

# Terms and Conditions for the Robotina (ROX) project

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These Terms and Conditions (hereinafter referred to as “Terms”) constitute an agreement between ROX Provider (hereinafter collectively referred to as “ROX Provider”, “we” or “us” or “our”) and you (hereinafter referred to as “you” or “Backer” or “user”). Please read the following Terms before using any of our Services and Products described herein and make sure you understand everything. By accessing our Website, our Token Crowdsale or documents and utilizing any products offered through our Website (including, but not limited to, The Product and ROX tokens), you acknowledge and agree that you have read these Terms and that you accept to undertake to be legally bound by them. You may not use our Website, Service, Platform, ROX tokens or any other products if you are under 18 years old and if you are a citizen, resident, habitant or legal entity incorporated or under the control of another legal entity in Restricted Use Areas as further described in these Terms.

**If you do not agree to all of these terms, please do not use this Website or any information, links or content contained on this Website, do not use any documents and information sent to you by the ROX Provider, do not participate in the Token Crowdsale of the ROX Provider and do not use the Services and the Products of the ROX provider.**

ROX PROVIDER IS NOT A FINANCIAL INSTITUTION AND IS CURRENTLY NOT UNDER SUPERVISION OF ANY FINANCIAL SUPERVISORY AUTHORITY. ROX PROVIDER AND THE WEBSITE OFFERS THE USE OF ITS PLATFORM AND ACCESS TO ITS SERVICES AND DOES NOT PROVIDE INVESTMENT SERVICES (INCL. INVESTMENT ADVICE), FINANCIAL PRODUCTS OR ANY OTHER LICENSED FINANCIAL SERVICES. THE TERMS DO NOT CONSTITUTE A SOLICITATION FOR INVESTMENT OR ANY SECURITY AND SHALL NOT BE CONSIDERED AS ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR TO SUBSCRIBE FOR ANY SECURITIES, NOR ROX PROVIDER’S PRODUCTS.

WE RESERVE THE RIGHT TO CHANGE, MODIFY AND REPLACE THESE TERMS AT ANY TIME BASED ON OUR SOLE DISCRETION WITHOUT ANY PRIOR NOTICE TO YOU. ANY CHANGES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS REGULARLY. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE STOP USING OUR SERVICES AND ACCESSING OUR WEBSITE. YOU WILL BE DEEMED TO HAVE ACCEPTED CHANGES TO THE TERMS, BY CONTINUING TO USE OUR SERVICES AND ACCESS OUR WEBSITE, PLATFORM AND OUR PRODUCTS.

ROX PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF ROX TOKENS OR ANY OTHER PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

Please note that no regulatory authority has examined or approved of any the information set out in these Terms and other ROX Provider documentation. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The Publication, distribution or dissemination of these Terms or any other ROX Provider documentation does not imply that applicable laws, regulatory requirements or rules have been complied with.

## 1. Definitions of the Terms Used

- 1.1. **Backer:** A natural or legal person who accesses the Website and/or Platform and/or in any way uses ROX Provider’s Services and/or backs The Project by acquiring ROX tokens from the ROX Provider by exchanging the Ether for Robotina Utility Token (ROX).
- 1.2. **Cryptocurrency:** Is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency (Source: <https://en.wikipedia.org/wiki/Cryptocurrency>).

- 1.3. **Ether** or **ETH**: A token of the Ethereum blockchain called Ether (Source: <https://en.wikipedia.org/wiki/Ethereum#Ether>).
- 1.4. **Ethereum platform**: Is an open-source, public blockchain, based on distributed computing platform featuring smart contract (scripting) functionality (Source: <https://en.wikipedia.org/wiki/Ethereum>).
- 1.5. **Hard Cap**: The Maximum Value (expressed in US dollars) of Cryptocurrencies collected from Backers in the ROX Token Crowdsale.
- 1.6. **Kraken**: The cryptocurrency exchange platform provided by Payward, Inc. which allows conversion between USD and Ether, and is located on: [www.kraken.com](http://www.kraken.com).
- 1.7. **Platform**: The Robotina IoT Platform for Smart Grid as further specified in section 2.
- 1.8. **Restricted Use Areas**: The areas set out in section 12.1. of these Terms.
- 1.9. **ROX Provider**: Is ATON Ltd., No. 6, 3rd Floor, Owomar Trading Building, P.O.Box 875, Road Town, Tortola, BVI.
- 1.10. **ROX Token Crowdsale**: Means all the ROX Token Crowdsale Phases further specified in section 4.1., during which the ROX tokens could be acquired by the Backers.
- 1.11. **ROX token**: A Ethereum based cryptocurrency called a Robotina Utility Token, or short, ROX, issued by the ROX Provider, as further specified in section 3.
- 1.12. **Services**: All the services specified in section 2.2. of these Terms.
- 1.13. **Soft Cap**: The Minimum Value (expressed in US dollars) of Cryptocurrencies collected from Backers in the ROX Token Crowdsale in order to be considered successful.
- 1.14. **VAT**: means value added tax of relevant jurisdiction.
- 1.15. **Website**: the following website [www.robotinaico.com](http://www.robotinaico.com) and any other websites and/or URL which may replace it.

## 2. The Project, Services, Products, Platform

- 2.1. The main goal of The Project is to develop the next generation IoT platform for Smart Grid that are foreseen to evolve in the future. The project goal is also to expand the community and network of connected points.
- 2.2. The Project includes the development of hardware devices and the integration of an Ethereum based Platform, that provides software solution and cryptographic ROX token solution (“Product”), through our Website to its users (collectively referred to as “Products”). Products are or will be available through Website and may be amended, modified and changed during the term of these Terms, unless stated otherwise herein on the Website or Product. Our Services also include any other service we may provide in the future and which may be at a later stage available through the Website.
- 2.3. Our Services and Product are unregulated. ROX Provider is not a financial institution and is currently not under supervision of any financial services, such as investment services, fund management or investment advice. None of the information or analyses presented herein are intended to form the basis for any investment decision, no specific recommendations are intended, and our Services, Website and Product do not offer, are not and shall not be construed as investment or financial products. In the event of any regulatory changes would impact the Project, we reserve the right to amend the operation, Products, Website and its Services.
- 2.4. ROX Provider is not a provider of (a) exchange services between virtual currency and fiat currency; (b) wallet or custodial services of credentials necessary to access virtual currencies or (c) cryptocurrency mining services. User expressly agrees and acknowledges that anytime throughout

the duration of these Terms, the Product may require material, technical, commercial or any other changes and understands that an upgrade or modification of the Project and/or the ROX tokens may be required. If a user decides not to participate in such upgrade, the user acknowledges and agrees that non-upgraded ROX tokens may lose their functionality in full and that they may no longer use the ROX tokens.

