

# **XBXCOIN**

## **Sale Terms and Conditions**

These Sale Terms and Conditions govern the sale of XBXCOIN (“**XBX**”) issued and administered by XBX Global Limited, a corporation incorporated under the laws of British Virgin Islands with registered office at Intershore Chambers, Road Town, Tortola, British Virgin Islands, hereinafter shall be referred to as (“**XBX**”) to the Purchasers of XBX (“**Purchasers**” collectively, and “**Purchaser**” individually), The Initial Coin Offering (“**ICO**”) shall commence on September – October, 2021 and the Public Listing of XBX shall commence on 1<sup>st</sup> August, 2021 and onwards on major cryptocurrency exchanges across the world, or after the specific, allocated amount of the issued XBX as announced prior to official ICO date are sold off. The company reserves the right to change, amend or postpone the date of Initial Coin Offering, extend or reduce the commencing date and/or duration of the ICO or Public Trading Day arising under any unexpected circumstances or Force Majeure which the company shall inform Purchasers on its official website, social media promptly as possible.

Any materials provided in the relation of the XBX do not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities or collectively investment scheme in any jurisdiction. Neither this document nor any other materials have been (or will be) or capable of being registered as a prospectus with any governmental authorities.

To the extent necessary, consultancy of an appropriate lawyer, accountant, or tax professional, prior to contributing, Purchasers agree to carefully consider these Terms, Conditions and all other materials available concerning XBX.

### **1. Initial Coin Offering Principles**

- 1.1 XBX Team may also arrange a public pre-sale against a guaranteed allocation of XBX’s (the “**Pre-sale**”) where Purchasers are able to purchase such Pre-sale XBX. These Terms shall apply to such Pre-sale offerings, but may, at XBX Team’s discretion, be amended accordingly.
- 1.2 XBX ICO information is also available in the Whitepaper. The ICO documentation is available on the XBX website (<https://xbxcoin.org/>). The information listed on the Whitepaper, the ICO documentation and the XBX website is only a descriptive nature. They do not bind and form a part of the Terms set forth under paragraph 1.5 below.
- 1.3 Each Purchaser must register and undergo Know Your Customer identification (KYC), Anti-Money Laundering (AML). The registration instructions and

schedule are available on the XBX website. Once registration is completed, Purchasers shall exchange any Cryptocurrency of choice, which can be exchanged to XBX within the ICO Period. For further Terms governing the deposit & withdrawal of fund process shall be set out for more details in Section 2.2.

- 1.4 Purchasers understand and accept that XBX Team shall, in its sole discretion, determine to accept contributions from private entities and individuals of strategic value for XBX and that such contributions may be accepted at terms that differ from these Terms.
- 1.5 Purchasers understand and accept that while the individuals and entities, including XBX Team, assigned to this task will make reasonable efforts to develop and complete the XBX Project, it is possible that such development may fail and Purchasers XBX become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also section 4 regarding Risks).
- 1.6 Depending on the popularity of the ICO, it cannot be guaranteed that Purchasers of fiat currency shall be included in the ICO or that the Purchasers will receive XBX. Any Cryptocurrency that has been transferred do not entitle Purchasers to XBX may be automatically directed back to the sending address by the Trading Platform without any compensation or interest.
- 1.7 Purchasers understand and accept the risk that even if all or parts of the XBX are successfully developed and released in full or in parts, the XBX could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or other reasons. Purchasers therefore understand and accept that the creation of XBX carries significant financial, regulatory and/or reputational risks (including the complete loss of value of XBX's (if any), and attributed features of the XBX project).
- 1.8 The allocation and the assignment of the execution of the XBX will be based on the Trading Platform. Purchasers furthermore understand and accept that XBX Team will not hold responsible to any issues or concerns arising from the Trading Platform's area of responsibility. XBX Team will provide every reasonable effort to assist the smoothness through the Trading Platform. Moreover, this document nor any other documents or communication shall be modified or adding any additional obligations to XBX Team or publisher on these Terms and/or any other person.
- 1.9 Purchasers expressly agreed to review the terms and conditions set forth in the Trading Platform before making the Contribution. The Terms in this document must be reviewed and agreed. Purchasers shall undertake to review its functions once released and fully understood the risks and costs allocated while holding the XBX.

