

LET'S TRIP TOKEN SALE TERMS AND CONDITIONS

The following Terms and Conditions ("Terms") govern your ("you" or the "Purchaser") purchase of cryptographic tokens ("LST") from Lets Trip. Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the LST token sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE LST FROM THE COMPANY. BY PURCHASING LST FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT info@letstrip.io. By purchasing LST, and to the extent permitted by law, you are agreeing not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Lets Trip Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of LST, including losses associated with the terms set forth below.

DO NOT PURCHASE LST IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING LST, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE LST.

PURCHASES OF LST SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF LST DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR LST RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE LST OR PARTICIPATE IN THE SALE OF LST. YOUR PARTICIPATION IN LST SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH. PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE LST TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. CONDITIONS TO LST TOKEN SALE

YOU MAY NOT MAKE A ACQUIRE A LST TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, OR PEOPLE'S REPUBLIC OF CHINA, OR A CITIZEN OR RESIDENT OF THE REPUBLIC OF SOUTH AFRICA, OR THE CAYMAN ISLANDS.

When you purchase, or otherwise receive, a LST token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the LST tokens:

- neither the Company nor any of the Lets Trip Team has provided you with any advice regarding whether LST is a suitable investment for you;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as TRON, as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold and make use of LST in your and any other relevant jurisdiction;
- you will provide us 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;
- you will notify us promptly of any change to the information supplied by you to us;
- you are of a sufficient age (if an individual) to legally obtain LST, and you are not aware of any other legal reason to prevent you from obtaining LST;
- you take sole responsibility for any restrictions and risks associated with receiving and holding LST;
- by acquiring LST, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using LST for any illegal purpose, and will not use LST for any illegal purpose;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of LST;
- your acquisition of LST not involve your 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;
- to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of LST and/or the TRON Network and Ethereum Platform;
- you accept that LST is created and you obtain LST on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing LST without being able to provide any warranties in relation to LST, including, but not limited to, title, merchantability or fitness for a particular purpose;
- you accept that you bear sole responsibility for determining if the acquisition, the allocation, use or ownership of LST the potential appreciation or depreciation in the value of LST over time, if any, the sale and purchase of LST; and/or any other action or transaction related to LST has tax implications.

2. OVERVIEW OF LST SALE

LST is required for proper operation and comprehensive utilization of Lets Trip (as defined in the white paper (the “White Paper”) provided at <https://letstrip.io> (the “Website”) as of the date the Purchaser acquires LST token). After the LST sale, each LST is backed by the purchase of the underlying assets, as described in the White Paper. To the extent they do not contradict these Terms, the rights connected to LST are subject to the limitations set out in the White Paper, but this should in no case create obligations for the Company in addition to the ones contained in these Terms. The Company reserves the right to circumvent the algorithm used to select the underlying assets if it believes, in its sole discretion, that such selected underlying assets could adversely affect the Company or LST from a regulatory or legal perspective. The Company shall have the right to sell any such underlying assets (if already part of LST portfolio) and block their acquisition.

The maximum total amount of LSTs to be issued is 5,000,000,000. LSTs are generated as Purchasers buy them and the total supply of LSTs will be fixed after the end of the LST sale. No more LSTs will be issued after the end of the LST sale, as described in the preceding paragraph. Ownership of LST during the LST token sale carries no rights express or implied. Purchases of LST are non-refundable.

Distribution of the LST tokens is as follows:

ICO ETH 10% 500 000 000

ICO TRX 15% 750 000 000

Partnership 5% 250 000 000

Let's Trip ecosystem 25% 1 250 000 000

Let's Trip fund 25% 1 250 000 000

Team 10% 500 000 000

Bounty 10% 500 000 000

3. LST PRICE

Purchasers in the LST token sale will be allocated their LST tokens in exchange for TRX and ETH at the following rate:

750 500 000 LST tokens: 0,5 TRX per LST token;

500 000 000 LST tokens: 0.000086 ETH per LST token

Purchaser must have a TRON or Ethereum wallet that supports the TRC10 or ERC20 token standard in order to receive any LST purchased from the Company.

4. TIMING OF LST TOKEN SALE

The LST sale begins at TRON Network, which expected on 20 April. The LST sale will run for 30 calendar days and will end on 20 May 2019) or when the LST sale cap is reached.

The public will be able to see the total number of LST tokens currently sold, as well as the distribution of all LST tokens between the participating TRON and Ethereum accounts. In the spirit of openness, the Company will constantly update on the Website the number of tokens sold as well as the share of LST tokens allocated to the shareholders of Company. Furthermore, the TRON and Ethereum accounts used to store TRX and ETH during the LST sale duration will publically available and their balances will available on the Website.