- 2.5. The ROX Provider's Platform is a software platform, consisting of a web page interface, software interface for communication between the Website and blockchain networks. The Platform will have a common cryptographic token within the ecosystem, so called ROX token (ROX). ROX token is a utility token with features as specified in section 3 of the Terms. The Platform provides possibility of acquiring of ROX tokens via the Website and provides access to our Services.
- 2.6. Platform shall operate 24/7, subject to certain limitations, such as limitation of per-session trading limitations, maintenance services and unforeseeable technical and network issues.
- 2.7. The Project Timeline is set out in our public documents and the Website. This Timeline is set out on a "best-effort" basis to predict future work and phases; however, given that it is almost impossible to exactly predict future events and development, the ROX Provider reserves the right to adjust the Timeline to future business developments.

### 3. Robotina Utility Token (ROX)

- 3.1. ROX token is an ERC-20 standard Ethereum token, which smart contract is or will be published on the Ethereum blockchain prior to the Token Crowdsale. ROX is a utility token, which shall be used to access and use the Platform, Services and Products and will be issued with the purpose of securing sufficient resources for the development and deployment of the Platform and Products.
- 3.2. Users may be able to acquire ROX tokens through the Platform, whereas ROX Provider gives no warranties that ROX token will be exchangeable on any exchange or on any specific exchanges or that they shall remain exchangeable on the mentioned exchanges.
- 3.3. ROX tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to ROX Provider, nor shall ROX holders have any influence or rights in the development or governance of ROX Provider our Services. Also, ROX tokens shall not include any legal governance rights to ROX Provider, such as rights to dividends, profit, voting rights and similar corporate rights.
- 3.4. ROX tokens or any other Products and our documents are not an investment advice, a security nor an investment product and any action, notice, communication, message, decision, managerial act, or omission of the mentioned shall not be understood and interpreted as such. ROX Provider gives no promises or guarantees as to the value of any of the ROX tokens or their liquidity on public exchanges (if ROX tokens shall be listed on exchanges) and explicitly warns users that there is no reason to believe that ROX tokens may increase in value or have any monetary value at any moment.
- 3.5. The average ROX token base price is set at 0.05 USD per one (1) ROX but is not unified as it shall depend on the applicable bonuses and the success of the individual Token Crowdsale phase. While the average ROX token base price is set in USD, you can only pay for ROX tokens in ETH. The number of ROX token the Backer shall receive shall be calculated as specified in section 7 of these Terms.
- 3.6. We reserve the right to migrate the ERC-20 based ROX tokens to another protocol and to generate replacement ROX tokens on the new protocol in the future, should we in our sole discretion determine that doing so is necessary or useful for operation of our Services, Products or Platform.
- 3.7. Please note that due to regulatory changes, we may decide to amend the intended functionalities of ROX tokens in order to ensure compliance with any legal or regulatory requirements to which ROX Platform may be or may become subject to.

## 4. Registration

- 4.1. To acquire ROX tokens, you will need to register on our Website and perform a Know Your Client (hereinafter referred to as “KYC”) procedure. By Registering you agree to (a) provide accurate, current and complete information about yourself, (b) maintain and promptly update your information from time to time as necessary, (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Website, the ROX tokens, or the information provided to us. You are only allowed to create one registration account and the ROX Provider will block multiple accounts of the same user.
- 4.2. KYC procedure is a customer identification process to ensure that each user is appropriately verified. It is not only a legal requirement to assess and monitor risks, to prevent doing business with a money launderer, terrorist or other criminal, even more importantly, KYC is a fundamental practice to protect a project and its supporters from fraud and losses due to illegal funds and transactions. You acknowledge and agree that to ensure the safety of the users’ accounts, to counteract money laundering and to enforce its internal security policy, ROX Provider shall use internal controls and programs for such control to be maintained. ROX Provider, through these programs and controls, shall collect and store information about the users and their transactions, including, but not limited to, personal information about you, such as your personal document ID number, scan of your ID document, your name, address, nationality and any other information required by us. Also, ROX Provider will ask you to provide your ETH wallet address, only which you will be allowed to use when making a contribution during the Token Crowdsale. We shall strive to perform KYC check within 48 hours, whereas sometimes the process may last longer.
- 4.3. If your proposed purchase is flagged through our internal controls, ROX Provider may require additional identification information depending in case of any suspicious activity that may be indicative of illegal activity. Identification of bank accounts may also be required. You accept and agree that in cases where ROX Provider has valid reasons to believe that your Account is used for money laundering or for any other illegal activity, or that you have concealed or reported false identification information and other details, and also if there is a valid reason to believe that the transactions effected via your Account were effected in breach of this Agreement, ROX Provider shall be entitled to require you to provide any additional information and documents to clarify the circumstances. Transactions may be frozen until the documents are reviewed by us and accepted as satisfying the requirements of the legislation for counteracting laundering of incomes from criminal activities and financing of terrorism.
- 4.4. ROX Provider can request from you any additional identifying information and support documents at any time at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-money laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. By agreeing to this Agreement, you acknowledge and agree that we maintain verification levels that require user participation and verification to obtain, with levelled permissions based on user-supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve your desired level of verification, and we reserve the right in our sole discretion, to determine the appropriate verification level for any user, as well as the right to downgrade users without notice and to not verify the user at all. We may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect your right to purchase ROX tokens or withdraw ROXs from your Account, and you indemnify ROX Provider against any losses associated with an inability to purchase or withdraw ROXs based on your verification level. In highly unlikely cases, where you would be initially approved in the KYC procedure and we would later on realize that you are from Restricted Use Areas (newly added or existing), we will return ETH paid by you to your address and we shall not issue/ you will not be able to withdraw ROXs tokens from your Account. You expressly agree and acknowledge that this might occur, and you hereby indemnify ROX

Provider against any losses associated with such event and your inability to purchase or withdraw ROXs.

