

BITXOXO ICO “XOXO” PARTICIPATION AND TOKEN USAGE LEGAL AND SALE TERMS

These terms and conditions (hereinafter the “Terms”) describe information applicable to the use of the bitxoxo.exchange website and its ICO named “XOXO”, which is owned and operated by Bitxoxo. By using the Website or its related services, including Token sale process (ICO), you expressly agree to be bound by all of the terms and conditions set forth.

In accepting this agreement, you acknowledge that you have read this agreement, understand it, and had an opportunity to seek independent legal advice prior to agreeing to it. You also warrant that you are at least 18 years old and have full capacity to contract under applicable law; only transacting on bitxoxo.exchange with legally-obtained funds that belong to you; not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of bitxoxo.exchange; and, comporting with and obeying all applicable laws.

At any point, if you do not agree to any portion of the current Terms, you should not proceed to use the Website or participate in the Token sale.

Bitxoxo has the right to review and amend the current agreement at any time without notice.

To invest in the XOXO token sale, you’ll need to submit; Government issued Identity details to pass KYC/AML (Know Your Customer/Anti-Money Laundering) and AML/CFT (Anti-Money Laundering/Countering the Financing of terrorism), Once this information is processed successfully, we’ll notify you and automatically register you for the sale. If Buyer or Investor or User of

XOXO Tokens failed to submit or wrongfully submit or mislead the company with KYC/AML requirements, Bitxoxo has a right not to distribute the respective tokens to the buyer or Investor or User. Unfortunately, citizens of countries where cryptocurrency and ICOs are restricted are prohibited from participating in the ICO token sale.

The list of risks specified in these Terms and in our separate legal disclosure is not comprehensive, as well as it may not contain those risks which cannot be predicted at the present moment. If you are not sure that you can estimate the probability of occurrence of such risks by yourself, you are advised to contact an appropriate specialist (a lawyer, an auditor, an adviser or a programmer) before making a decision about entering into the relations with the Service and participate our ICO.

By purchasing the XOXO Tokens, the Purchaser confirms that he/she: - Is legally permitted to purchase Tokens in the Purchaser's jurisdiction; - Is of a sufficient age to legally purchase Tokens or has received permission from a legal guardian who has reviewed and agreed to these Terms and the Sale Agreement; - Will take sole responsibility for any restrictions and risks associated with the purchase of Tokens as set in the Terms;

- Is not exchanging cryptocurrency for Tokens for the purpose of speculative investment;

- Has a full and complete understanding of the usage and intricacies of Blockchain-based assets, like Tokens, cryptocurrencies and Blockchain-based software systems.

The purchasers of the Bitxoxo tokens are responsible for their own assessment of risk and must seek their own independent advice. We do not, in any way, shape or form, provide any warranties, guarantees or undertakings in relation to the ICO, the tokens or our services. We

Reserve the right to limit any and all investors from investing, at our sole discretion. By participating in the ICO and purchasing Bitxoxo tokens, you assume all personal responsibility.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Buyer hereby agree as follows:

IMPORTANT CONSUMER INFORMATION:

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY

This XOXO Token Sale Agreement is not an offer to the public of securities or a collective investment scheme, nor does it require registration or approval from a regulatory authority.

Introduction to the Bitxoxo products and services and Bitxoxo Platform:

1. Bitxoxo is developing a new product and services, as described in the ICO White Paper, as amended from time to time and made available on the Website (as defined below) (“White Paper”).
2. Contributions for developing the Bitxoxo new products and services are being collected by Bitxoxo. In return for Contributions, Bitxoxo create genesis allocations of XOXO, the cryptographic fuel necessary for the operation of and interaction with Bitxoxo, in

accordance with the terms of this Agreement and its Schedule.

3. Company will have no control over when, how or whether the Bitxoxo products and services is adopted or implemented, or how, when or whether the Bitxoxo products and services is launched.

