

## INTERNATIONALCRYPTOX WEBSITE TERMS OF USE

Last Modified: [May 3<sup>rd</sup>, 2018]

These terms of use are entered into by and between you as a user of our Website (*defined hereinafter*) (“**You**”, “**Your**” or “**User**”), and InternationalCryptoX Pte. Ltd. (“**Company**”, “**we**” or “**us**”). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, these “**Terms of Use**”), govern Your access to and use of the InternationalCryptoX website, including any content, functionality and services offered on or through <http://www.internationalcryptox.io> (“**Website**”).

Both the Company and the User are referred to as “**Party**” individually, and as “**Parties**” collectively.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE WEBSITE. **BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

WE MAY REVISE AND UPDATE THESE TERMS OF USE FROM TIME TO TIME IN OUR SOLE DISCRETION. ALL CHANGES ARE EFFECTIVE IMMEDIATELY WHEN WE POST THEM, AND APPLY TO ALL ACCESS TO AND USE OF THE WEBSITE THEREAFTER. YOUR CONTINUED USE OF THE WEBSITE FOLLOWING THE POSTING OF REVISED TERMS OF USE MEANS THAT YOU ACCEPT AND AGREE TO THE CHANGES. YOU ARE EXPECTED TO CHECK THIS PAGE EACH TIME YOU ACCESS THIS WEBSITE SO YOU ARE AWARE OF ANY CHANGES, AS THEY ARE BINDING ON YOU. However, any changes to the dispute resolution provisions set forth in the “Governing Law and Jurisdiction” clause below will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Any term(s) not defined under this Terms of Use, has the same meaning as given to it under the latest whitepaper available at <https://internationalcryptox.io/assets/incx-wp.pdf>.

Depending on Your country of residence, You may not be able to use all the functions of the Site. As long as You agree to and actually comply with these Terms of Use, Company grants to You a personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Website.

### ELIGIBILITY TO USE WEBSITE

This Website is offered and available to Users who are 18 years of age or older. By using this Website, You represent and warrant that You are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If You do not meet all of these requirements, You must not access or use the Website.

## **GEOGRAPHIC RESTRICTIONS**

The owner of the Website is based in the Singapore. We make no claims that the Website or any of its content is accessible or appropriate. Access to the Website may not be legal by certain persons or in certain countries. You agree that Your access to this Website is done so on Your own initiative and You are responsible for compliance with local laws. You warrant that You are legally permitted to receive and hold and make use of INCX Token in Your and any other relevant jurisdiction.

## **ACCESSING THE WEBSITE AND ACCOUNT SECURITY**

In the event of a conflict between the INCX Token Sale Agreement and these Terms of Use, the INCX Token Sale Agreement shall prevail. We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. 32.3. Continual access of the Website, even after the Amendments, by the User constitutes an acknowledgement and acceptance in full and without any modification and/or exception by the User of this Agreement and subsequent amendments thereof. If the User does not agree with any part of such terms, conditions and notices as stated in this Agreement in any manner, the User must not access the Website.

From time to time, we may restrict access to some parts of the Website, or the entire Website, to Users, including individuals who have agreed to the INCX Token Sale Agreement.

### **You are responsible for:**

- Making all arrangements necessary for You to have access to the Website.
- Ensuring that all persons who access the Website through Your internet connection are aware of these Terms of Use, and that they comply with them.
- To access the Website or some of the resources it offers, You may be asked to provide certain registration details or other information. It is a condition of Your use of the Website that all the information You provide on the Website is correct, current and complete. You agree that all information You provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and You consent to all actions we take with respect to Your information consistent with our Privacy Policy.
- If You choose, or are provided with, a User name, password or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You should use particular caution when accessing the Website from a public or shared computer so that others are not able to view or record Your password or other personal information.
- In case You suspect any activity on Your account that You didn't initiate, You must immediately notify the Company and follow the provided instructions.

- In such an event, You agree and confirm that Your account may be restricted, suspended or terminated and he/she will not be allowed to initiate/ complete/ perform any transactions until the Company has carried out and completed the investigation of such transaction and appropriate action has been taken.
- The executed transaction can be recalled and/or reversed by the Company upon a request from a financial institution, e.g. a bank. In such an event, You agree to cooperate with the Company for the purposes of such investigation.