## 5. Token Crowdsale, Token Crowdsale Phases, Bonuses, Return of the Funds

- 5.1. The Project shall be financed by funds raised from Backers by means of the ROX Token Crowdsale. During the duration of Token Crowdsale, users, wishing to participate in the token distribution, will be obliged to send their ETH (acceptable cryptocurrency) to the smart contract address sent to them by email.
- 5.2. The ROX Token Crowdsale will take place in three Token Crowdsale Phases:
  - (a) **The Limited Priority Phase:** shall start on February 21st, 2018 at 15.00 CET and shall end (i) when USD 15,500,000 has been collected, or (ii) when the Unlimited Priority Phase starts, whichever is sooner. This phase is reserved for individuals, enlisted on the priority list. If the sum in value of contributions, received at the time of Limited Priority, exceeds the phase cap, that phase is automatically concluded, and later contributions are returned to corresponding senders' ETH wallet addresses.
  - (b) **The Unlimited Priority Phase:** shall start on March 21st, 2018 at 15.00 CET and shall end (i) when USD 22,500,000 has been collected, or (ii) on April 30th, 2018 at 14.59 CET, whichever is sooner. This phase is reserved for individuals, enlisted on the priority list.
  - (c) **The Unlimited Unlisted Phase:** shall start after the end of the Unlimited Priority Phase, only if it has ended with USD 22,500,000 collected, and shall end (i) when the Hard Cap is reached, or (ii) on April 30<sup>th</sup>, 2018 at 14:59 CET, whichever is sooner.
- 5.3. Backers in the Limited Priority Phase shall receive bonus of 10 %, while Backers in the Unlimited Priority Phase shall receive bonus of 5 %. No guarantee is given, that all Backers contributing in the particular Token Crowdsale Phase will be entitled to receive bonuses, as phases are limited in value and consecutive order of contributions is respected.
- 5.4. The Hard Cap is set in at the value of USD 28,500,000 and the Soft Cap is set in at the value USD 10,000,000 whereas slight discrepancies may be applicable due to smart contract setting. When assessing whether the Hard Cap or the Soft Cap shall be considered achieved, we shall calculate the total sum of all contributions received until then, by applying the USD valuation of each individual contribution in ETH at the moment when the particular contribution has been confirmed on the Ethereum network. The USD valuation shall be made based on the exchange rate of USD/ETH at Kraken at the moment of each particular contribution.
- 5.5. If the Hard Cap shall be achieved, no further contributions will be accepted, resulting in returning all contributions to the originating ETH wallet addresses.
- 5.6. If the Soft Cap shall not be achieved, all contributions will be reimbursed to Backers, less transaction fees which will be deducted, in the same form of cryptocurrency the contribution has been made, as soon as reasonably possible. In this case Backers shall not have a right to receive any ROX tokens and the ROX Provider will not have any further obligations to Backers, under these Terms or any other agreement, after Backer's contribution is returned to the originating ETH wallet address, from which the contribution has been made.
- 5.7. Ether (ETH) is the only acceptable cryptocurrency in the Token Crowdsale. ROX Provider does and will not accept contributions in fiat currency and reserves the right to amend acceptable cryptocurrency at any time.
- 5.8. In the ROX Token Crowdsale the Backers can contribute the contribution in minimum amount of 0.5 ETH. In event of any contributions below that limitation, we shall void the Backer's contribution request and refuse to accept the contribution and the Backer shall not be entitled to any ROX tokens.
- 5.9. You are responsible for implementing all responsible and appropriate measures for securing your electronic wallet, vault or other storage mechanism you use to send a contribution to the ROX

Provider and to receive and store ROX tokens that are issued to you by the smart contract system, including any requisite private key(s) or other credentials necessary to access such storage mechanisms. If your private key or other access credentials are lost, you may lose access to your ROX tokens. ROX Provider will not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of ROX tokens nor will be under any obligation to recover or return ROX tokens and we hereby exclude any and all liability for any security breaches or other acts or omissions which result in your loss and/or access to ROX token issued to you during the crowdsale.

## 6. Creation of Robotina Utility Token (ROX)

In exchange for the contributions received during the Token Crowdsale, and based on the value thereof, the ROX Provider shall create only a corresponding number of ROX tokens defined by raised contributions, in a single token creation event and only once, after the successful end of the Token Crowdsale. Total number of ROX tokens created shall be calculated based on a total number of ETH paid in, applicable ETH/USD exchange rates and the average ROX base price of 0.05 USD. The maximum number of created ROX tokens shall never exceed 815,000,000 ROXs (hereinafter referred to as “Maximum ROX tokens”).

## 7. ROX Token Distribution

- 7.1. The Backer expressly acknowledges and agrees that 70 % of the Maximum ROX tokens (which equates to 570,500,000 ROXs) shall be offered to the Backers through the Token Crowdsale and 3 % of the Maximum ROX tokens is intended for Bounty Pool, while all the created ROX tokens will be distributed as follows: 10 % to Founders, 7 % for Marketing and promotion, 5 % to Angel investors, 3 % for Bounty Fund, 3 % for Market and product development and remaining 2 % to Escrow and merchant services.
- 7.2. Unless otherwise provided by the ROX Provider, each individual Backer shall receive only the corresponding number of ROXs calculated based on the following equation, executed after the successful end of the Token Crowdsale: (number of ETH contributed by the Backer) multiplied by (the applicable exchange rate between USD/ETH at Kraken at the moment when the particular Backer’s contribution is confirmed on the Ethereum network) multiplied by (1 + the applicable bonus) multiplied by (the ROX created for sale in the Token Crowdsale) and divided by (the total value of the Token Crowdsale including bonuses).
- 7.3. For the avoidance of doubt, only the funds received in accordance with the provisions of these Terms shall count towards the calculation.
- 7.4. ROX tokens shall be distributed through the Ethereum distribution channel utilized by the ROX Provider, while the applicable smart contract address for the ROX Token Crowdsale and distribution shall be offered solely and exclusively through the Website. Website is the only official and authorized website and the only official and authorized ROX token distribution channel smart contract address provider. Every user needs to ensure that they are using hypertext transport protocol secure connection (“https”) and that domain name is correct, when acquiring ROX tokens. No third-party provider has been allowed, authorized or endorsed by ROX Provider to provide or publish the smart contract address for the ROX Token Crowdsale and its distribution.
- 7.5. After the conclusion of the Token Crowdsale, a calculation of all the payments, bonuses and corresponding ROX tokens will be carried out. In case the sum of contributions shall exceed the limitations as set out in these Terms, any contributions collected in the last effective Token Crowdsale phase might not be fully accepted, part of a contributed value might be returned to contributors and will not be exchanged for ROX tokens