- 1.10 The transferring of fiat currency, allocation, distribution or receipt of the XBX or any undertaken among parties in connection with the Pre-sale or the ICO shall not form partnership with XBX Team and/or other individuals or entities involved with the setting up of the XBX Project.
- 1.11 Purchasers acknowledge and understand that XBX Team may, at its sole discretion and at any time, may change the name of the XBX and/ or its symbol. XBX Team shall use all reasonable efforts to ensure that such name change and/or symbol will not adversely XBX the rights or the XBX held by Purchasers.

## **2. XBXCOIN Creation**

### **2.1 Usage Token; No Ownership, Revenue or Governance Rights**

No Ownership, Revenue or Governance Rights: In particular, Purchasers understand and accept that XBX do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance rights in or relating to the XBX and/or XBX Team. The XBX does not create or confer any enforceable contractual or other obligations against any third party (including XBX Team Members or other developers, auditors, contractors or founders associated with the XBX Team).

### **2.2 Contribution**

- (1) Purchasers Registration: Purchasers who intend to participate in the ICO must complete a registration process before participating. The registration process details will be set out on XBX website. Upon completion of the registration and approval thereof, the Purchasers' account will be listed on the Trading Platform. Purchasers acknowledge and understand that the registration process is laborious, and it may take time to process the Purchasers' registration.
- (2) Contribution Process: Upon commencement of the ICO Period, the registered, approved Purchasers may transfer their Cryptocurrency to the Trading Platform pursuant to the terms and conditions of such Trading Platform. Purchasers who transact that exceeds XBX limit will fail and the Cryptocurrency in that transaction may be returned. The tokens in the ICO will be allocated among the contributing Purchasers on a first come, first served basis.
- (3) Distribution of XBX to Purchasers: Upon receipt and acceptance of a Purchasers' Contribution, the Trading Platform will allocate a corresponding amount of XBX to the Purchasers' account. The XBX will

be nontransferable until they are released as set out in paragraph (1). According to this distribution, Purchasers agree and acknowledge that the allocation is under the Trading Platform's control and XBX Team has no liabilities on any loss and damages occurred from such allocation.

- (4) No Refund: Purchasers understand and accept that all Contributions are final and may not be reversed. Contributions that entitle Purchasers to XBX are non-refundable. Any Contributions that do not entitle the Purchasers to XBX (e.g. due to the amount of Contributions exceeding the maximum contribution amount) may be automatically sent back to the sending account. By contributing to the XBX Project, Purchasers acknowledge that Purchasers have no right to request a refund for any reason, and that Purchasers will not receive money or other compensation for any XBX that is not used or remains unused. XBX Team shall not be liable for any losses caused by the Purchasers attempting to contribute from an exchange, smart contract or other non- standard single access address.

### 2.3 XBXCOIN Functionality

As means to participation on the XBX Project, XBX holder carries no right to express or imply any information that differs the right to use the XBX. Beyond this, ownership of a XBX carries no rights express or implied. Purchasers understand and accept that, as a holder of XBX, Purchasers have no right to claim any ownership right or stake, intellectual property rights, equity or equivalent rights or any other form of participation in or relating to the XBX and/or XBX Team. Through the allocation of XBX to Purchasers, Purchasers receive no right to receive any revenues generated by the intellectual property rights developed as part of the XBX or any other assets. Purchasers understand and agree that the sole and exclusive usage rights of these intellectual property rights are retained by XBX Global Limited and/or its affiliates.

### 2.4 Representations and Warranties of Purchasers

By making the Contribution, Purchasers represent and warrant that:

- (1) Purchasers are not a citizen or resident of a country, whose legislation conflicts with obtaining or distributing cryptographic tokens such as XBX, the contemplated allocation of XBX and/or the XBX in general;
- (2) Purchasers are not a citizen or resident of the United States or the People's Republic of China;