BINDING AGREEMENT

Buyer understands and agrees that Buyer is subject to and bound by this Agreement by virtue of Buyer's purchase of XOXO Tokens.

NO U.S. PURCHASERS: XOXO Tokens are not being sold to U.S. persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation, partnership, unincorporated entity or other legal person created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a "U.S. person") do not purchase or attempt to purchase XOXO Tokens. If doing so (purchase or attempt to purchase XOXO token), Company has a right not to distribute tokens to the respective person.

No Cryptocurrency or ICO restricted countries PURCHASER: XOXO Tokens are not being sold to cryptocurrency or ICO restricted countries persons (as defined below). If you are citizen, resident of, or a person located or domiciled in, the cryptocurrency or ICO restricted countries including its states, territories or any entity, including, without

limitation, any corporation, partnership, unincorporated entity or other legal person created or organized in or under the laws of the cryptocurrency or ICO restricted countries, any state or territory thereof or the District of cryptocurrency or ICO restricted countries (a “cryptocurrency or ICO restricted countries person”) do not purchase or attempt to purchase XOXO Tokens. If doing so (purchase or attempt to purchase XOXO token), Company has a right not to distribute tokens to the respective person.

XOXO TOKENS HAVE NO RIGHTS, USES OR ATTRIBUTES.
Ownership of XOXO Tokens carries no rights other than the right to exchange and claim over the Bitxoxo Platform, and to participate in bonus activities as may be organized by the Company from time to time. XOXO Tokens do not represent or confer any ownership right or stake, share or security or equivalent rights, intellectual property rights or any other form of participation relating to the Bitxoxo.

PURCHASES OF XOXO TOKENS ARE NON-REFUNDABLE, AND PURCHASES CANNOT BE CANCELLED, EXCEPT AS EXPLICITLY MADE KNOWN TO THE BUYER IN WRITING. BUYER MAY LOSE ALL AMOUNTS PAID. XOXO TOKENS MAY HAVE NO VALUE. COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL XOXO TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.

ARTICLE ONE

1. ACCEPTANCE OF BITXOXO PLATFORM AGREEMENT AND PURCHASE OF XOXO TOKENS

1.1. Acceptance of Agreement. This Agreement shall be effective and binding on the Parties

when Buyer: (a) clicks the check box on the official website <http://www.bitxoxo.exchange> and any other website as may be announced from time to time by Bitxoxo (the “Website”) to indicate that Buyer has read, understands and agrees to the terms of this Agreement; or if earlier, (b) upon receipt by the Company of payment from the Buyer in respect of the XOXO Tokens in BTC, LTC, DOGE or ETH. Buyer agrees to be bound on this basis, and confirms that Buyer has read in full and understands this Agreement and the terms on which Buyer is bound.

1.2. Website Terms of Use. Company has established Terms of Use, as may be amended from time to time, available on the Website, which are deemed part of this Agreement. Buyer has read, understands and agrees to the Terms of Use.

1.3. White Paper. Company has prepared the White Paper, which is available on the Website, describing matters relating to the Bitxoxo. Buyer has read and understands the White Paper and its contents. The White Paper, as it may be amended from time to time, is deemed part of this Agreement. The terms of this Agreement will prevail over the White Paper in case of conflict.

1.4. XOXO is an unregulated virtual currency. If there are any regulations imposed regarding XOXO and virtual currencies, the terms and conditions of this Agreement and other terms regulating the usage of XOXO may be changed significantly by the Company to ensure compliance with such regulatory requirements.

ARTICLE TWO

2. XOXO TOKENS

2.1. Allocation and Distribution of XOXO Tokens. Bitxoxo shall allocate and distribute XOXO Tokens (the “XOXO Token”) in accordance with the material specifications set forth in SCHEDULE A to this Agreement, which includes details regarding the timing (the “XOXO Distribution Period”) and pricing of the XOXO Token and the amount of XOXO Tokens that will be distributed. During the XOXO Distribution Period, Bitxoxo will provide specific procedures on how Buyer should acquire XOXO Tokens through the XOXO Contract.

