6. The Administration of the Website is entitled to change the terms and conditions of this Agreement unilaterally at any time. Such changes shall come into force immediately after allocation of the updated version of the Agreement at the Website. If the User disagrees with the introduced changes, he/she shall abandon the access to the Website and stop using materials and services of the Website.

1.7. The User of the Website shall be personally responsible for verification of this Agreement for changes to this Agreement.

1.8. According to the article 435 of the Civil Code of the Russian Federation, this Agreement is an offer. Commission of actions, stipulated by this Agreement, shall be considered as acceptance of the terms and conditions of this offer.

1.9. Registration of the personal account of the User shall be considered as acceptance of the offer.

1.10. By committing acceptance of the offer according to the procedure, set forth by the item 1.9 of this Agreement, the User herewith guarantees that he/she has read, understood, agreed with and implicitly accepted all terms and conditions of this Agreement as well as obliges to observe them.

1.11. The Agreement shall be accepted only in full (item 1 of the article 428 of the Civil Code of the Russian Federation). Upon acceptance of the terms and conditions of this Agreement by the User this Agreement shall acquire the force of the contract, concluded between the Administrator and the User. At that such contract shall not be formalized as a paper document, signed by the both Parties.

1.12. Access to services and materials, located at the Website, as well as to the rendered Services, shall be provided to the User on indemnity basis. The funds, paid by the User for provision of such access (including membership in a club), shall not be reimbursed to the User.

1.13. TILCOIN tokens shall not be subject to receipt by the residents of the United States of America and are not distributed among the people, residing at the territory of the United States of America (as specified below). If you are a citizen, a resident or an individual, located at or residing at the United States of America, including the states, territories or the District of Columbia, or any legal entity, including but not limited to any corporation or a partner network, established or arranged in accordance with the laws of the United States of America, any state, its territory or the District of Columbia (hereinafter referred to as the "Resident of the United States of America"), you shall not be entitled to purchase TILCOIN tokens.

2 Terms and definitions

2.1. Internet resource or Internet site (sites) – an Internet resource, representing an aggregate of information and items of intellectual property (including software for PCs, databases, graphic design and etc), located at the information system, access to which is provided with the use of various user devices, connected to the Internet, by means of a special software, designed to view webpages (browser) at the following address <http://mytilcoin.com> (including the domains of the next levels, related to these addresses) or mobile applications.

2.2. Offer – this document (the Agreement), located in the Internet at the following address <http://mytilcoin.com>.

2.3. Acceptance – full and unconditional acceptance of the offer by committing the actions, stipulated by the item 1.9 of this Agreement.

2.4. Administration/Company – a legal entity, established under the legislation of the Russian Federation, shall be the Administrator unless and until the relevant rights of the Administrator are transferred to another person/entity in accordance with the set practice, applicable rules and conditions. Separate functions of the Administrator could be performed by the people/entities, affiliated with the Administrator, including those in the same group with the Administrator, on the basis of the relevant contracts.

2.5. Website Administration – employees, entitled to manage the Website on behalf of the Administrator.

2.6. Website User (hereinafter referred to as the “User”) – an individual of the age, allowed by the legislation of the Russian Federation to accept this User Agreement, using the Internet resource and its Services after Registration and without it, but in any case, not younger than 18 years old.

2.7. User Agreement – this Agreement as well as any other rules and documents, regulating operation of TILCOIN project and defining the procedure of use of Services, published at the Website, including the Whitepaper.

2.8. Website contents (hereinafter referred to as the “Contents”) – protected results of intellectual activity, including texts of literary works, their names, introduction, annotations, articles, illustrations, covers, musical compositions with text or without it, graphic, text, photo, derived, composite and other works, user interfaces, visual interfaces, names of trademarks, logotypes, software for PCs, databases as well as design, structure, selection, coordination, appearance, general style and location of this Contents, included in the Website, as well as other items of intellectual property collectively and/or individually, located at the Website <http://mytilcoin.com>.

2.9. Personal account – a virtual tool of self-service of the Administrator, located at the Website <http://mytilcoin.com>.

2.10. Registration – a complex of actions of the User in accordance with the guidelines, located at the Internet resource, including provision of the Registration Credentials and any other information (including upload of documents and their copies), committed by the User by means of a special form of the user interface of the Internet resource in order to create a Personal Account and obtain access to separate Services of the Internet resource.

2.11. Information – any materials and information, provided by the User to the Administrator in relation to use of the Internet resource.