- (3) Any Funds used for the Contribution are: (a) good, clean, clear and are of non-criminal origin; (b) completely free and clear of any liens or encumbrances of any kind or any rights of third-party interests; and (c) have no origins that may be connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally;
- (4) Purchasers are not listed or associated with any person or entity listed on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, or Groups and Entities Subject to EU Financial Sanctions;
- (5) Purchasers have a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like Bitcoin (BTC) and Ethereum (ETH), and blockchain-based software systems;
- (7) Purchasers carefully reviewed the Trading Platform's terms and conditions on the relevant Trading Platform's website and fully understand and accept them.
- (8) Purchasers are legally permitted to make the Contribution in order to create and obtain XBX in Purchasers' jurisdiction;
- (10) Purchasers are legally permitted to receive software and transfer Funds for the purpose of gaining access to the XBX Platform;
- (11) Purchasers are authorized and have full power to purchase XBX according to the laws that apply in Purchaser's jurisdiction of domicile;
- (12) Purchasers do not act as an agent on behalf of any other persons or entities that wish to purchase the XBX or participate in his/her/its token sale.
- (13) Purchasers are of a sufficient age (20 years or older in case that Purchasers are Thai citizen and 21 years or older if Purchasers are other countries citizen) to legally allocate and obtain XBX;
- (14) Purchasers shall take sole responsibility for any restrictions and risks associated with receiving, holding, transferring or using XBX;
- (15) Purchasers are not obtaining or using XBX for any illegal purposes;
- (16) Purchasers are purchasing the functionality of the XBX primarily

gain early access benefits to the XBX platform i.e. The use of XBX services, being aware of the commercial risks associated with the XBX Project;

- (17) Purchasers understand that participation in the ICO does not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- (18) Purchasers understand that the Contribution of Funds, the allocation and distribution of XBX and the development of the XBX carries significant financial, regulatory and reputational risks as further set forth in section 4;
- (19) Purchasers understand and expressly accepts that there is no warranty whatsoever on the XBX and/or the success of the XBX Project, expressed or implied, to the extent permitted by law, and that the platform is used and XBX is allocated and distributed to and obtained by Purchasers at the sole risk of Purchasers on an “as is” and “under development” basis and without, to the extent permitted by law, any warranties of any kind, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose;
- (20) Purchasers understand that Purchasers have no right to against any other party to request any refund of the Funds contributed to the allocation and distribution of the XBX Token under any circumstance;
- (21) Purchasers understand that Purchasers bear the sole responsibility to determine if Purchasers ’s transfer of Funds, the creation, allocation, ownership or use of XBX, the potential appreciation or depreciation in the value of XBX over time and/or any other action or transaction related to the XBX have tax implications for him/her/it; by receiving, holding, transferring or using XBX, and to the extent permitted by law, Purchasers agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the distribution, allocation, ownership or use of XBX or any other action or transaction related to the XBX Project.
- (22) As part of the XBX allocation process, Purchasers will use Purchasers ’s own account on the Trading Platform network, with a Purchaser login associated to this account and password. The password is used to protect the access to the use of Purchasers. Following the creation of XBX, for Purchasers’ participating in the

ICO, the XBX will be transferred to the account from which the Contribution was made. In order to receive the XBX, Purchasers shall ensure that Purchasers supply Purchasers' own account. Purchasers understand that Purchasers must keep Purchasers password and Purchasers login, including but not limited to the private key and public key, safe and that Purchasers may not share them with anybody. Purchasers' further understand that Purchasers' login, password, and/or private key and public key is/are lost or stolen, Purchasers' may not be able to generate a new password or recover Purchasers' account and if Purchasers lose Purchasers' login and password, the XBX associated with Purchasers account will be unrecoverable and will be permanently lost. Furthermore, Purchasers understand that there may be no recovery mechanism for lost keys, passwords, so no one may be able to provide Purchasers with access to any XBX on accounts whose Purchasers login, the password has been lost.

- (23) Purchasers agree and acknowledge that the Whitepaper, undertaking and/or the completion of the XBX sale, or future trading of XBX on any cryptocurrency exchange, shall not be construed, interpreted or deemed by Purchasers as an indication of the merits of XBX Team or XBX;
- (24) Purchasers agree and acknowledge that in the case where the Purchasers wish to purchase any XBX, it is not to be construed, interpreted, classified or treated as:
  - a) any kind of currency other than Cryptocurrency;
  - b) debentures, stocks or shares issued by XBX Team
  - c) rights, options or derivatives in respect of such debentures, stocks or shares;
  - d) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
  - e) units in a collective investment scheme;
  - f) units in a business trust;
  - g) derivatives of units in a business trust; or
  - h) any other security or class of securities.
- (25) Purchasers have a good understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of Cryptocurrency, blockchain-based software systems, Cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract

technology;

- (26) Purchasers agree and acknowledge that XBX Team is not liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on this Whitepaper or any part thereof by the Purchasers;
- (27) All of the above representations and warranties are true, complete, accurate and non-misleading from the time of his/her/its access to and/or acceptance of possession the Whitepaper or such part thereof (as the case may be).
- (28) Purchasers acknowledge and agree 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, XBX or the BTC-XBX at platform under any cause or action whatsoever of any kind in limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the Parties 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, XBX.

