



## Token Sale Agreement

These are terms ('Terms') of RXL token sale. If you have any questions regarding these Terms, please contact us at [info@rxreal.com](mailto:info@rxreal.com)

By making a contribution to 888 Holdings Ltd., a private limited company incorporated under the laws of the Republic of Seychelles, registration No. 198434, with its registered office at Global Gateway 8, Rue de la Perle, Providence, Mahe, Seychelles ('Company') with a purpose of the purchase of RXL tokens ('RXL') during the token pre-sale and/or sale period you agree and are bound by these Terms of RXL token sale and all terms incorporated herein by reference.

RxEAL ('RxEAL') is a platform for trustless and safe security deposit storage on the Ethereum ('ETH') blockchain providing a decentralized impartial dispute resolution with the main focus on real estate and automotive rental markets valued hundreds of billions USD combined. RxEAL will also be available for other industries that demand credible fund storage and fair and impartial dispute resolution.

Please read the Terms carefully, and if you disagree (even partially) with the Terms of RXL token sale, do not make any contribution to the Company and do not purchase RXL tokens.

RXL tokens are not being structured or sold or distributed as securities or any other form of investment product, therefore none of the information presented herein is intended to form the basis for any investment decision, and no specific recommendations are

intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (a) reliance on any information contained herein; (b) any error, omission or inaccuracy in any such information; or (c) any action resulting from such information.

Contributions can only be taken by individuals or any type of entity of company that has extensive knowledge, experience and understanding in cryptocurrency markets. If contributor doesn't meet such requirements he or she shouldn't participate in RxEAL contribution, purchase of RXL tokens.

Your purchase of RXL token/-s from the Company is and will be subject to these Terms. Terms form an integral part of the agreement between the Company and each contributor / purchaser of RXL token/-s.

For the purposes of the Terms the Company and each contributor / purchaser ('Purchaser') of RXL tokens is a party ('Party'), and the Company and Purchaser together – the parties ('Parties').

Parties hereby agree as follows:

### **1. Company, RxEAL Platform and RXL tokens**

1.1. **Company.** The Company: 888 Holdings Ltd., a company incorporated under the laws of the Republic of Seychelles, registration No 198434, with its registered office at Global Gateway 8, Rue de la Perle,

Providence, Mahe, Seychelles.  
Company will realize a crowdcontribution of cryptographic tokens, called RXL that would enable RXL token holders to utilize a software platform RxEAL.

1.2. **Platform.** The Company intends to develop and offer a platform ('RxEAL Platform' or the 'Platform') for credible and safe security deposit storage on the Ethereum ('ETH') blockchain and providing a decentralized impartial dispute resolution mainly focusing on real estate and automotive rental markets. The creators and developers of the Platform together with the advisers possess the marketing, programming, logical, technical, and operational skills needed to develop, deploy and maintain the Platform.

1.3. **RXL.** RXL are RxEAL Platform tokens and internal cryptocurrency. RXL tokens will be distributed between participants of the crowdcontribution. Usage of RXL will be not limited to Platform. The Company is considering use of RXL in other software platforms and use of RXL as cryptographic payment instrument.

1.4. RXL is a fully ERC20 compliant token. The ERC20 standard ensures seamless interaction with decentralized applications and smart contracts on the Ethereum ecosystem and guarantees a fixed standard of security.

1.5. The RXL token allows exclusive access to services provided by the Platform, thus making it an utility token, rather than a speculative instrument. Payments for Platform and its related services and other interactions with platform will be exclusively conducted in RXL. As the Company is in the process of undertaking a legal and regulatory analysis of the functionality of RXL, following the conclusion of such analysis, the Company may decide to amend the intended functionality of RXL in order to ensure compliance with any legal or

regulatory requirements to which it is subject.

1.6. RXL Tokens may be used personally by the holder (initially – Purchaser), transferred to a third party or traded in exchanges.

1.7. The RXL token initial conversion rate for the purposes of Pre-Sale and Sale is set by these Terms.

1.8. RXL will not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, interest rate, shares or any other form of participation or governance right in or relating to the Platform. The Platform will not constitute base asset of cryptographic tokens, called RXL.