2.12. User account – a unique login and password to enter the personal account.

2.13. Whitepaper – the main document describing TILCOIN project and setting out the terms of participation in the project, the roadmap and other essential general conditions for all participants.

2.14. Mobile application – software for portable (mobile) devices, installed or downloaded by the User to such devices by means of different software platforms and designed to access the Internet resource <http://mytilcoin.com>.

2.15. TILCOIN token – cryptographic tokens that are a software (a digital resource), created by the Administrator as a proof of membership of their owners in the society of art lovers (not in a legal entity). Any purchase of TILCOIN tokens shall be performed in accordance with this Agreement. TILCOIN tokens are not a digital currency, commodity or a financial instrument of any kind and are not registered within the relevant norms of securities, including the norms of the securities law of the

jurisdiction of your residency.

2.16. Purchase of TILCOIN token – commission of actions by the User, intended to create a transaction in a blockchain network from the address of the User to the address of TILCOIN in exchange for TILCOIN token.

2.17. Registration Credentials – a unique login (email address) and password, created by the User as part of the Registration at the Internet resource or changed subsequently by the User via the Personal Account or by other means. The Registration Credentials are used to authorize the User at the Internet resource and enter the Personal Account.

2.18. ICO (Initial Coin Offering) – sale (provision) of TILCOIN tokens to Users before the fully-fledged operation of all Services of the Internet resource in order to attract resources to promote the Internet resource on certain conditions.

2.19. Pre-ICO (Preliminary Initial Coin Offering) – sale (provision) of TILCOIN tokens to Users on favourable terms before the ICO in order to elaborate the procedures, performed during the ICO, identify and correct potential errors. Pre-ICO is also held to attract resources to promote the Internet resource.

3. Rights and liabilities of the parties

3.1. The User has the right to:

3.1.1. Use all Services, available at the Website, as well as purchase them.

3.1.2. Ask any questions, related to the Services of the Website, by email info@mytilcoin.com.

3.1.3. Use the Website solely for the purposes and in the order, stipulated by the User Agreement and not forbidden by the legislation of the Russian Federation.

3.2. The User shall be obliged to:

3.2.1. Provide any additional information, directly related to the Services of the Website, upon the request of the Administration.

3.2.2. Observe property and non-property rights of the authors and any other right holders when using the Website.

3.2.3. Not to undertake any actions, that might be considered as those violating a normal operation of the Website.

3.2.4. Not to distribute any information, that is confidential and protected by the government of the Russian Federation, about any individuals or legal entities, when using the Website.

3.2.5. Avoid any actions, that might result in violation of confidentiality of the information, protected by the legislation of the Russian Federation.

3.2.6. Not to use the Website to distribute information of an advertising nature without a prior consent of the Administration of the Website.

3.2.7. Not to use the services to infringe the rights of the minors and (or) to do harm to them in any way.

3.2.8. Not to use the services to abuse the rights of minorities.

3.2.9. Not to use the services to impersonate or pose as a representative of any organization (including, but not limited to the employees of this Website) and (or) community with no sufficient rights for such actions.

3.2.10. Not to use the services to mislead regarding properties and characteristics of any Service, located at the Website.

3.2.11. Not to use the services to improperly compare the Service and to create a negative attitude towards the people (not) using certain Services as well as to condemn such people.

3.2.12. To ensure authenticity of the provided information

3.2.13. To ensure safety of personal data from access of the third parties.

3.3. The User is prohibited to:

3.3.1. Use any devices, software, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, purchase, copy or trace the contents of the Website.