## 8. Acquisition of ROX tokens

- 8.1. Backers who have successfully participated in the ROX Token Crowdsale in accordance with the provisions of these Terms shall receive the corresponding number of ROX tokens to the ETH wallet address from which the user has sent his/her ETH, and which shall match the ETH wallet address, which the user has previously specified in his/her registration. Such wallet shall be compatible with Ethereum tokens (ERC20 standard): MyEtherWallet, MetaMask, Mist, Parity and similar. Backers are not allowed to send their contributions from the address of any cryptocurrency exchange, and any payments made from these addresses may result in lost funds and/or ROX tokens.
- 8.2. The allocated ROXs shall be ready for transfer to the Backer's wallet address not sooner than 7 days after the end of the Token Crowdsale. However, the ROX Provider reserves the right to postpone allocation if additional checks and safeguards are needed prior to allocation and to ascertain such transfer to be technically plausible and secure.
- 8.3. The Backer shall receive instructions how to claim ROXs purchased.

## 9. Allocation of Contributed Funds

- 9.1. The contributed funds shall be presumably, but not necessarily, allocated as follows: 27 % for platform development, 23 % for sales and marketing, 16 % for IT security and compliance, 14 % for operation cost, 10 % for legal expense, 5 % for hardware development and 5 % for strategy development on the Website. This allocation schedule is assessed based on the assumption the Hard Cap will be reached and is set out on a "best-effort" basis to predict future expenses, development and operational demands, and may be considerably amended based on the Project's progress and future demands.
- 9.2. To avoid risks related to volatility ROX Provider may manage (hedge) the funds received through ROX Token Crowdsale, by trying to minimize and/or avoid risks related to volatility using its best efforts, based on our sole discretion. You expressly agree to any measure ROX Provider may apply trying to avoid and/or minimize risks related to volatility.

## 10. Cancellations and Refund Policy

The Backer acknowledges and expressly agrees that (except as specified in section 5.6. above) all token exchanges are final and non-refundable and that the ROX Provider is not obligated to refund or compensate in lieu of any token exchanges for any reason. The backer also expressly agrees and acknowledges that ROX token is not a consumer product and is therefore not covered by consumer protection regulation in any jurisdiction. You are solely responsible for sending the acceptable cryptocurrency (ETH) and for sending it to the correct Token Crowdsale smart contract address. The ROX Provider is not responsible for any cryptocurrency you send to the wrong smart contract address and ROX Provider shall not provide any refund to you, for sending your cryptocurrency to incorrect smart contract address. The Backer has no right to withdraw from the Crowdsale.

## 11. Eligibility

- 11.1. Our Services, Website and Product are not directed or allowed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the Product, Services or Website is or may be prohibited. Due to legal restrictions you are not allowed to access our Website, Services or Product, resell ROX token if you are a located in, under the control of, resident, habitant or citizen of the United States of America, People's Republic of China or a legal



entity based, domiciled, under the control of, located, incorporated or in any other way considered to be a U.S. entity, Chinese entity under applicable legislation or if you are a resident, citizen or are located in any other jurisdiction in which applicable laws prohibit you to access our Website, Services and Platform (“Restricted Use Areas”). ROX PROVIDER EXPLICITLY PROHIBITS PERSONS OR ENTITIES IN RESTRICTED USE AREAS TO USE ITS WEBSITE, SERVICES AND PRODUCTS AND ROX PROVIDER SHALL NOT BE HELD LIABLE FOR ANY LEGAL OR MONETARY CONSEQUENCE ARISING OF SUCH USE. BY ACCESSING OR USING THE SERVICE, PRODUCT AND/OR WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE. PLEASE NOT THAT RESTRICTED USE AREAS MAY CHANGE BEFORE/DURING/UNTIL THE END OF THE CROWDSALE. IN SUCH EVENT (IF RESTRICTED USE AREAS SHALL CHANGE UNTIL THE END OF THE CROWDSALE, WE RESERVE THE RIGHT TO RETURN TO YOU ALL DIGITAL ASSET SEND TO US AND WE SHALL NOT ISSUE/UNLOCK ROX TOKENS).

- 11.2. You must be at least 18 years old to use our Services, Product and our Website. By using our Services, Product and accessing our Website you represent and warrant that you: (a) are at least 18 years old; (b) you have full power and authority to enter into this agreement (c) have not been previously suspended or removed from using our Services (b) that you are not located in, under the control of, habitant a national or resident or located in or under control of Restricted Use Areas (e) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC); (f) comply with these Terms; (g) complete the KYC procedure; (h) have an ERC20-compatible Ethereum wallet.
- 11.3. If you are using the Services on behalf of a legal entity, you represent and warrant that: (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and not in Restricted Use Areas; (b) you are duly authorized by such legal entity to act on its behalf (c) you are not incorporated, under control of or in any other way considered to be to be U.S. entity under applicable legislation in Restricted Use Areas (e) any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with the Company has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC) or Restricted Use Areas ;
- 11.4. You acknowledge and agree that you are NOT purchasing ROX tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or any other financial purposes. You represent and warrant that the execution and delivery of, and performance under, this Terms require no approval or other action from any governmental authority or person other than Buyer. ROX Provider shall have the right to implement necessary measures to monitor compliance of this section.

## 12. Disclaimer of Warranties

- 12.1. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR SERVICE, WEBSITE, PRODUCT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IS GIVEN IN CONJUNCTION TO WEBSITE, SERVICES, PRODUCT, ANY SOFTWARE OR TOOLS CONTAINED IN WEBSITE, PRODUCT AND SERVICES AND IN GENERAL.
- 12.2. THE ROX PROVIDER DOES NOT WARRANT THAT THE SERVICE, PRODUCT OR WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY DEFECTS WILL BE CORRECTED IN REASONABLE TIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE, PLATFORM AND WEBSITE IS AT YOUR SOLE RISK. THE ROX PROVIDER DOES NOT WARRANT THAT THE ROX TOKENS OR THE PROCESS OF CRYPTOCURRENCY TRANSACTIONS AND RECEIVING ROX TOKENS WILL BE UNINTERRUPTED OR

FLAWLESS AND THAT THE EXCHANGE OF ROX TOKENS WILL RESULT IN RECEIVING ROX TOKENS BY THE BACKER, AND ALSO DOES NOT WARRANT THE ABILITY OF ANYONE TO EXCHANGE CRYPTOCURRENCIES OR USE ROX TOKENS. THE BACKER ACKNOWLEDGES THAT THEY MIGHT LOSE THE ENTIRE AMOUNT THEY PAID TO THE ROX PROVIDER.