1.9. RXL tokens do not give their holders right to participate in the Company, its management, and RXL are not shares or participatory interests of any kind.

1.10. More information and more detailed description of the Company, the RxEAL Platform, RXL and their possible applications is available on the website (<https://rxreal.com>) and in RxEAL whitepaper ([https://storage.rxreal.com/public/RxEAL White Paper.pdf](https://storage.rxreal.com/public/RxEAL%20White%20Paper.pdf)).

1.11. Please note - all the information contained on the RxEAL website, as well in the Whitepaper, are for informational purposes only, and subject to change at the Company's sole discretion at any time, and any such data, information shall not be binding for the Company and do not form part of these Terms, by reference or otherwise.

## **2. Scope of Terms; conditions and terms relating to the use of Platform**

2.1. Terms govern only the purchase of RXL tokens from the Company during the Pre-Sale and Sale Period as defined by these Terms.

2.2. Conditions of any use of RXL tokens in connection with RxEAL Platform will be governed primarily by other applicable terms and policies, which will be available on RxEAL website ('Platform Terms'). The Company may alter the existing and add new terms and/or conditions to the Platform Terms in its sole discretion, and may update each and every Platform Terms' at any time.

2.3. To the extent of any conflict between the Terms and the Platform Terms, the Platform Terms shall prevail with respect to any issues relating to the use of RXL tokens in connection with any activities made within the RxEAL Platform.

### 3. Eligibility

3.1. The distribution of and the offering of RXL tokens in certain jurisdictions may be restricted or prohibited, and persons (including any Purchaser), into whose possession these Terms come, are required by the Company to duly inform it about, and to observe any such restrictions. Therefore the Purchaser is not an eligible person and Purchaser may not participate in the offer of the Company and/or contribute in this crowdcontribution of RXL tokens and/or purchase any RXL tokens, i.e., **a person** (whether a natural person or a legal person, an organisation, or an entity) **may not purchase any RXL tokens, if such person is:**

**(1) a citizen or resident (tax or otherwise) of the United States of America or you are a green card holder of the United States of America or;**

**(2) a citizen or resident (tax or otherwise) of any other state, where exist prohibition or relevant legal restrictions for participation in crowdcontribution and/or contribution, purchase of cryptographic payment instruments, (including prohibition or any restrictions for participation in**

crowdcontribution implemented by the Company and/or, contribution, purchase of RXL tokens).

3.2. The Terms, information on RxEAL website (<https://rxdeal.com>) and in RxEAL whitepaper (each separately and all together) are not intended to provide any advice relating to legal, taxation or investment matters and Purchaser should not construe such information and/or data as containing any such advice. Purchaser interested in acquiring RXL tokens should inform himself/herself/itself as to:

(1) the legal requirements within the countries of their nationality, residence, ordinary residence or domicile for such acquisition;

(2) any foreign exchange restrictions or exchange control requirements which they might encounter on acquisition or disposal of RXL tokens; and

(3) the income tax and other taxation consequences which might be relevant to the acquisition, holding or disposal of RXL tokens.

3.3. RXL tokens offered by the Company are subject to restrictions on transferability and resale and may not be transferred or resold to a person ('Restricted Person') corresponding to provisions of the Clause 3.1 (and any of its sub-clauses) of the Terms. Furthermore, the direct or indirect ownership of any of the RXL tokens by Restricted Person as defined in the Terms is not permitted. It is the responsibility of Purchaser and the persons to whom/which an offer of RXL tokens is made to inform them of, and comply with, the laws and regulations applicable to them as purchasers or holders of RXL tokens. Holders of RXL tokens who/which cease to be eligible (as per requirements of the applicable law and/or Terms) are required to dispose of RXL tokens either through redemption or by transfer to an eligible person (i.e., who/which is not considered Restricted Person). In

addition the Company has the power to compulsorily redeem RXL tokens at any time.