### **3. XBX Execution**

- 3.1 Purchasers understand and accept that the development and execution of the XBX will be performed by XBX Team. For these purposes, XBX Team shall be entitled to the full amount of Contributed Funds (less costs) and the amounts cover expenses, charges and other costs that may arise by XBX Team as part of the development and execution of the XBX Project. XBX Team has the right to engage subcontractors to perform the entire or partial development and execution of the XBX Project. The scope of the development work will be triggered by the aggregate amount of Contributions received, as indicatively laid out in the Whitepaper; provided, however, that XBX Team shall have full discretion to determine the scope of development work. It remains at XBX Team's sole discretion to decide how to allocate the funds in order to develop and execute the XBX Project.
- 3.2 Purchasers understand and accept that Purchasers shall not have any expectation of influence over governance on the XBX Project.
- 3.3 Purchasers understand and accept that the XBX will need to go through substantial development work, which may result in significant conceptual,



technical and commercial changes before release.

#### **4. Risks**

Purchasers understand and accept the risks associated with Contributing Funds to the XBX Platform and the creation and distribution of XBX as exemplary set forth above and hereinafter. In particular, Purchasers understand and accept the non-exhaustive list of inherent risks:

- (1) Risk of software weaknesses: The underlying software application and software platform (i.e. the blockchain) is still in an early development stage and unproven, and there are no warranties or covenants that the process for creating or distributing XBX will be uninterrupted or error-free. While there is an inherent risk, the software may contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Funds and/or XBX.
- (2) Risk of insufficient information: The XBX is in an early developmental stage and its philosophy, consensus mechanism, algorithm, code and other technical specifications where parameters can be updated and changed frequently and constantly. While the Whitepaper contains the up-to-date key information related to the XBX at the date of the Whitepaper, it is not yet completed or final and is subject to further adjustments and updates that XBX Team shall make from time to time. XBX Team is not in a position, nor obliged, to keep the Purchasers closely posted on every details of the XBX Project development (including its progress and expected milestones, Ethereum re-scheduled or not) and therefore will not necessarily provide the Purchasers with timely or full access to all the information relating to the XBX that may emerge from time to time.
- (3) Risk of abandonment/lack of success: The creation and distribution of the XBX and the development of the XBX may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The XBX is not expected to be popular, prevalent or widely used soon after its launch. The XBX may remain marginalized in the long run, appealing to only a minimal portion of Purchasers (if any). There is thus no assurance that, even if the XBX is partially or fully developed and launched, Purchasers will receive any benefit through the XBX held by Purchasers.
- (4) Risk of withdrawing partners: The feasibility of the XBX depends strongly on the collaboration of banks and other crucial partners of XBX

Team. There is, therefore, no assurance that the XBX as a whole or parts thereof will be successfully executed as set out in these Terms or otherwise.

- (5) The risk associated with other applications: The XBX may give rise to other, alternative projects, promoted by unaffiliated third parties, under which XBX will have no intrinsic value.
- (6) Risk of loss of private key: In case that the Purchasers' private key file, password or the backup seed is lost or stolen, the XBX associated with the Purchasers' account (address) or password may be unrecoverable and permanently lost.
- (7) Third party risk: XBX Team may engage third parties to manage and operate the Pre-sale and ICO processes. XBX Team has no visibility into, or possibility to control, the software or mechanisms used by such third parties, and cannot verify or guarantee the proper functionality of the third parties' software or operations.
- (8) Risk of theft: The underlying software application and software platform (i.e. the blockchain), or other assets of the XBX Project, may be exposed to attacks by hackers or other individuals that could result in theft or loss of XBX or Funds, which may lead to a loss or devaluation of Funds and/or XBX's and the ability to develop XBX Project.

## **5. Taxation**

- 5.1 Purchasers agree to bear a sole responsibility to determine if the Contribution to the XBX Project; the creation, allocation, ownership and use of XBX or the purchase and thereof after allocation and distribution; the potential appreciation or depreciation in the value of XBX over time; and/or any other action or transaction related to the XBX have tax implications for him/her/it.
- 5.2 By receiving, holding, transferring or using XBX to the extent permitted by law, the Purchasers agree not to hold any third party (including XBX Team Members as well as other developers, auditors, contractors or founders associated with the XBX or XBX Team) liable for any tax liability associated with or arising from the creation, allocation, distribution, ownership or use of XBX or any other action or transaction related to the XBX Project.