- 3.3.2. Disturb proper operation of the Website.
- 3.3.3. Override navigation structure of the Website in every way to obtain or try to receive any information, documents or materials by any means that are not specifically provided by the services of this Website.
- 3.3.4. Unauthorized access to functions of the Website, any other systems or networks, related to this Website as well as to any services, offered at the Website.
- 3.3.5. Violate security system or authentication system at the Website or in any other network, which relates to the Website.
- 3.3.6. Provide the Administrator with a deliberately false information about personal data, including information about Tax Reference Number (INN), personal insurance policy number (SNILS) and bank details.
- 3.3.7. Provide bank details of any third parties.
- 3.3.8. Perform backward search, trace or try to trace any information about any other User of the Website.
- 3.3.9. Use the Website and its Contents for any reasons forbidden by the legislation of the Russian Federation and to encourage to any illegal activity or any other activity, which violates the rights of the Website or any other parties.
- 3.3.10. The User shall be committed not to take any actions, that might be considered as those violating the legislation of the Russian Federation or any norms of international law, including those relating to intellectual property, copyrights and/or neighbouring rights as well as any actions, that lead or might lead to disruption of normal operation of the Website and services of the Website.
- 3.3.11. Violate or go beyond any laws, rights of the third parties as well as the system, rules or definition of the status of your personal account:
- Use our Services if you are not entitled to conclude legally binding contracts (for instance if you are below 18 years old) or banned from using our websites, services, applications or means temporarily or permanently;
 - Refuse to pay for Services;
 - Publish false, inaccurate, misleading, inconsistent, offensive or slanderous information wheresoever;
 - Take any actions, that disrupt operation of feedback or rating systems;
 - Transfer the personal account and login of the user to any other party without our consent;
 - Distribute or send spam, unsolicited reports or bulk messages, chain letter or offers to take part in a pyramid investment scheme;
 - Distribute viruses or any other technologies, that might harm the Company as well as interests or property of the users;
 - Use bots, spiders, crawlers, data analysis software, data extraction and collection software as well as other automatic tools to obtain access to our Services for any purposes without the prior explicit approval of the Company to use such tools;
 - Bypass headers to block bots, disrupt operation of Services and create unmotivated or extensive load on our infrastructure;
 - Export or re-export any application or a device tool with the violation of export law of the relevant jurisdiction as well as published rules and limitations;
 - Violate copyrights, trademark rights, patent rights, rights of publicity, moral rights, rights for databases and other intellectual property rights (hereinafter collectively referred to as the "Intellectual Property Rights"), that belong to the company or provided to it on the basis of a license. Such violations include, but not limited to, the following actions: reproduction, execution, visualization, distribution, copying, reverse engineering, decompilation, dismantling and creation of derivative works on the basis of the content, that belongs to the company or other people;
 - Use any application, related software and information for commercial purposes;
 - Gather user data without their approval or override technical measures, that we take to provide services.

3.4. The Administrator is entitled to:

3.4.1. Suspend or stop registration and access of the User to the Website if the Administrator reasonably believes that the User commits illegal actions.

3.4.2. Gather information on preferences of the Users and their way of using the Website (the most frequently used functions, settings, preferred time and duration of work with the Website and etc), that is not a personal data, in order to improve operation of the Website, diagnose and prevent failures of the Website.

3.4.3. Request additional information from the User about his/her job position and occupation, including the company, which he/she represents, during registration in the personal account or at any other moment.

3.4.4. The Administration shall be entitled to deny the access to the Website to the User (up to deletion of the Personal Account of the User) or limit its use at his own discretion, if he/she is not an employee of the company or representative of the person, for whom the Website is designed, or if the User refuses to provide the requested data.

3.4.5. The Administrator shall at his own discretion be entitled to provide limited access to the Website for review to the other parties, that do not perform core activities.

3.4.6. Unilaterally introduce changes to the Agreement by issuing its new versions as well as introduce changes to a number of project operation conditions to ensure its efficiency.

3.4.7. Delete user generated content upon the request of the authorized bodies or concerned parties in case if such content violates the applicable legislation or rights of the third parties.

3.4.8. Temporarily suspend operation of the Website for a reasonable period of time as well as partially limit or fully block access to the Website before completion of the required maintenance and (or) modernization of the Website. The User shall not be entitled to request compensation of losses for such temporary suspension of services or limitation of access to the Website.

3.4.9. If the User provides fraudulent information on bank details, which lead to non-concurrence of the recipient's data with the card holder (bank account owner) data, the Administrator shall be entitled to enforce a penalty from the User at the rate of 10% of the transfer amount.

3.5. The Administrator shall be obliged to:

3.5.1. Refrain from any actions, which might cause troubles for the User to exercise his/her right to use the Website within the limits set forth by the Agreement.

3.5.2. Provide information on the matters, related to use of the Website, by email if required or upon the request of the User.

3.5.3. Register a personal account for the User according to the procedure specified in the Agreement.

3.5.4. Use all personal data and any other confidential information about the User solely for provision of services in accordance with the Agreement; not to communicate available documentation and information about the User to any third parties.

3.5.5. Ensure confidentiality of information, input by the User when using the Website by means of the personal account of the User except for the cases when such information is located at public sections of the Website (for instance, a chat).

3.5.6. Consult the User on any matters, related to the Website. Complexity of the matter, scope and timing of consulting are defined by the Administrator at his sole discretion in each individual case.