3.4. In order for a Purchaser to be eligible to participate in a crowdcontribution of cryptographic tokens – RXL, public pre-sale ('Pre-Sale') and/or public sale of RXL tokens ('Sale') Purchaser has to provide to the Company Company's required information, data and documentation, including but not limited to:

(1) Purchaser's full name, email address and telephone number ('Purchaser Credentials') and;

(2) Purchaser's confirmation (without any reservation) that Purchaser is an eligible person (as defined by the Terms) and there exist no prohibition, restrictions for the Purchaser to participate, contribute in this crowdcontribution of RXL tokens and there exist no prohibitions or restrictions for the Purchaser to purchase, hold any RXL tokens.

3.5. An important precondition in order for the Purchaser to take part in Sale is having an ETH wallet ('Wallet') that supports the ERC-20 token standard in order to receive any RXL tokens Purchaser will purchase within the Pre-Sale and/or Sale, and the Purchaser must provide the address of that Wallet ('Wallet Address').

3.6. The Company does not guarantee due receipt of any payment sent from Wallet if for any reason the Purchaser has failed to provide correct and sufficient information, data and documentation during registration or at any time later, as may be requested by the Company.

3.7. By sending a payment the Purchaser also confirms that such payment may be permanently lost and the Company will not be liable in any way for any loss or damage connected with such loss of payment.

3.8. By sending a payment the Purchaser also confirms that all resources, capital used to make such payment are of legal origin, and all such capital and resources were obtained legally and may be legally circulated without any restrictions.

3.9. Please note that the Wallet must possess technical infrastructure in order to receive, store and transfer of RXL (i.e., tokens created based on the ERC20 token standard). Please also note that the Company reserves the right to determine additional, including technical, requirements relating to Wallet.

3.10. A Purchaser may make multiple purchases during the Pre-Sale and/or Sale; each and all such purchases are governed by the Terms.

3.11. All purchases during the Pre-Sale and/or Sale have to be made by the respective Purchaser personally, and the Purchaser may not allow anyone to make transfers on the Purchaser's behalf or share Purchaser Credentials with any other person. However if the Purchaser has shared own Purchaser Credentials with anyone the Company will consider their activities to have been authorized by the Purchaser without any reservation. Only the Purchaser is responsible for any acts or omissions that occur during the Pre-Sale and/or the Sale through the use of Purchaser Credentials. The Company reserves the right to suspend or block respective Purchaser's access to the Pre-Sale and/or the Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone associated with such Purchaser Credentials.

3.12. For the avoidance of doubt, any refunds (if any are to be applied in accordance with the Terms) will be made in the currency of the respective payment. The Company is not and will not be responsible for any delays, losses, costs, non-delivery of

refunds of ETH or of RXL tokens, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Wallet Address.

3.13. Participation in the Pre-Sale (as defined below) of RXL tokens shall not in any way limit the right to participate in the Sale.

#### **4. Pre-Sale Period and price of RXL during Pre-Sale Period**

4.1. The Company will conduct Pre-Sale during the Pre-Sale period ('Pre-Sale Period'), which will begin on January 15<sup>th</sup>, 2018 (15.01.2018.) 12:00 UTC time ('Pre-Sale Starting Date') and end either on February 5<sup>th</sup>, 2018 (05.02.2018.) 12:00 UTC time ('Pre-Sale End Date') or on the date when the cap amount of RXL tokens equal to 5 760 000 million (five million seven hundred sixty thousand) ('Pre-Sale Cap Amount') is sold (whichever occurs earlier).

4.2. In case if upon meeting of any of conditions for the end of the Pre-Sale as referred above the Company continues to receive contributions from the Purchasers, the Company may at its sole discretion opt to extend the period of the Pre-Sale for another 24 hours.

4.3. Purchasers under Pre-Sale will receive RXL pursuant to the procedures for receiving RXL set forth in Terms.

4.4. **Price per RXL token during Pre-Sale.** The price per RXL token ('Pre-Sale Price Per Token') during the whole Pre-Sale Period shall be equal to **1ETH = 2 400 (two thousand four hundred) RXL.**

4.5. **Payment Currency.** Price per Token is set in Ethereum (ETH) only, Purchaser may make contribution, purchase in ETH only ('Payment Currency').