- 12.3. While every effort is made to ensure that information contained in the Website or Product is correct, ROX Provider disclaims all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information on the Website and/or Product.
- 12.4. ROX Provider does not guarantee the confidentiality or privacy of any communication or information transmitted through Services, on the Website or Product or any site linked to the Website. We will not be liable for the privacy or security of information, e-mail addresses, registration and any identification information (if applicable), disk space, communications, confidential or proprietary information, or any other content transmitted to us in any manner, or otherwise connected with your use of our Services, the Website or Platform. ROX Provider does not guarantee that the ROX tokens shall be listed on any exchanges.
- 12.5. ROX Provider and its affiliates and connected companies shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from ROX Provider. Always log into your Website or Platform Account through secure Website to review any transactions or required actions, if you have any uncertainty regarding the authenticity of any communication or notice.
- 12.6. To the extent not prohibited by law, in no circumstances shall ROX Provider be liable to you or any other third parties for any loss or damage (including, without limitation, loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems) arising directly or indirectly from services provided by third parties.
- 12.7. The ROX Provider shall reserve the right to refuse the exchange of funds to ROXs, their allocation or distribution to anyone who does not meet the criteria necessary for their acquiring, as set out in these Terms, the Website and by the applicable law.
- 12.8. If the ROX Provider discovers your acquisition of ROXs is violating this Terms or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your acquisition of ROXs under the Token Crowdsale shall be invalid with retroactive effect and the ROX Provider shall be entitled to immediately terminate this Agreement (Terms) with you, deny your access to the Token Crowdsale, reject the delivery of any ROXs and request the return of any delivered ROXs, irrespective of any payment that you could have made. You hereby authorize the ROX Provider to directly make any inquiries we consider necessary to verify your identity and/or account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.
- 12.9. We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the "Third-Party Content") for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such a Third-Party.

## 13. Backer's Representations and Warranties

- 13.1. The Backer will implement all reasonable, appropriate and sufficient measures designed to secure access to: (a) any device associated with the Backer and utilized in connection with the acquisition of ROXs; (b) any private keys or access passwords to the Backer's accounts and wallets; and (c) any other

- username, passwords or other logins or identifying credentials. In the event that the Backer is no longer in possession of the Backer's private keys or any device associated with the Backer's wallet or is not able to provide the Backer's login or identifying credentials, the Backer may lose all of the ROX Provider's ROXs and/or access to the ROX Provider's or Backer's account. The Backer is under no obligation to recover any ROXs and the Backer acknowledges, understands and agrees that all acquisitions of ROXs are non-refundable and non-irreversible.
- 13.2. The Backer must provide digital wallet address that supports the ROXs. If the Backer sends to the ROX Provider a digital wallet address that is not an Ethereum compatible wallet or the Backer sends a wrong wallet address, the Backer may lose all the ROXs sent to this address. Backer is not allowed to send their ETHs to the ROX Token Crowdsale smart contract address from the address of any cryptocurrency exchange. You may lose your cryptocurrencies sent from these addresses.
  - 13.3. The Backer is only allowed to acquire the ROXs if and by acquiring the ROXs he/she covenants, represents, and warrants that he/she is neither a citizen, resident or tax resident nor has a primary residence or domicile of a country, state or territory within the Restricted Use Areas as defined by these Terms or areas restricted to the level disadvantageous to the Backer to obey definitions set by these Terms and to enter into the purchase. In order to acquire the ROXs and by acquiring the ROXs the Backer covenants, represents, and warrants that none of the owners or beneficiaries of the company, of which the Backer is an authorized officer, is a citizen, resident or tax resident nor has a primary residence or domicile within the Restricted Use Areas. Should this change at any time, he/she must immediately cease his/her activity and notify the ROX Provider.
  - 13.4. If buying, selling, acquiring and the usage of cryptocurrency and/or ROXs, participation in the Token Crowdsale and/or other transactions indicated in this Terms of Sale and/or the Website, are not legal in your country (whether you are a citizen, a resident and/or a tax resident of that country) and/or such transactions can be considered as securities, securities trading, initial public offering, crowdfunding or similar, you are obliged not to participate in the Token Crowdsale, not to use the Website and not to use or acquire the ROXs. Failure to comply with the local laws may result in the loss of your Account and any assets contained within.
  - 13.5. The Website, the White Paper and other materials are prepared for the Backer's general information only. It is not intended to be a recommendation to participate in the Token Crowdsale and/or to use the ROXs.
  - 13.6. All contributions the Backer makes will be made only in the Backer's name.
  - 13.7. The Backer expressly acknowledges, understands and agrees that the Backer is using the ROXs, the Website and other ROX Provider's documents at the Backer's sole risk and that the ROXs, the Website and other ROX Provider's documents are each provided, used and acquired on an "as is" and on an "as available" basis without representations, warranties, promises or guarantees whatsoever of any kind by the ROX Provider and the Backer shall rely on its own examination and investigation thereof.
  - 13.8. The Backer expressly acknowledges, understands and agrees that he/she is exchanging cryptocurrencies and acquiring ROXs at his/her sole risk and that the ROXs are each provided, used and acquired on an "as is" and on an "as available" basis without representations, warranties or guarantees by the ROX Provider.
  - 13.9. You represent and warrant, that you are acquiring ROX tokens for your own personal use and for your personal utility and not for investment or financial purposes. You also represent and warrant that you: (i) ROX tokens are NOT considered security in the country of your applicable jurisdiction; (ii) understand that ROX tokens may lose their value; (iii) that you are not acquiring ROX tokens as an investment; (iv) are aware of all other risks deriving from holding ROX tokens as specified but not limited in these Terms and you accept such risks.
  - 13.10. In addition to any other representations and warranties contained within these Terms, you further represent and warrant that you:
    - have read and agree to these Terms;
    - shall promptly provide to us, upon request, any additional information which we may consider necessary in providing Services to you, Product or using the Website;