We have the right to disable any User name, password or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms of Use.

## RISKS

**Trading Risks.** A considerable loss may be sustained/incurred while trading in INCX Tokens, hence, You are advised to determine Your financial circumstances and risk tolerance before trading and carefully consider the following risks:

- INCX Tokens are currently unregulated and trading, holding and transferring some or all INCX Tokens may be deemed illegal in Singapore in the future. You are encouraged to obtain appropriate legal counsel regarding the same before using the Website.
- The value of any INCX Token is very volatile and You may sustain a total loss of Your funds. We cannot and do not guarantee the value of INCX Tokens held by You with the Company.
- Due to the market being in a nascent stage, during a market disruption or during a *force majeure* event, You may face difficulties or impossibility in liquidating Your position under certain market conditions.
- INCX Tokens are not backed by a central bank or any other financial regulator and as such there is no third party that may take any corrective action upon the occurrence of a global/regional crisis; and
- Since INCX Tokens are held online, they are susceptible to security breaches and government crackdowns that may result in compromising the integrity or anonymity of the system that produces such INCX Tokens.

You acknowledge that the aforementioned is an in-exhaustive statement of risks associated with the trading of INCX Tokens and that there may be additional risks not listed or foreseen by us.

By creating a User account, You acknowledge that You have carefully assessed Your financial standing and risk tolerance and You confirm that the same is suitable for trading in INCX Tokens.

**Internet Transmission Risks.** The risks associated with using an internet-based trading system include, without limitation, the failure of hardware, software and internet connections, either ours or the third-party service provider. You acknowledge that we shall not be responsible for any communication failures, disruptions, errors, distortions, delays, or losses due to volatility in prices You may experience when trading via the Website, howsoever caused.

You understand and agree that in the event of technical and other limitations, the INCX Tokens' market values may be displayed by the Website with a delay, and therefore may not necessarily reflect the current, live market value of such INCX Tokens.

You understand the volatile nature of the market and agrees that the Company is not liable for any price fluctuations and the resulting fallacy in the live market value data provided on the Website.

You acknowledge and agree that the market rate information made available via our Website may differ from the prevailing market rates that You may gather from other sources. You agree and accept that markets can be volatile and prices can fluctuate significantly and the prices displayed on the Website are subject to changes, and therefore cannot be guaranteed to remain unchanged from the time any order is received to the time the actual transaction takes place.

## **USER VERIFICATION**

The User verification procedure (also known as 'Know Your Customer' or 'KYC' for short) is a compulsory procedure for all transactions.

To register with a new account, the User needs to provide in personal information including but not limited to the email address and his/her full name, contact information etc.

The User agrees to provide the Company with the correct, relevant and up-to-date information.

The Company strongly advises the User to provide correct and relevant information. In case the data provided by the User is incorrect or unreliable he/she can become subject for investigation as a suspect in the fraudulent activity.

The User agrees and authorizes the Company to, directly or indirectly (via a third party), undertake the necessary checks and inquiries concerning the accuracy and truthfulness of the information provided. It is hereby clarified that all KYC requirements of the Company are in accordance with the laws of Singapore.

## **PROHIBITED USES**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from Singapore or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another User of our Website or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or Users of the Website or expose them to liability.

**Additionally, You agree not to:**

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other User’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

**ILLEGAL ACTIVITIES**

The Company reserves the right to suspend or terminate the Your account any time if it reasonably believes that such action is necessary as required by the law or as demanded by the relevant government authority in order to prevent the occurrence of financial crimes.

Using the Your account for any illegal purposes is strictly prohibited.

Any suspicious activities will be reported by the Company to the relevant competent authority. It shall be the Company's discretion to arrive at a decision if the activity is a suspicious activity and the such decision shall be binding on You, unless proved otherwise.

The User ensures that he/she will not use his/her account and/or the Website for criminal and/or unlawful activities including but not limited to money laundering, terrorist financing, proliferation of weapons of mass destruction, human trafficking, promotion and/or marketing any illegal goods or services including, but not limited to violent, obscene, erotic or pornographic content; marketing and/or promoting services violating copyrights, property and/or rights of any person, entity or organization; drugs, narcotics, or hallucinogens; weapons; explosive materials; illegal gambling services; Ponzi, pyramid or any other 'get rich quick' schemes; harmful media; trade of body parts, organs or human remains; protected animals or protected plants, etc.