4.6. **Methods of Payment.** Payments to be made in ETH must be sent from

Purchaser's Wallet. Purchaser's Wallet Public Address is required to verify Purchaser's ETH transfer to the Company and to enable the Company to issue RXL to relevant Purchaser through the applicable smart contract.

4.7. ETH contributions shall be sent to the Company's ETH wallet, address of which will be specified on the RxEAL website. For the avoidance of any doubt, the Company has not authorized any third party to receive any payments for the purposes of the Pre-Sale, or to provide any information for making transfers for the purposes of the Pre-Sale. RxEAL website shall be the sole source of information regarding the details required for making of any transfers for the purposes of the Pre-Sale. The Company shall not be responsible or liable for any losses of the Purchaser related to incorrect or misleading information obtained by the Purchaser from the third parties and/or from unauthorized websites.

4.8. The Company will keep a record of each transfer or payment received by the Company within the Pre-Sale.

#### **5. Sale Period and price of RXL during Sale Period**

5.1. The Company will conduct the Sale during the Sale period ('Sale Period'), which will begin on February 19<sup>th</sup>, 2018 (19.02.2018.) 12:00 UTC time ('Sale Starting Date') and end either on March 21<sup>st</sup>, 2018 (21.03.2018.) 12:00 UTC time ('Sale End Date') or on the date when the cap amount of RXL tokens equal to 53 760 000 million (fifty three million seven hundred sixty thousand) (the '**Cap Amount**') has been sold (whichever occurs earlier).

5.2. Please note that if the Pre-Sale Cap Amount is not reached during the Pre-Sale Period (including any extensions of it as might be applied by the Company), the Company will include the remaining (i.e., unsold

during Pre-Sale) RXL tokens in the Cap Amount so that the total amount of RXL tokens offered during Sale Period does not exceed the Cap Amount.

5.3. In case if upon meeting of any of conditions for the end of the Sale as referred above the Company continues to receive contributions from the Purchasers, the Company may at its sole discretion opt to extend the period of the Sale for another 24 hours.

5.4. Purchasers under Sale will receive RXL pursuant to the procedures for receiving RXL set forth in Terms.

**5.5. Price per RXL token during Sale.** The price per RXL token ('Price Per Token') during the whole Sale Period shall be equal to **1ETH = 1 200 (one thousand two hundred) RXL.**

**5.6. Payment Currencies.** Price per Token is set in Ethereum (ETH) only, Purchaser may make contribution, purchase in ETH only ('Payment Currency').

**5.7. Methods of Payment.** Payments to be made in ETH must be sent from Purchaser's Wallet. Purchaser's Wallet Public Address is required to verify Purchaser's ETH transfer to the Company and to enable the Company to issue RXL to relevant Purchaser through the applicable smart contract.

5.8. ETH contributions shall be sent to the Company's ETH wallet, address of which will be specified on the RxEAL website. For the avoidance of any doubt, the Company has not authorized any third party to receive any payments for the purposes of the Sale, or to provide any information for making transfers for the purposes of the Sale. RxEAL website shall be the sole source of information regarding the details required for making of any transfers for the purposes of the Sale. The Company shall not be responsible or liable for any losses of the Purchaser related to incorrect or misleading

information obtained by the Purchaser from the third parties and/or from unauthorized websites.

5.9. The Company will keep a record of each transfer or payment received by the Company within the Sale, inter alia (1) amount in ETH received; (2) the time of the receipt of ETH; (3) Wallet Address from which ETH have been received.

## **6. Issue and Distribution of RXL**

6.1. Only the Company will issue RXL tokens.

6.2. The Company has developed a number of smart contracts ('Smart Contracts') using the Ethereum platform and may continue developing them for the purposes of RxEAL Platform functioning and development. Some of Smart Contracts are and may be developed solely and specifically for the purposes of emission, sale and refund of RXL.