By purchasing XOXO Tokens, Buyer acknowledges and understands and has no objection to such procedures and material specifications. Failure to use the XOXO Contract and follow such procedures may result in Buyer not receiving any XOXO Tokens. The access or use of the XOXO Token Contract and/or the receipt or purchase of XOXO Tokens through any other means other than the Website which are not sanctioned or agreed to in any way by the Company and will create no obligation on the Company towards the Buyer. Buyer should take great care that the website used to purchase XOXO Tokens is the Website.

2.2. XOXO Rights and Attributes. XOXO Tokens are cryptographic tokens created for access to the Bitxoxo Platform, and as benefits associated with this access, provided in white paper may be carried out from time to time by Bitxoxo or the Company at its sole discretion. There are no guarantees of their future use or value, which can be zero. Although Bitxoxo and the Company shall endeavour to provide or offer to Buyer the products, services or bonus activities described in this sub-clause, they shall not be bound to do so.

2.3. NO U.S. PURCHASERS: XOXO Tokens are not being offered to U.S. Persons. All U.S. Persons are prohibited and restricted from using the XOXO Contract, and the Company is not in any way soliciting purchases by U.S. Persons. If a U.S. Person uses the XOXO Contract, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a U.S. Person as Buyer or Buyer has entered into this Agreement or has purchased XOXO Tokens on behalf of a U.S. person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any U.S. Person who uses the XOXO Contract or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Bitxoxo and the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "Bitxoxo Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or

indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the “Damages”) incurred by a Bitxoxo Party that arises from or is a result of such U.S. person’s unlawful, unauthorized or fraudulent use of the XOXO Contract.

2.4. No Cryptocurrency or ICO restricted countries Buyers. XOXO Tokens are not being offered to cryptocurrency or ICO restricted countries Persons. All cryptocurrency or ICO restricted countries Persons are prohibited and restricted from using the XOXO Contract, and the Company is not in any way soliciting purchases by cryptocurrency or ICO restricted countries Persons. If a cryptocurrency or ICO restricted countries Person uses the XOXO Contract, such person has done so and entered into this Agreement on an unlawful, unauthorized and fraudulent basis and this Agreement is null and void. Company is not bound by this Agreement if this Agreement has been entered into by a cryptocurrency or ICO restricted countries Person as Buyer or Buyer has entered into this Agreement or has purchased XOXO Tokens on behalf of a cryptocurrency or ICO restricted countries person, and Company may take all necessary and appropriate actions, in its sole discretion, to invalidate this Agreement, including referral of information to the appropriate authorities. Any cryptocurrency or ICO restricted countries Person who uses the XOXO Contract or enters this Agreement on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold harmless Bitxoxo and the Company’s respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates,

agents, representatives, predecessors, successors and assigns (collectively, the “Bitxoxo Parties”) from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the “Damages”) incurred by a Bitxoxo Party that arises from or is a result of such cryptocurrency or ICO restricted countries person’s unlawful, unauthorized or fraudulent use of the XOXO Contract.

2.5. No Representations and Warranties. The XOXO Tokens will be distributed to Buyers pursuant to the XOXO Contract. None of the Bitxoxo Parties makes any representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the XOXO Contract, the XOXO Token Contract or the XOXO Tokens or their utility, or the ability of anyone to purchase or use the XOXO Tokens. Without limiting the foregoing, none of the Bitxoxo Parties represent or warrant that the process of purchasing the XOXO Tokens or receiving the XOXO Tokens will be uninterrupted or error-free or that the XOXO Tokens are reliable and error-free. As a result, Buyer acknowledges and understands that Buyer may never receive XOXO Tokens and may lose the entire amount Buyer paid to Company. Buyer shall provide an accurate digital wallet address to Company for receipt of any XOXO Tokens distributed to Buyer pursuant to the XOXO Contract and the XOXO Token Contract.