The Company reserves the right to refuse to process, or to cancel or reverse, any Transaction in its sole discretion, even after funds have been debited from Your account, if it suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if the Company reasonably suspects that the transaction is erroneous. In such an event, the Company will reverse the transaction and will be under no obligation to allow You to reinstate the transaction at the same price or on the same terms as the cancelled transaction.

## **UN SANCTIONS**

The User is not permitted to acquire INCX Tokens or use any of the services provided by the Website if the User is under the control of, or a national or resident of Democratic People's Republic of Korea, Democratic Republic of the Congo, Eritrea, South Sudan, Sudan, Syria, Libya, Iran, Somalia, Yemen, and any other country subject to the United Nations sanctions (“**Sanctioned Country(ries)**”) or;

The User intends to supply any acquired or stored INCX Tokens or any services provided by the Website to a Sanctioned Country (or a national or resident of a Sanctioned Country).

Any services of the Website, if accessed from the jurisdictions above and User accounts associated with such services will be terminated and the Company shall have the absolute right and discretion to report the access or use of the Website or its services from the above jurisdictions to the relevant authorities. The Company shall not be responsible and be held liable for loss of any funds in such terminated User accounts.

## **WASH TRADING**

Wash trading or indulging in any related activities is strictly prohibited and if the User is found guilty of indulging in such activities, his/ her account shall be terminated without prior notice and the Company shall be at liberty to deal with funds accrued as a result of such activities.

## **USER CONTRIBUTIONS**

The Website may contain message boards, chat rooms, blogs, forums, bulletin boards and other interactive features (collectively, “**Interactive Services**”) that allow Users to post, submit, publish, display or transmit to other Users or other persons (hereinafter, “**Post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution You post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, You grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our licensees, successors and assigns.
- All of Your User Contributions do and will comply with these Terms of Use.
- You understand and acknowledge that You are responsible for any User Contributions You submit or contribute, and You, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.
- We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by You or any other User of the Website.

## **MONITORING AND ENFORCEMENT; TERMINATION**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Website or the public or could create liability for the Company.

- Disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the INCX Tokens.
- Terminate or suspend Your access to all or part of the Website for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any User or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

## **CONTENT STANDARDS**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations (including without limitation, the applicable securities laws of Your jurisdiction) or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.



- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent Your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **INTELLECTUAL PROPERTY**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by the applicable laws of Singapore and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit You to use the Website as specified herein and in Your INCX Token Sale Agreement. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to Your accessing and viewing those materials.
- You may store files that are automatically cached by Your web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, You may download a single copy to Your computer or mobile device solely for Your own personal, non-commercial use, provided You agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, You may take such actions as are enabled by such features.

### **You must not:**

- Modify copies of any materials from this site.

- Use any illustrations, photographs, or graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If You print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, Your right to use the Website will cease immediately and You must, at our option, return or destroy any copies of the materials You have made. No right, title or interest in or to the Website or any content on the Website is transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other applicable laws.

### **Trademarks:**

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

### **RELIANCE ON INFORMATION POSTED**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other Users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties. We may review the content to determine whether it is illegal or violates our policies, and we may remove or refuse to display the content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review the content. Please don't assume that we do.

### **INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, You consent to all actions taken by us with respect to Your information in compliance with the Privacy Policy.

## **ONLINE PURCHASES AND OTHER TERMS AND CONDITIONS**

All purchases of INCX Tokens through our site are governed by our INCX Token Sale Agreement, respectively, which are hereby incorporated into these Terms of Use. Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

### **This Website may provide certain social media features that enable You to:**

- Link from Your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on Your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, You must not:

- Establish a link from any website that is not owned by You.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

## **LINKS FROM THE WEBSITE**

If the Website contains links to other sites and resources provided by third parties, these links are provided for Your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that

may arise from Your use of them. If You decide to access any of the third-party websites linked to this Website, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites.

## **DISCLAIMER OF WARRANTIES**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **FINANCIAL ADVICE**

For the avoidance of doubt we do not provide any investment advice in connection with the INCX Tokens or any services provided by this Website. We may provide information on the price, range, volatility of INCX Tokens and events that have affected the price of INCX Tokens but this is not considered investment advice and should not be construed as such. Any decision to purchase or sell INCX Tokens is Your decision and the Company will not be liable for any loss suffered.