6.3. Once the Company will receive Payment Currency from the Purchaser, the Company will perform a contribution verification procedure whereby the received contributions will be linked to the relevant ETH Wallet Address and the Company will issue the respective amount of RXL and transfer them to the respective Wallet Address. The Company shall not be responsible or liable for any losses of the Purchaser as a result of provision of a wrong or unavailable Wallet Address.

6.4. Subject to compliance with the provisions of the Terms, emission, distribution and delivery of RXL tokens to respective Wallet Address shall be made approximately within 5 days after the receipt by the Company of relevant payment in Payment Currency.

6.5. The rest of the RXL tokens (the total amount of RXL tokens issued by the Company but not sold within Pre-Sale

and Sale) will be allocated to the Company and the Company will handle these RXL tokens in its sole discretion, including for the purposes of the Company and Platform development, sale and/or distribution within the Company's team, external advisers and/or to any third parties.

6.6. RXL tokens are implemented as utility-token instruments and shall be converted into RXL tokens in accordance with terms and conditions provided in the Platform Terms.

6.7. Purchase, ownership, receipt, or possession of RXL carries no rights, express or implied, other than the right to use RXL and/or Platform, respectively, in accordance with the Platform Terms, and in the case of RXL including as a means to enable usage of and interaction with the RxEAL Platform, if successfully completed and deployed. In particular, Purchaser understands and accepts that RXL will not represent or will not confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the RxEAL Platform and/or the Company and/or its group and its members, other than any rights directly (and without any reservation) provided herein and in the relevant Platform Terms. RXL tokens are not (and are not intended to be) a digital currency, security, commodity, or any kind of financial instrument.

6.8. The Company makes no warranties or representations and offers no assurances (in each case whether express or implied) that RXL will confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the RxEAL Platform.

## **7. Acknowledgment and Assumption of Risks**

7.1. Purchaser acknowledges and agrees that there are risks (including current and possible future risks) associated with purchasing, acquisition, owning, and using RXL tokens as well as usage of the RxEAL Platform, and therefore by purchasing RXL tokens the Purchaser expressly acknowledges and undertakes such risks (including current and possible future risks), and the Company expressly disclaims any and all responsibility for any of these risks:

7.1.1. Risk of losing access to RXL tokens due to loss of private key/-s: a private key, or a combination of private keys, is necessary to control and dispose of RXL tokens stored in Purchaser's digital wallet(s). Accordingly, loss of requisite private key/-s associated with Purchaser's digital wallet/-s will result in loss of all RXL tokens stored in such wallets. If any third party gains access to Purchaser's private key/-s, including by gaining access to login credentials of a hosted wallet service Purchaser uses, such third party may be able to misappropriate Purchaser's RXL tokens.

7.1.2. Risk of Platform failure: the creation and issue of RXL tokens and the development of the RxEAL Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects. There is no assurance that, even if the RxEAL Platform is partially or fully developed and deployed, Purchaser will receive any benefits through RXL tokens that Purchaser holds.

7.1.3. Risks associated with Ethereum: smart contracts and the underlying software applications and software platforms are unproven and under constant risk of various malfunctions. Smart contracts and the underlying software applications and software platforms may be exposed to attacks by hackers or other individuals including, but not limited to, malware

attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. There is no warranty or assurance that the process for creating and distribution of RXL tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs which may result in the complete loss of contributions and/or RXL tokens. Any successful attacks on software applications and software platforms could result in theft or loss of contributions or RXL, adversely impacting the ability to develop the RxEAL Platform and derive any usage or functionality from RXL tokens.

7.1.4. Risks associated with uncertain regulations and enforcement actions: regulatory actions might negatively impact the RxEAL Platform and RXL tokens in different ways and it may become possible that certain jurisdictions will apply existing regulations to and/or introduce new regulations addressing blockchain technology based applications, which may result in substantial modifications to the smart contract system and/or the RxEAL Platform, including its termination and the loss of RXL for the Purchaser or subsequent holder.

7.1.5. Risks Arising from Taxation: the tax characterization of RXL is not entirely clear and homogeneous, therefore Purchaser has to independently seek own tax advice in connection with acquisition, storage, transfer and use of RXL tokens, otherwise the Purchaser might suffer adverse tax consequences, fines and losses.