2.6. Not an Offering of Securities, Commodities, or Swaps. The sale of XOXO Tokens and the XOXO Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind. Purchases and sales of XOXO Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

2.7. Not an Investment. Buyer should not participate in the XOXO Token or purchase XOXO Tokens for investment purposes. XOXO Tokens are not designed for investment purposes and should not be considered as a type of investment. Buyer acknowledges, understands and agrees that Buyer should not expect and there is no guarantee or representation or warranty by Company that: (a) the Bitxoxo products and services will ever be adopted; (b) the Bitxoxo products and services will be adopted as developed by Bitxoxo and not in a different or modified form; (c) a blockchain utilizing or adopting the Bitxoxo products and services will ever be launched; and (d) a blockchain will ever be launched with or without changes to the Bitxoxo products and services.

Furthermore, holding XOXO Tokens is not a guarantee, representation or warranty that the holder will be able to use the Bitxoxo Platform, or receive any tokens utilized on the Bitxoxo

Platform, even if the Bitxoxo Platform is launched and the Bitxoxo products and services is adopted, of which there is no guarantee, representation or warranty made by Company.

2.8. Not for Speculation. Buyer acknowledges and agrees that Buyer is not purchasing XOXO

Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

ARTICLE THREE

3. NO OTHER RIGHTS CREATED

3.1. No Claim, Loan or Ownership Interest. The purchase of XOXO Tokens: (a) does not provide Buyer with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to Company; and (c) does not provide Buyer with any ownership or other interest in Company.

3.2. Intellectual Property. Company retains all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Buyer may not use any of Company's intellectual property for any reason without Company's prior written consent.

ARTICLE FOUR

4. SECURITY AND DATA; TAXES

4.1. Security and Data Privacy

4.1.1. Buyer's Security. Buyer will implement reasonable and appropriate measures designed to secure access to: (i) any device associated with Buyer and utilized in connection with Buyer's purchase of XOXO Tokens; (ii) private keys to Buyer's wallet or account; and (iii) any other username, passwords or other login or identifying credentials. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's XOXO Tokens and/or access to Buyer's account. Company is under no obligation to recover any XOXO Tokens that have been lost, stolen or destroyed due the Buyer's failure or negligence in maintaining appropriate level of security in accordance with this sub-clause.

4.1.2. Additional Information. Upon Company's request, Buyer will immediately provide to Company information and documents that Company, in its sole discretion, deems necessary or appropriate to comply with any laws, regulations, rules or agreements, including without limitation judicial process. Such documents include, but are not limited to, passport, driver's license, utility bills, photographs of associated individuals, government identification cards or sworn statements. Buyer consents to Company disclosing such information and documents in order to comply with applicable laws, regulations, rules or agreements. Buyer acknowledges that Company may refuse to distribute XOXO Tokens to Buyer until such requested information is provided.

4.2. Taxes. Buyer acknowledges, understands and agrees that: (a) the purchase and receipt of XOXO Tokens may have tax consequences for Buyer; (b) Buyer is solely responsible for Buyer's compliance with its tax obligations; and (c) Company bears no liability or responsibility with respect to any tax consequences to Buyer.

ARTICLE FIVE

5. REPRESENTATIONS AND WARRANTIES OF BUYER

By purchasing XOXO Tokens, the Buyer covenants, represents and warrants to each of the Bitxoxo Parties that:

5.1. Not a cryptocurrency or ICO restricted countries Person. Buyer is not a cryptocurrency or ICO restricted countries Person. Where Buyer status changes at any time, the Buyer shall immediately notify the Bitxoxo Parties of this change;

5.2. Authority. Buyer has all requisite power and authority to execute and deliver this Agreement, to use the XOXO Contract and the XOXO Token Contract, purchase XOXO Tokens, and to carry out and perform its obligations under this Agreement Accordingly:

5.2.1. Where Buyer is an individual, it represents and warrants that it is at least 18 years old and of sufficient legal age and capacity to purchase XOXO Tokens.