- shall not use the Website, Service and Product for any illegal purpose or in any other manner inconsistent with these Terms;
- will use the Services, Website and Product in accordance with these Terms and with any applicable law and regulation;
- are solely responsible for any conduct carried through your account while using the Services, Website and Product;
- shall not violate or attempt to violate the security of the Website; Services and Product and you will not hack into, interfere with, disrupt, disable, overburden, modify, publish, reverse engineer, participate in the transfer or sale, create derivative works, or otherwise impair the Website, Services and Product;
- shall not use our Services, Website and Product in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, Website and Product or that could damage, disable, overburden or impair the functioning of our Services, Website and Product in any manner;
- shall not use our Services, Website and Product to pay for, support or otherwise engage in any illegal activities; including but not limited to: gambling, fraud; money-laundering; or terrorist activities; or other illegal activities;
- shall not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services, Website and Product or to extract data;
- shall not use or attempt to use another user's account without authorization;
- shall not attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services, Website and Product that you are not authorized to access;
- shall not operate as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires licensure, including but not limited to exchanges of virtual currencies, sales of money orders or traveller's checks, and escrow services;
- have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, token storage facilities (including digital token wallets), blockchain technology and blockchain-based software system;
- have obtained sufficient information about the potential future use and functionality of ROX tokens to make an informed decision to participate in the Crowdsale pursuant to these Terms;
- shall not provide false, inaccurate, or misleading information; and
- shall not encourage or induce any third party to engage in any of the activities prohibited under this Section.

## 14. Limitation of Liability

- 14.1. IN NO EVENT SHALL ROX PROVIDER, ITS AFFILIATES, ENTITIES INCLUDED IN THE ECOSYSTEM, LICENSORS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, DIRECTORS OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM ROX PROVIDER, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, LOSS OF ROX TOKENS, SUSPENSION OF ETHEREUM NETWORK COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO ROX PROVIDER'S RECORDS, PRODUCT, WEBSITE OR SERVICES. IN ADDITION TO THE ABOVE, ROX PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, TRADING LOSSES, LOSS IN VALUE, OR OTHER LOSS. THIS APPLIES EVEN IF SUCH DAMAGES ARE FORESEEABLE. EACH PARTY ACKNOWLEDGES THAT THE FEES PAYABLE

HEREUNDER REFLECTS THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT AND THAT EACH PARTY WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

- 14.2. ROX PROVIDER, ITS AFFILIATES, ENTITIES INCLUDED IN THE ECOSYSTEM, LICENSORS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, DIRECTORS OR AGENTS WILL NOT BE RESPONSIBLE NOR LIABLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: (I) YOUR INABILITY TO PARTICIPATE IN THE CROWDSALE AND/OR USE OF SERVICES, WEBSITE AND/OR PRODUCT; (II) YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THE COMPANY; (III) FORCE MAJEURE EVENT (IV) ANY UNAUTHORIZED ACCESS ALTERATION, DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA, INCLUDING PRIVATE KEY OR OTHER CREDENTIALS ASSOCIATED WITH CROWDSALE OR PERSONAL INFORMATION.
- 14.3. If in any case exclusions of liability of the ROX Provider shall be declared void or illegal, then the ROX Provider's liability shall be limited to the maximum extent allowed by the applicable legislation.

## 15. Indemnification

- 15.1. If in any case exclusions of liability of the ROX Provider shall be declared void or illegal, then the ROX Provider's liability shall be limited to the maximum extent allowed by the applicable legislation. You will defend, indemnify and hold ROX Provider, its affiliates, other related entities and licensors and its officers, directors, contractors, employees, agents and representatives, harmless from and against all claims, actions, demands, liabilities, damages, losses, costs and expenses (including legal fees) relating to or arising from (a) your use of our Services, Website, Product, (b) your breach of these Terms or any other liabilities arising out of your use of the Services, Website and Product or the use by any other person accessing the Website, Service or Product using your computer and/or your Personal Information, (c) your violation of any rights of any other person or entity in connection with these Terms, (d) third-party claims concerning this Terms or your thereof; (e) your use of, or conduct in connection with the Crowdsale; (f) your acquisition, acceptance or use of ROX Tokens. You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involves ROX Provider as a result of these Terms. ROX Provider may participate with counsel of its own choosing in any proceedings described above. If ROX Provider will be required to respond to compulsory legal order, you will reimburse ROX Provider for all attorney and contractors fees for their time and material spent responding to obligatory legal orders. You will not agree to any settlement which imposes any obligation or liability for ROX Provider without ROX Provider's prior written consent.
- 15.2. ROX Provider reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section 15. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and ROX Provider

## 16. Risks Disclosure

- 16.1. You acknowledge and agree that there are significant financial, regulatory, cybersecurity and unforeseeable risk associated with acquisition, holding, owning and using ROX tokens and participating in Crowdsale.

It is your obligation to peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated herein before deciding to access our Website and using our Services our Product. By transferring ETH to ROX Provider and accepting these

Terms, you expressly acknowledge and accept all the risks outlined in these Terms and other risks, not specified herein. Some of the risks are outlined below:

- **Legal Risk concerning security regulation.** There is a risk that in some jurisdictions ROX token might be considered to be a security, now or in the future. ROX Provider does not give warranties or guarantees that ROX tokens are not a security in any jurisdiction. Each ROX token holder shall bear its own legal or financial consequences of ROX tokens being considered a security in their respective jurisdiction. The legal ability of ROX Provider to provide ROX tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree of certainty that ROX tokens are not legal in certain jurisdiction, ROX Provider will based on its sole discretion either (a) cease operations in that jurisdiction, or (b) adjust ROX tokens in a way to comply with the regulation should that be possible and viable. It is your obligation to check if acquisition and disposal of ROX tokens is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use ROX tokens should their use not be legal in the relevant jurisdiction. There can be no assurance that governmental authorities will not examine the operations of ROX Provider and/or pursue enforcement actions against ROX Provider. Such governmental activities may or may not be the result of targeting ROX Provider in particular. All of this may subject ROX Provider to judgments, settlements, fines or penalties, or cause ROX Provider to restructure its operations and activities or to cease offering certain products or services, all of which could harm ROX Provider's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the ROX tokens and/or the development of the ROX Provider's Services and software.
- **Risk of malfunction of blockchain.** Nobody can guarantee the Ethereum source code used by ROX Provider will be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of ROX Provider and consequently bring adverse impact on the value of ROX token. Open source codes rely on transparency to promote community-sourced identification and solution of problems within the code.
- **Update of the Source Code.** The Ethereum source code could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects ROX token and/or ROX Provider operation or market value.
- **Internet transmission risks.** You acknowledge that there are risks associated with utilizing an Internet-based cryptocurrencies, Products and Website including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that ROX Provider shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using our Services, Website, Product howsoever caused.
- **Cryptography risks.** You acknowledge that there are risks associated with cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all crypto-currencies including our Product. This could result in the theft, loss, disappearance, destruction or devaluation of the Product. To a reasonable extent, ROX Provider will be prepared to take proactive or remedial steps to update the protocol underlying ROX Provider in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit the ROX Provider accurately guide the development of Platform, Services or Product to take into account such unforeseeable changes in the domains of cryptography or security.

- **Development Failure or Abortion.** ROX Provider’s Platform, Product and Services are still in the process of development rather than a finished product ready to launch. Due to the technological complexity and difficulty that may be uncertain, unforeseeable and/or insurmountable, the development of all or some Services could fail or abort at any time for any reason.
- **Forking.** Ethereum is an open source project and supported by the community. The developers of ROX Provider do not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum’s source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a “fork” in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of ROX tokens and in the worst case scenario, could ruin the sustainability of Platform, Services or Product. While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.
- **Risk of unfavorable regulatory action in one or more jurisdictions.** Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. ROX tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of ROX tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.
- **Risk of theft and hacking.** Hackers or other groups or organizations may attempt to interfere with your third-party wallet, the Website or the availability of ROX tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.
- **Risk of mining attacks.** Ethereum blockchain, which is used for the ROX tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Mining Attacks, as described above, may also target other blockchain networks, with which ROX tokens interact with. Any successful attacks present a risk to the ROX tokens.
- **Risk arising from taxation.** Tax characterization of ROX tokens is uncertain and may vary from jurisdiction to jurisdiction. You must seek your own tax advice in connection with acquisition, storage, transfer and use of ROX tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, levies, duties or other charges and tax reporting requirements.
- **Risk of loss of value and uninsured losses.** Value of ROX tokens may fluctuate and you may suffer loss in value of such acquired ROX tokens and lose all of the value. In addition to the loss of value risk, ROX tokens are entirely uninsured and are unlike bank accounts or accounts at some other financial institutions.
- **Risk related to your Private Keys.** Loss of private key associated with your digital assets wallet will result in loss of ROX tokens held there. You understand and agree the ROX Provider shall not be responsible for any such losses.
- **Project Completion.** The development of some of the ROX Provider’s Services and software 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.

- **Unanticipated risks.** Cryptocurrencies and blockchain technologies are new and untested technology an in addition to the risk outlined in these Terms, there are also unforeseeable risks that may materialize as unanticipated.
- 16.2. You acknowledge, agree and warrant that you have been warned of the potential risks involved by using our Services, Website and Product and other relevant technologies mentioned herein as well as that there may be other risks involved, which are not specified herein and that you fully accept such risks.

## 17. Taxation

- 17.1. The Backer is solely responsible and liable to declare, bear and pay all taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the ROX tokens, use of Services, Website, Platform or any other ROX Provider Product. ROX Provider is not giving any advice regarding tax issues and is not responsible for determining any tax implications connected with its Product, Website or Service. ROX Provider makes no representation as to the tax implication of any jurisdiction. You shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her underpayment, undue payment or belated payment of any applicable tax.
- 17.2. All fees and charges payable by you to ROX Provider are exclusive of any taxes and if certain taxes shall be applicable, they shall be added on top of applicable amount. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## 18. Lack of Legal and Tax Regulation Practice

The Backer acknowledges that Legal and Tax regulations regarding blockchain technology and cryptocurrencies are very limited and insufficient. Thus, the Backer expressly agrees that he has sufficient knowledge and understanding of the risks and merits of blockchain-based systems to make an informed decision to exchange ROXs and evaluate the risks of the exchange.

## 19. Obligation to comply with the Laws of the Backer's Jurisdiction

The Backer shall comply with and not break any law in his/her jurisdiction of residence or nationality by using the ROX Provider's services. The Backer shall be liable for any damage incurred due to a breach of this provision to himself/herself and to the ROX Provider, shall such acts result in any actions, and shall forfeit exchanged ROXs at the discretion of the ROX Provider.

## 20. Links to Other Websites

- 20.1. Our Services, Website and/or Product may include links to third party websites, third party wallet



providers or other service providers ("Third Party Sites"). If you use any links made available through our Services, Website or Product to reach other websites not maintained by ROX Provider you will leave our Services, Website and Product. The linked sites are not under the control of ROX Provider and ROX Provider is not responsible for the content of any linked site or any link contained in a linked site. The linked sites are governed by the terms and conditions of that site.

- 20.2. ROX Provider shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, statements, representations, advertising, products, services or other materials available on or through Third Party Sites. ROX Provider provides these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by ROX Provider of Third Party Sites, nor does it imply that the linked Third Party Sites recommends, approves of, or endorses ROX Provider.

## 21. Intellectual Property

- 21.1. The ROX Provider reserves all rights, titles and interest to the Services, Products, Website, and other Intellectual Property. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content, software, tools and other materials contained on our Website, Product and Services, (collectively, "Robotina Materials") are the property of ROX Provider, our licensors or suppliers and you hereby agree to comply with all proprietary notices contained in Robotina Materials and these Terms.
- 21.2. Under no circumstances will these Terms be construed as granting, by implication, estoppel or otherwise, a license to any Intellectual Property or components thereof other than as specifically granted in these Terms. You agree that ROX Provider's Intellectual Property may be used only as provided in these Terms. All rights not expressly granted herein are reserved.
- 21.3. There are no implied licenses under these Terms and any rights not expressly granted to you hereunder are reserved by ROX Provider.