7.1.6. Risk of an unfavorable fluctuation of crypto currency value: the Company intends to use the contributions received to fund the development of the RxEAL Platform and various other related operating expenses. The contributions received may be converted into other cryptographic and fiat currencies. If

the value of Ethereum or other currencies fluctuates unfavorably during or after the Pre-Sale, Sale Period, the Company may not be able to fund development, or may not be able to maintain the RxEAL Platform in a manner and capacity as planned.

7.1.7. Risk of dissolution of the Company or Platform: it is possible that, due to any reasons, including, but not limited to, an unfavorable fluctuation in the value of Ethereum or other cryptographic and fiat currencies, decrease in RXL utility due to negative adoption of the RxEAL Platform, regulatory requirements addressed, failure of commercial relationships, and/or intellectual property ownership challenges, the RxEAL Platform may no longer be viable to operate and/or the Company and/or the Platform may dissolve.

7.2. There might be also other risks associated with acquisition, storage, transfer and use of RXL tokens, Platform, its services, including those that may not be reasonably anticipated. Such risks may further materialize as unanticipated variations or combinations of the risks set out in Terms.

## **8. Possible Migration of RXL Tokens**

8.1. RXL tokens are being created as ERC-20 tokens on the Ethereum protocol, however the Company reserves the right to migrate the ERC-20 based RXL tokens to another protocol and conversion of RXL to generate replacement RXL tokens on the new protocol in accordance with the Platform Terms.

## **9. Cancellation; Refusal of Purchase Requests; Suspension and Termination of Sale**

9.1. Subject to otherwise expressly provided in this Section 9, all purchases of RXL tokens from the Company during the Sale are final, and there are



no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation.

9.2. The Company has imposed a minimum aggregate Sale target equivalent to 300 (eight hundred) ETH ('Minimum Cap'). If upon conclusion of the Sale the aggregate equivalent of all transfers received by the Company is less than the Minimum Cap, the Company shall, within a reasonable period of time, exercise reasonable endeavors to procure that during Sale Period transferred (received) amounts of Payment Currency are returned to each respective Purchaser (participant of the Sale). If upon conclusion of the Sale the aggregate equivalent of all transfers received by the Company is less than the Minimum Cap, the Company will retain in full and will not return the amounts of Payment Currency which the Company received from Purchaser during Pre-Sale Period.

9.3. The Company reserves the right to refuse or reject any contributions made at any time in its sole and absolute discretion. To the extent that the Company refuses or rejects a transfer from the Purchaser, the Company will exercise reasonable endeavors to procure that the transferred amount is returned to the Purchaser, however, the Company does not warrant, represent or offer any assurances that it will successfully be able to recover and/or return any such transfers.

9.4. At any time the Company may either temporarily suspend or permanently abort the Pre-Sale and/or Sale for security or other relevant reasons. Any suspension or abort of the Pre-Sale and/or Sale shall be deemed to commence from the moment a notice to that effect is published on RxEAL website.

9.5. In case the Company acknowledges any taxation, licensing,

regulatory or other risks existing in connection with holding and/or transfer of RXL tokens by certain holders, the Company shall be entitled to execute a repurchase of RXL tokens from such holder for a price determined by the Company at its sole discretion. Such repurchase will be mandatory and binding on that certain token holder subject to the repurchase, whether the token holder cooperates with it or not.

## **10. Security**

10.1. Purchaser is responsible for implementing reasonable measures for securing the Wallet, Wallet Address, vault, or other storage mechanism Purchaser uses to receive and hold RXL tokens purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Purchaser's private key(s) or other access credentials are lost, Purchaser may lose access to relevant RXL tokens. The Company is not and will not be responsible for any losses, costs, or expenses relating to lost access credentials, Purchaser Credentials.