5. AFTER THE LST TOKEN SALE

The Purchasers should have no expectation of influence over governance of the Company. Upon the conclusion of a successful LST sale, the digital assets backing each LST token will be transparently purchased.

The Company will provide you with an official and regular audit conducted on the existence of the digital assets backing each LST token. Through this audit, you can track and confirm that the digital assets backing your LST have been received and acquired. Access to the audit results does not constitute a LST purchase receipt or indicate in any way that the party possessing such access has rights to or ownership of the purchased LST tokens.

Prior to a Purchaser selling LST after the LST token sale completion, such Purchaser shall ensure that the buyer of any such LST undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the LST token sale.

6. THE COMPANY WILL NOT PURCHASE LST DURING THE LST SALE

The Company warrants that neither it nor its shareholders will purchase LST during the LST sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase LST from any third party during the period of the LST sale.

7. ALL PURCHASES OF LST ARE FINAL

ALL PURCHASES OF LST ARE FINAL. PURCHASES OF LST ARE NON-REFUNDABLE. BY PURCHASING LST, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING LST CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR LST, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL LST FROM SUCH LST OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

8. TAXATION OF LST AND TAXATION RELATED TO THE ICO

The Purchaser bears the sole responsibility to determine if the purchase of LST with TRX or the potential appreciation or depreciation in the value of LST over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing LST, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of LST.

9. PRIVACY

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information.

10. FORCE MAJEURE

The Lets Trip Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- security issues arising from the technology used,
- or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

11. DISCLAIMER OF WARRANTIES

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING LST AT THE PURCHASER'S SOLE RISK AND THAT LST IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE LETS TRIP TEAM WARRANTS THAT THE PROCESS FOR PURCHASING LST WILL BE UNINTERRUPTED OR ERROR-FREE.

12. LIMITATIONS WAIVER OF LIABILITY

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, LST OR THE LETS TRIP TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE LETS TRIP TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES,

INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, LST, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO LST. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE LETS TRIP TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF LST, AND THAT THE RISK OF PURCHASING AND USING LST RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE LETS TRIP TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF LST. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE LETS TRIP TEAM.

13. COMPLETE AGREEMENT

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of LST. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of LST and supersede any public statements about the LST token sale made by third parties or by the LETS TRIP Team or individuals associated with any of the LETS TRIP Team, past and present and during the LST token sale.

14. SEVERABILITY

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

15. NO WAIVER

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the LETS TRIP Team shall be deemed a modification of these Terms nor be legally binding.

16. UPDATES TO THE TERMS

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing LST. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

17. COOPERATION WITH LEGAL AUTHORITIES

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

18. INDEMNIFICATION

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the LETS TRIP Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: your purchase or use of LST; your responsibilities or obligations under these Terms; your violation of these Terms; or your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 18. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

19. SECURITY

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold LST purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

20. LANGUAGE

Currently, only English versions of any LETS TRIP's communications considered official. The English version shall prevail in case of differences in translation.

21. GOVERNING LAW

The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with English law.

22. ARBITRATION

Any dispute or difference arising out of or in connection with these Terms or the legal relation-

ships established by these Terms, including any question regarding its existence, validity or termination (“Dispute”), shall be referred to and finally resolved by arbitration under the LCIA Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three.

A dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

23. LST RISKS

By purchasing, owning, and using LST, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to LST Due to Loss of Private Key(s), Custodial Error or Purchaser Error.

A private key, or a combination of private keys, is necessary to control and dispose of LST stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault-storing LST will result in loss of such LST. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your LST. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store LST in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your LST. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving LST, or provides an address that is not TRX10 or ERC20 compatible, may result in the loss of your Tokens.

2. Risks Associated with the TRON NETWORK

Because LST and the LETS TRIP platform based on the TRON protocol, any malfunction, breakdown or abandonment of the TRON protocol may have a material adverse effect on the platform or LST. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the LST and the platform, including the utility of the LST for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the TRON protocol.

3. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or LST in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and LST, including the utility of LST for obtaining services.

4. Risks Associated with Markets for LST

If secondary trading of Tokens facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to LST (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

5. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, LST are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

6. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of LST and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Lets Trip platform and LST. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and LST. Regulatory actions could negatively impact the platform and LST in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of LST constitutes unlawful activity or that LST are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

7. Risks Arising from Taxation

The tax characterization of LST is uncertain. You must seek your own tax advice in connection with purchasing LST, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

8. Risk of competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the Lets Trip services.

9. Risks Arising from Lack of Governance Rights

Because LST confer no governance rights of any kind with respect to the Lets Trip platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any LST you own, including their utility for obtaining services.

Further Information

For further information regarding the LST sale, please contact info@letstrip.io