## 22. Governing Law and Dispute Resolution

- 22.1. The ROX Provider and the Backer shall cooperate in good faith to resolve any dispute or claim that might arise out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability (thereof the Dispute).
- 22.2. Any dispute between the parties will be governed by these Terms in accordance with the laws of British Virgin Island, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. You agree and warrant that you will not commence against the other a class action, class arbitration or representative action or proceeding.
- 22.3. All disputes or claims arising out of or in connection with these Terms, including but not limited to its breach, termination, validity, nullity or any other disputes or claims arising out of or in connection with these Terms, Website, Products, the Services or any other matter shall be resolved by the competent court in British Virgin Island, unless the Parties agree otherwise.
- 22.4. Prior to filing any claims, you agree to file such claim, notification of any dispute or request to ROX Provider within thirty (30) days of when it arises as the attempt of informal resolution of dispute. Notice to ROX Provider shall be sent to: [info@robotinaico.com](mailto:info@robotinaico.com). If dispute between you and ROX Provider is not resolved within thirty (30) days, following the receipt of your request, you are entitled to file a claim in accordance with previous section. Claims filled contrary to the provision set out in this paragraph shall be rejected as premature.
- 22.5. Any dispute arising out of or related to this Terms is personal to User and ROX Provider and will not be brought as a class arbitration, class action or any other type of representative proceeding.

## 23. Force Majeure

Events that the ROX Provider could not foresee upon concluding the contractual relationship and which, or the consequences of which, cannot be avoided, are deemed as force majeure; for example, but not exclusively, force majeure includes flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, traffic jams, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond ROX Provider's reasonable control. The Backer explicitly agrees that a long disconnection or disturbances to the power supply, unforeseen hardware or software faults, failures in the telecommunication network or disturbances to its access, technical problems of the suppliers of products and the services required and used by the ROX shall also be deemed as force majeure; the foregoing events shall be deemed as force majeure even if they stem from the domain of the ROX Provider. The ROX Provider shall not be liable for (1) any inaccuracy, error, delays or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from a force majeure event.

## 24. Severability

If any provision of these Terms is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of the Terms shall remain in full force and effect to the greatest extent permitted by law. Any invalid or unenforceable portion will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid provision of the Terms will be severed from these Term and the rest of the Terms will remain in full force and effect.

## 25. Notices

- 25.1. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that ROX Provider provides in connection with your use of the Website, Product and Services. You acknowledge and agree that ROX Provider may provide these Communications to you by posting them on its Website or by emailing them to you at the email address you provide. Any email communication will be considered to be received by you within 24 hours after we email it to you and Communication via our Website will be effective upon posting. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.
- 25.2. Updating Contact Information. It is your responsibility to keep your email address with ROX Provider up to date so that ROX Provider can communicate with you electronically. You understand and agree that if ROX Provider sends you an electronic Communication but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, ROX Provider will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add ROX Provider to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into or Website by sending such information to: [info@robotinaico.com](mailto:info@robotinaico.com).
- 25.3. You may contact us by sending email to: [info@robotinaico.com](mailto:info@robotinaico.com) for general questions. All legal notices (including legal disputes) must be sent in writing to the following address: ATON Ltd., No. 6, 3rd Floor, Owomar Trading Building, P.O. Box 875, Road Town, Tortola, BVI or postage prepaid by certified or registered mail, return receipt requested and addressed to the authorized representative of the relevant Party. All given notices must be in English language.

## 26. Term and Termination

- 26.1. This agreement is entered into for unlimited duration.
- 26.2. We reserve the right to terminate and/or suspend your access to our Services/Website, without giving you prior written notice and delete all related information and files related to your use of our Services, Product, Website, without liability to you, at any time for any reason, including, but not limited to, if based on our sole discretion believe: (i) You have violated these Terms, (ii) You create risk or possible legal exposure for us.

## 27. Release

- 27.1. To the fullest extent permitted by applicable law, you release ROX Provider, its affiliates, entities included in the Ecosystem, licensors and their respective officers, employees, contractors, directors or agents from responsibility, liability, claims, demands and damages of very kind (including, but not limited to, claims of negligence), know or unknown, arising out of or related disputes between the Parties or participant in the Crowdsale and the acts or omissions of any third parties. You expressly waive any rights you may have under any relevant law at legal principle that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

## 28. Miscellaneous

- 28.1. The Backer guarantees to the ROX Provider that its property (crypto currency that he transfers to the ROX Provider) does not originate and is in no way related to money laundering, hiding money, tax evasion, terrorism, crime, illicit trade in weapons, drugs, trafficking or other offences and that it fully complies with the legislation in the field of money laundering and terrorism financing prevention.
- 28.2. The ROX Provider reserves the right to change any and all provisions of these Terms at any time and without prior notice.
- 28.3. **Entire Agreement.** These Terms represent the entire agreement and supersede all prior and contemporaneous understandings between you and ROX Provider regarding the subject matter, especially regarding the Services, Ecosystem, Product and Website. In the event of any conflict between these Terms and any other agreement you may have with ROX Provider, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement.
- 28.4. **Assignment.** These Term shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from ROX Provider, including by operation of law or in connection with any change of control. ROX Provider may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your prior written consent or approval.
- 28.5. **No waiver.** ROX Provider failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.
- 28.6. **Press Releases.** Any publicity, press release or other promotion that you wish to distribute that refers to ROX Provider, shall be subject to ROX Provider's prior written approval.
- 28.7. **Advice of Counsel.** You acknowledge and warrant that by executing these Terms and accessing our Service, Ecosystem, Website and/or Platform, you had the opportunity to seek the advice of

independent legal counsel, and has read and understood all of the terms and provisions of these Terms.

- 28.8. **Survival.** Sections: Eligibility, Risks Disclosure, Intellectual Property, Links to other Websites, Disclaimer of Warranties, Limitation of Liability; Indemnity, Governing Law and Dispute Resolution and this Miscellaneous shall survive any termination or expiration of these Terms.
- 28.9. **Electronic Communications.** User agrees and acknowledges that all agreements, notices, disclosures and other communications that ROX Provider provides User pursuant to this Terms or in connection with or related to User's purchase of ROX tokens, including this Terms, may be provided by ROX Provider, in its sole discretion, to User, in electronic form
- 28.10. If you need to contact us in relation to these Terms, please email us to: [info@robotinaico.com](mailto:info@robotinaico.com).