4. Personal data and confidentiality policy

4.1 In order to comply with the conditions of the Agreement the User agrees to provide and gives his/her consent for processing of the personal data in accordance with the Federal Law d/d 27.07.2006 №152-FZ "On personal data" under the terms of and for the purposes of due fulfilment of the Agreement. The term "personal data" means personal information, provided by the User by himself/herself in order to perform the acceptance.

42 The Administrator guarantees confidentiality of personal data of the User and provides access to the personal data solely to those employees, which require such data to fulfil the conditions of the Agreement, as well as ensures compliance of personal data confidentiality and safety during its processing by the abovementioned employees. In addition to that the Administrator shall be obliged to maintain confidentiality of all data, received from Users, irrespective of the contents of such data and the ways such data was obtained.

43 In case the User loses identification data (login and password) to the personal account, the User shall be entitled to request such data from the Administrator by sending a relevant request to the email of the Administrator.

44 The information (personal data), obtained by the Administrator, shall not be subject to disclosure except for the cases when such disclosure is obligatory in accordance with the legislation of the Russian Federation and when required for operation of the Website and its functions.

5. Liability of the parties

5.1 The parties shall be liable for non-fulfilment or improper fulfilment of their obligations in accordance with the conditions of the Agreement and the legislation of the Russian Federation.

5.2 The Administrator shall not be responsible for potential losses, incurred by the User due to application of measures of restraint or prevention of violations, stipulated by the applicable legislation and/or this User Agreement.

5.3 The Administrator does not assume responsibility for compliance of the Website to purposes of use.

5.4 The Administrator shall not be responsible for malfunctions of the Website. Along with it the Administrator shall be obliged to take all reasonable measures to prevent such malfunctions.

5.5 The Administrator shall not be responsible for any actions of the User, related to exercise of the given rights to use the Website as well as for damage of any kind, suffered by the User due to loss and/or disclosure of his/her data or when using the Website.

5.6 If any third party holds a demand against the Administrator due to violation of the Agreement by the User or violation of the acting legislative norms, violation of the rights of the third parties by the User (including the rights for intellectual property), the User shall be obliged to indemnify the Administrator for all expenditures and losses, including payment of all compensations and other expenses, related to such demand.

5.7 The Administrator shall not be responsible for the contents of messages or materials of Users of the Website (user generated content), any views, recommendation or advices within such contents. The Administrator shall not perform any preliminary check of the contents, authenticity and safety of such materials or their components, as well as their compliance with the requirements of the applicable law and availability with the Users of the required scope of rights for its obligatory usage.

5.8 The User agrees that the Administration of the Website shall not be responsible for and has not direct or indirect obligations to the Users in relation to any potential or appeared losses, related to any contents of the Website, registration of the copyrights and information on such registration, as well as the Services, available at or obtained via external websites or resources or any other contacts of the User, that he/she applied by using the information or links to any external resources, located at the Website.

5.9 The User accepts the provision that all materials and services of the Website or any part of them might be accompanied by advertisement. The User agrees that the Administration of the Website shall not be responsible and has no obligations whatsoever in relation to such advertisement.

5.10 Under no circumstances the aggregate solidary liability (irrespective of the fact whether such liability is related to a contract, prescript, law infringement or any other basis) for the loss to the User in accordance with this Agreement shall not exceed the amount, received by the Administrator from the User.

6. Resolution of disputes

6.1 A pre-court procedure of settlement of disputes, arising out of this Agreement, shall be binding for the Parties.

6.2 Letters of claim are sent by the Parties by courier or by registered mail with the acknowledgment of receipt to the registered address of actual location of the Party.

6.3 Sending of the letters of claim by the Parties in the manner, different from the one specified in the item 6.2 of the Agreement is not allowed.

6.4 The time allowed for consideration of a letter of claim shall be 10 (ten) business days since the day of receipt of such letter of claim by the addressee.

6.5 Disputes under this Agreement shall be settled in a judicial procedure in Khamovnicheskiy district court of Moscow.

6.6 Any dispute arising out of this Agreement or related to it shall be personal for the User and the Administrator and cannot be presented as a class-action, collective or any other representative lawsuit. A lawsuit with a group of people or an arbitration proceeding, where a person strives to settle a dispute as a representative of any other person or a group of people, shall not be possible. In addition to that, a dispute cannot be filed as a collective or any other action, either within or outside the arbitration process, or in the name of any other person or a group of people.