5.2.2. Where the Buyer is a legal person, Buyer is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction, and every other jurisdiction where it conducts its business.

5.3. No conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of Buyer's organizational documents, if applicable; (b) any provision of any judgment, decree or order to which Buyer is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which Buyer is a party or by which it is bound; or (d) any laws, regulations or rules applicable to Buyer.

5.4. No Consents of Approvals. The execution and delivery of, and performance under, this Agreement require no approval or other action from any governmental authority or person other than Buyer.

5.5. Buyer Status. Buyer is not subject to any of the disqualifying events, and there is no proceeding or investigation pending or, to the knowledge of Buyer, threatened by any governmental authority, that would reasonably be expected to become the basis for a Buyer Event. Buyer is legally permitted to participate in the ICO and is legally permitted to receive and hold cryptocurrencies and tokens.

5.6. Buyer Knowledge and Risks of Project. Buyer has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain

technology, to be able to evaluate the risks and merits of Buyer's purchase of XOXO Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of XOXO Tokens, and liability to the Bitxoxo Parties and others for its acts and omissions, including with limitation those constituting breach of this Agreement, negligence, fraud or willful misconduct. Buyer has obtained sufficient information in order to make an informed decision to purchase XOXO Tokens.

5.7. Funds and Payments.

5.7.1. Funds. The funds, including any fiat, virtual currency or cryptocurrency, Buyer uses to purchase XOXO Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Buyer will not use the XOXO Tokens to finance, engage in, or otherwise support any unlawful activities.

5.8. Miscellaneous Regulatory Compliance:

5.8.1. Know your Customer; Anti-Money Laundering; Counter-Terrorism Financing. To the extent required by applicable law, Buyer complies with all know your customer, anti-money laundering and counter-terrorism financing requirements and in accordance with the material specifications set forth in SCHEDULE B to this Agreement. If Buyer or Investor or User of XOXO Tokens failed to submit or wrongfully submit or mislead the company with KYC/AML requirements, Bitxoxo has a right not to distribute the respective tokens to the buyer or Investor or User.

5.8.2. Sanctions Compliance. Neither Buyer, nor any person having a direct or indirect beneficial interest in Buyer or XOXO Tokens being acquired by Buyer, or any person for whom Buyer is acting as agent or nominee in connection with XOXO Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, “Sanctions”) or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

ARTICLE SIX

6. DISCLAIMERS

6.1. Buyer expressly acknowledges, understands and agrees that Buyer is using the XOXO Contract, the XOXO Token Contract and purchasing XOXO Tokens at the Buyer’s sole risk and that the XOXO Contract, the XOXO Token Contract and XOXO Tokens 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 Company and Buyer shall rely on its own examination and investigation thereof.

6.2. No Representation or Warranty. (A) COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; AND (B) WITH RESPECT TO THE XOXO DISTRIBUTION CONTRACT, THE XOXO TOKEN CONTRACT AND THE XOXO TOKENS, COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY

REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE SEVEN

7. RISKS

First of all, The Purchasers understand that participating in Token Sale may result in financial losses!

Nothing in the Service, in the Terms or in any statements or information contained on the Site at any moment, or in any means of communication of the Service (including but not limited to the publications in social media, as well as the statements or declarations made by inter alia the representatives of the Service, notwithstanding whether they had been made personally or on behalf of the Service), notwithstanding the time of their occurrence, shall be construed as the guarantee of gaining profit or benefit in any other form.

Venture investments are highly risky. Buying XOXO tokens is a considerable risk. The investors and managers incur the following risks: inherent risk, loss risk, theft risk, compliance risk, risk of misconception. Once the investor sends his cryptocurrency to one of the fund's wallets, he confirms that he understands and accepts the risks and potential irreversible losses. The fund's managers only risk losing their own personal investments.