## **6. Non- Resident**

- 6.1 The Purchasers agree that Purchasers shall be a non-resident of USA, China, North Korea, Iran, or any country involved in arm/weaponry trade risks. XBX shall not abide the sale of XBX or provide any other services to the purchasers if the purchasers are not a non-resident of such countries.

## **7. Disclaimer**

- 7.1 Purchasers acknowledge and agree that, to the fullest extent permitted by any applicable law, Purchasers shall not hold any XBX Team Members or other developers, auditors, contractors or founders associated with the XBX and/or XBX Team liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, XBX, and/or the XBX Team Platform 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). Purchasers further acknowledge and agree that the XBX Team Members or other developers, auditors, contractors or founders associated with the XBX and/or XBX Team shall not 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 the inability to use the XBX.
- 7.2 Purchasers further specifically acknowledge that XBX Team Members or other developers, auditors, contractors or founders associated with the XBX and/or XBX Team are not liable, and Purchasers agree not to seek to hold them liable, for the conduct of third parties and that the risk of receiving, holding, transferring and using XBX rests entirely with Purchasers.
- 7.3 By receiving, holding, transferring or using XBX, and to the extent permitted by law, the Purchaser agree not to hold any third party (including XBX Team Members and other developers, auditors, contractors or founders associated with the XBX, the platform and/or XBX Team) liable for any regulatory implications or liability associated with or arising from the creation, allocation, distribution, ownership or use of XBX or any other action or transaction related to the XBX Project.
- 7.4 Neither XBX Team nor any of its officers and employees are to be or shall be considered as advisors in any legal, tax or financial matters.
- 7.5 Acquiring XBX shall not grant any equity, right or influence over XBX Team's organization and governance to the Purchasers.

## **8. Dispute Resolution**

- 8.1 XBX Team and Purchasers (the “**Parties**”) agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this pre-sale and their respective rights and obligations hereunder arising under this Agreement (a “**Dispute**”).
- 8.2 If the Parties, or their designated representatives, are unable to resolve the Dispute within ten (10) business days after referral of the matter to them, the Parties will submit the Dispute for resolution pursuant to 7.3 and 7.4 of this Section.
- 8.3 Any dispute or difference arising out of or in connection with this Agreement, including any question with regard to its existence, validity or termination, shall be settled by arbitration.
- 8.4 The arbitration shall be held under the Thailand Arbitration Centre (“THAC”) and conducted in accordance with the THAC rules. Such arbitration shall be presided by one arbitrator who shall be appointed by the Parties. Should the parties be unable to agree to the appointment of an arbitrator, the Director of the THAC shall appoint the arbitrator. The decision of the arbitrator shall be final and binding on the parties. As far as applicable, any award rendered shall be enforceable in accordance with British Virgin Island Law. Notwithstanding the foregoing, judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such a court for judicial acceptance of the award and an order for enforcement, as the case may be.

## **9. Miscellaneous**

- 9.1 Should the XBX holder transfer XBX to a new holder, the XBX holder is responsible for ensuring the transfer is within the applicable laws within all applicable jurisdictions.
- 9.2 The Purchasers 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.
- 9.3 These Terms govern the creation, allocation, distribution, ownership and use of XBX and supersede any public statements and other documentation about the launch of XBX made by anyone in the past, present and future.
- 9.4 The ICO applicable law is British Virgin Islands law.

- 9.5 If Purchasers are in any doubt about the contents of these Terms or the actions, Purchasers should take, consult Purchasers' solicitor, accountant or other professional adviser immediately.
- 9.6 The language of this Terms and any further documents to be executed related to this Terms shall be in the English language. In the event of any dispute arising from an alleged difference in meaning between any translation of this Terms and the English text, the English text shall solely prevail.
- 9.7 Should any part, term or provision of the Terms be determined to be by an arbitrator or a court or other competent authority to be unlawful, invalid or unenforceable and of no effect, such provision shall be deemed to be deleted from the Terms. The validity and enforceability of the remaining portions or provisions shall not be affected thereby.