7. Exchange of information

7.1. Messages of the User, addressed to the Administrator, are sent by the means, available at the Internet resource, including a feedback form for inquiries at the Internet resource.

7.2. The Administrator shall be entitled to send messages to the User, using the contact details, indicated by the User during the Registration and in the Personal Account, as well as by email and phone number, send offers and messages of informative and/or advertising nature about the activity of the Internet resource and/or partners. The Administrator shall not be entitled to transfer contact details and any other personal data of the User to any third parties without the prior consent of the User. At that the User gives consent for the abovementioned transfer to any parties, affiliated with the Administrator as well as included into the group with the Administrator, by accepting the offer, stipulated by this Agreement. In particular, the contact details and other personal data of the User might be transferred by the Administrator to the legal entity, which is to be established to perform the ICO.

8. Procedure of settlements and imposition of taxes

8.1. Under this Agreement the Administrator shall be the tax agent and make settlements and transfer of tax payments for the User in accordance with the legislation of the Russian Federation.

8.2. The User shall be solely responsible for observance of his/her tax liabilities and the Administrator shall not be responsible for any tax implications for the User.

8.3. The Company shall be entitled to request additional information from the User in order to authenticate identity, address, source of funds and any other information, indicated in the personal account (form), including the following information: date of birth, personal insurance policy number (SNILS), Taxpayer Identification Number (INN), copies of identification documents, nationality, country of residence and other information directly from the User. The User shall be responsible for relevancy and authenticity of information, provided during registration of the Personal Account.

8.4. The bank commission rate for withdrawal of funds to the personal account of the User shall be 4% unless otherwise stipulated by the pricing plan.

8.5. It is forbidden to perform money transfers between the users of the website in order to prevent money laundry and terrorism financing.

8.6. The amount of daily limit for money transfers of a user of the website shall not exceed 50,000 (fifty thousand) Roubles.

9. Final clauses

9.1. TILCOIN tokens do not have a legal status, area of application, external features, functions or characteristics, obvious or implied, including, but not limited to, any purposes and areas of application, functions of characteristics.

9.2. Regulatory status of cryptographic tokens, digital assets and blockchain technologies is currently not defined.

9.3. TILCOIN tokens might be a subject of expropriation and/or theft. Hackers and other malicious groups or organizations may try to intervene into the Disbursement Contract of TILCOIN, Token Contract of TILCOIN or TILCOIN tokens in different ways, including, but not limited to attacks of malicious software and malfunctions of server. In addition to that, there is a risk that smart contracts may consist deliberate or unintentional errors or deficiencies that might negatively impact TILCOIN tokens or result in loss of TILCOIN tokens by the Users, loss of ability of the User to gain control and access to TILCOIN tokens or loss at the account of the User. In case of software errors and ineradicable faults no legal protection, indemnification or compensation are guaranteed for the holders of TILCOIN tokens.

9.4. There are no guarantees that the price of TILCOIN token will increase. It is impossible to guarantee that the price of TILCOIN token will not decrease (as well as significantly) as a result of any unpredictable events and events beyond the control of the developers as well as any force majeure circumstances.

9.5. Despite the fact that we strive to achieve all goals stipulated by this Agreement and the White Paper, all people and parties, that participate in purchase of TILCOIN tokens, act at their own responsibility and risk.

9.6. The documents, received by email, shall be legally binding before exchanging the hard copies.

9.7. This Agreement shall be governed and construed in accordance with the legislation of the Russian Federation. The issues, that are not regulated by this Agreement, shall be resolved in accordance with the legislation of the Russian Federation. All potential disputes, arising out of the relations, regulated by this Agreement, shall be settled according to the procedure, set forth by the acting legislation of the Russian Federation on the basis of the norms of the Russian law. It is expressly understood that the term "legislation" throughout the text of this Agreement means the legislation of the Russian Federation.

9.8. Nothing in this Agreement shall be understood and considered as establishment of any agency, partnership, joint venture, personal recruitment or any other relationship between the User and the Administration of the Website, that are not expressly stipulated by this Agreement.

9.9. Recognition of any clause of the Agreement by the court as invalid and not subject to compulsory enforcement shall not result in invalidity of the other clauses of the Agreement.

9.10. Inactivity of the Administration of the Website in case any User violates clauses of the Agreement shall not deprive the Administration of the Website of the right to take the relevant actions in the future to protect its interests and copyrights for the materials of the Website, protected by the legislation.