Please refer our separate "Risk Disclosure Document"

ARTICLE EIGHT

8. LIMITATION OF LIABILITY; INDEMNIFICATION

8.1. Limitation of Liability. To the fullest extent permitted by applicable law, Buyer disclaims any right or cause of action against the Bitxoxo Parties of any kind in any jurisdiction that would give rise to any Damages whatsoever, on the part of any Bitxoxo Party. Each of the Bitxoxo Parties shall not be liable to Buyer for any type of Damages, even if and notwithstanding the extent an Bitxoxo Party has been advised of the possibility of such Damages. Buyer agrees not to seek any refund, compensation or reimbursement from an Bitxoxo Party, regardless of the reason, and regardless of whether the reason is identified in this Agreement.

8.2. Damages. In no circumstances will the aggregate joint liability of the Bitxoxo Parties, whether in contract, warrant, tort or other theory, for Damages to Buyer under this Agreement exceed the amount received by Company from Buyer.

8.3. Force Majeure. Buyer understands and agrees that Company shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

8.4. Release. To the fullest extent permitted by applicable law, Buyer releases the Bitxoxo Parties from responsibility, liability, claims, demands, and/or Damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between Buyer and the acts or omissions of third parties.

8.5. Indemnification.

a. To the fullest extent permitted by applicable law, Buyer will indemnify, defend and hold harmless and reimburse the Bitxoxo Parties from and against any and all actions, proceedings, claims, Damages, demands and actions (including without limitation fees and expenses of counsel), incurred by an Bitxoxo Party arising from or relating to: (i) Buyer's purchase or use of XOXO Tokens; (ii) Buyer's responsibilities or obligations under this Agreement; (iii) Buyer's breach of or violation of this Agreement; (iv) any inaccuracy in any representation or warranty of Buyer; (v) Buyer's violation of any rights of any other person or entity; and/or (vi) any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

b. Company reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under this Section 8.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Company.

ARTICLE NINE

9. DISPUTE RESOLUTION

Informal Dispute Resolution. Buyer and Company shall cooperate in good faith to resolve any dispute, controversy or claim (including non-contractual disputes or claims) arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a “Dispute”).

Arbitration.

- a. Any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Australian Disputes Centre (ADC).
- b. The arbitration shall be conducted in Sydney, Australia in accordance with the ADC Rules for Domestic Arbitration operating at the time the dispute is referred to ADC (the Rules).
- c. The terms of the Rules are hereby deemed incorporated into this document.

ARTICLE TEN

10. MISCELLANEOUS

10.1. Governing Law and Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of domicile country, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

10.2. Assignment. Buyer shall not assign this Agreement without the prior written consent of Bitxoxo. Any assignment or transfer in violation of this Section 10.2 will be void. Company may assign this Agreement to an affiliate. Subject to the foregoing, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

10.3. Entire Agreement. This Agreement, including the exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Bitxoxo Party about the XOXO Tokens, the Bitxoxo Platform, Blockchain Tokens or any other tokens on the Bitxoxo Platform.

10.4. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.5. Modification of Agreement. Company may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website at any time and in its sole discretion. Any such modified terms will become effective upon the posting of the revised terms or such policies and rules to the Agreement. It is Buyer's responsibility to check the Website regularly for modifications to this Agreement. This Agreement was last modified on the date stated at the beginning of this Agreement. The Buyer's continued use of the XOXO Tokens, the Website and of any other service provided to it by the Company will constitute acceptance of such changes.

SCHEDULE A

INITIAL COIN OFFERING FOR THE XOXO TOKEN AND XOXO DISTRIBUTION PERIOD

The XOXO Token Distribution following the initial coin offering for the purchase of XOXO will take place as set out in this schedule. The Company reserves the right to amend the schedule set out in this schedule. As may become necessary from time to time. Such

amendments shall be notified to the Purchaser through publication of a notice on the Website.