## **11. Personal Data**

11.1. The Company in its sole discretion determines that it is necessary to obtain certain information, data, documentation about Purchaser in order to comply with applicable laws or regulations related to sale of RXL tokens. Purchaser provides the Company any and all such information promptly upon request and acknowledges that Company may at any time to refuse to sell RXL tokens to respective Purchaser until all requested information, data and documentation is received by the Company.

## **12. Taxes**

12.1. Any amounts that Purchaser pays for RXL are exclusive of all applicable

taxes. Purchaser is responsible for determining what, if any, taxes apply to the relevant purchase of RXL, including, for example, sales, use, value added, and similar taxes. It is also responsibility of the Purchaser to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not and will not be responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the relevant purchase of RXL tokens.

### **13. Representations and Warranties**

13.1. By sending ETH to purchase RXL from Company, Purchaser represents and warrants that:

13.2. Purchaser has sufficient understanding of technical and business matters (including those that relate to the use of RxEAL Platform), cryptographic tokens, token storage mechanisms (such as token wallets), cryptoassets and blockchain technology;

13.3. Purchaser is purchasing RXL solely for the purposes of further use of RxEAL Platform and its provided services, and the Purchaser is not purchasing RXL on behalf of any third party, including individual or legal entity, and Purchaser accepts these Terms solely on its own behalf, and Purchaser will be responsible for breach of these Terms, and the Purchaser is an eligible person in accordance with the Terms;

13.4. If Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, Purchaser will immediately act to dispose of all RXL tokens.

### **14. Indemnification**

14.1. To the fullest extent permitted by applicable law, Purchaser indemnifies, defends and holds harmless the Company (including its past, present

and future parent companies, subsidiaries, affiliates, agents, representatives, employees, officers, equity holders, suppliers, service providers and other persons related to the Company. To the fullest extent permitted by applicable law, Purchaser indemnifies, defends and holds harmless the Company against all claims, demands, actions, damages, losses, costs and expenses that arise from or relate to the purchase or use of RXL and Purchaser's responsibilities or obligations under these Terms.

### **15. Disclaimers**

15.1. RXL tokens are sold on an "as is" and "as available" basis without warranties of any kind, and the Company expressly disclaims all implied warranties as to RXL tokens, including, without limitation, implied warranties of merchantability, fitness for a specific purpose, title and non-infringement, as well as the Company does not warrant that RXL tokens are reliable, current or error-free, and/or meet relevant requirements, standards.

### **16. Limitation of Liability**

16.1. The Company be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of RXL tokens or otherwise related to the Company, Platform, these Terms.

16.2. The aggregate liability of the Company, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), arising out of or relating to purchase/use of RXL tokens, Platform, Company, these Terms, may exceed the amount Purchaser has paid to the Company for RXL tokens.

## **17. Governing Law and Dispute Resolution**

17.1. Any dispute between the Parties arising out or relating to these Terms, including those associated with the change, termination, execution, invalidity or interpretation thereof, will be resolved in the International Arbitration Court ('IAC') of the Belarusian Chamber of Commerce and Industry ('BelCCI') for consideration in accordance with the regulations thereof. Number of arbitrators shall be 3 (three), the place of hearing – Minsk, Republic of Belarus, the language of proceedings shall be English.

17.2. No Class Arbitrations, Class Actions or Representative Actions. Any dispute arising out of or related to these Terms is personal to the Purchaser and the Company, and all such disputes (without reservation) will be resolved solely through individual court proceedings and will not be brought as a class action or any other type of representative proceeding.

17.3. Each Party shall notify the other Party in writing of any dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the dispute informally.

## **18. Severability**

18.1. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

## **19. Miscellaneous**

19.1. These Terms constitute the entire agreement between the Parties relating to purchase of RXL from the Company. The Company may assign its rights and obligations under these

Terms. Purchasing RXL from does not create any form of partnership, joint venture, or any other similar relationship between the Parties. Except as otherwise provided in herein, these Terms are intended solely for the benefit of the Parties, and are not intended to confer third-party beneficiary rights upon any other person or entity. Purchaser agrees and acknowledges that all agreements, notices, disclosures, and other communications that the Company provides to Purchaser, including these Terms, will be provided in electronic form.