- The presale date will start on or before 18th April 2018 to 30th April 2018
- The Main-sale ICO date will start on or before 5th May 2018 to 31st May 2018
- The distribution of XOXO token will commence from one week after the main sale ICO ends.

SCHEDULE B

KYC/AML and AML/CFT

Money laundering (“ML”) is a process intended to mask the benefits derived from criminal conduct so that they appear to have originated from a legitimate source. Acts of terrorism seek to influence or compel governments into a particular course of action or to intimidate the public or a section of the public. Trust companies are reminded of the definitions of terrorism set out in the Terrorism (Suppression of Financing) Act (Cap. 325) (“TSOFA”) and the United Nations (Anti-terrorism Measures) Regulations (Rg. 1).

Terrorists require funds to carry out acts of terrorism, and terrorism financing (“TF”) is the act of providing these funds. Such funds may be derived from criminal activities such as robbery, drug-trafficking, kidnapping, extortion, fraud, or hacking of online accounts. In such cases, there may be an element of ML involved to disguise the source of funds.

However, terrorist acts and organisations may also be financed from legitimate sources such as donations from charities, legitimate business operations, self-funding by individuals etc. Coupled with the fact that TF need not always involve large sums of money, TF can be hard to detect, and trust companies should remain vigilant.

Bitxoxo defends against involvement in illicit activities, such as money laundering, by doing the following:

- Verifying the identity of customers and end users for all registered investors of Bitxoxo and its ICO
- Promulgating and adhering to well established anti-money laundering procedures and corporate policies
- Routinely executing a company-wide assessment to determine the risk of inadvertent involvement in money laundering or other illicit activities. A risk profile is produced after these assessments
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An anti-money laundering policy (“Policy”) shall be reviewed and approved by Bitxoxo. Once approved, the Policy shall be furnished to all our employees and regular training on compliance shall be provided at intervals not to exceed one year. Employees of Bitxoxo shall confirm receipt and understanding of the Policy in writing.

As part of its account generation and creation process, Bitxoxo shall:

- obligate users to furnish proof of identity;
- prohibit any payments to be made without complete account-opening data;

- confirm that users are not listed in compliance databases.

Proving Identification:

Individuals

- Name
- Mailing address and address of residence (PO boxes are not acceptable unless accompanied by valid mailing address)
- Government issued identification numbers including where relevant, but not limited to, social security numbers, driver's license numbers, and passport numbers
- Place of birth and date of birth
- Copies of valid photo identifications for those listed as account holders

Corporate Users

- Name of business and corporate representatives
- Copies of current photo identifications of corporate representatives using the account
- Mailing address of the client's principal place of business (we reserve the right to request the customer's local address if the local address is not the same as the business' principal place of business)
- Customer identification procedures shall be adhered to determine the beneficial owners of trust or corporate accounts.

End User Verification

The validity of documents used to support the opening of an account is to be confirmed before the account can be finalized. Verification requires layered security, multi-factor authentication, and the satisfaction of other obligations to ensure that user identity has been meaningfully confirmed. Account size and other factors are considered during this process.

These methods are examples of verification processes that Bitxoxo reserves the right to employ:

- Employing challenge questions to test user knowledge.
- Ensuring that no inconsistencies exist between customer provided identifying information.
- Use of industry standard device identification procedures, such as geo-location checks and “digital fingerprints”.
- Validating identifying information against information provided by trusted third party sources. Trusted third party sources include reporting agencies
- Validating claimed addresses with copies of bank statements, utility bills, and credit card statements.
- Closing suspicious accounts when clients are unable to furnish sufficient information to confirm identity.
- Requesting notarized copies of birth certificates or businesses’ sealed incorporation documents with an apostil for identification.

All investors must read carefully and accept these conditions and all the risks! All your investments might be lost!