## **FROZEN ACCOUNT**

We are allowed to block or freeze Your account when the conditions are met;

- a) the request of the government authorities in accordance to the law; and/or
- b) a mistake found in the fund of the Your account or at the request of the money transfer service supplier; and/or
- c) upon suspicion of fraudulent activities or law violations; notification from one of the other Users about trades.

All funds from accounts related to fraud, law violation or be unable to clarify the suspicious activities will be seized totally. The fund will be used to compensate the victims directly. In case the amount of money collected is less than the sum of all the victims, all the money will be distributed to the victims at the rate of damage.

## **TERMINATION**

We reserve the right to refuse to continue providing You with access to the Website, or suspend or freeze Your account, or take any other actions, without notifying You in advance if we discover that You:

- incompetent to contract by virtue of Your age or otherwise under these Terms;
- engaging in or have engaged in any act that infringes or harms any intellectual property right, right to likeness, right to privacy, reputation, other right or benefit of us, any other Users of the Website, or other third parties;
- engaging in or have engaged in any act that is related to money laundering, or any similar act thereto, an act that is related to a criminal activity, or an act that violates public order and good morals;
- an act of depositing money with us for any purpose other than to perform transactions using the Website;
- an act that violates any applicable laws, or internal rule of the Company;
- an act of transmitting information that includes a computer virus or other harmful computer virus or an act that could interfere with our operation of the Website;
- an act of using another person's name (including that of a temporary establisher) to open or attempt to open a User account;
- holding more than 1 (one) User account;
- in breach of these Terms or any representation and/or any information provided by You is herein is untrue or inaccurate, and/or the Company is unable to verify such information;
- named under any Sanctions Lists or Your account has been suspended or terminated by us for any reason whatsoever; and

- Your account can be blocked or terminated due to inability and/or denial to provide the required ID documents and/or any other data necessary for the KYC procedure and/or for any other reason.

We shall not be responsible for compensating You for any damages sustained by You as a result of the Company taking the aforementioned actions.

In such cases, we will retain the right to perform reversing trades to settle any unsettled trading units held by You in all outstanding leverage transactions without notifying You in advance.

The Company may at any time in its sole discretion reinstate suspended Users. Once the User has been indefinitely suspended the User shall not register or attempt to register with Website or use the Website in any manner whatsoever until such time that the User is reinstated. Notwithstanding the foregoing, if the User breaches this Agreement or the documents it incorporates by reference, the Company reserves the right to recover any amounts due and owing by the User to the Company and to take strict legal action as the Company deems necessary.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Subject to the foregoing, the Company's aggregate liability in respect of claims based on events arising out of or in connection with Your use of the Website or any services provided thereunder, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the greater of either (a) the total amount held on Your account for making a claim less any amount of commission that may be due and payable in respect of such account; or (b) total amount of the transaction(s) that are the subject of the claim less any amount of commission that may be due and payable in respect of such transaction(s).

The Website serves merely as a venue where You acquire INCX Token related information, search for counterparties of transactions and negotiate and conduct transactions, but the Company cannot control the quality, security or legality of the INCX Token involved in any transaction, truthfulness or accuracy of the transaction information, or capacity of the parties to any transaction to perform its obligations under the transaction documents. You shall

cautiously make judgment on Your own on the truthfulness, legality and effectiveness of the INCX Token and information in question, and undertake any liabilities and losses that may be caused thereby.

Your liability in cases of gross negligence, fraud, death or personal injury caused by negligence, the breach of the agreement implied by the law, etc. shall not be limited or excluded.

## **TAXES**

The User undertakes to pay all applicable taxes, which may be charged for the use of the Website and any transaction that he/she may undertake

The User accepts and agrees that it is the sole responsibility of the User to pay all taxes due for using the Website and any services provided thereunder, to the appropriate tax authorities in his/her place of residence as required by the applicable law and state regulations.

The Company is not responsible for any violation / attempt to violate by the User to escape from fulfilling his/her tax obligations.

The Company is not responsible for determining whether taxes apply to the User's transaction(s) or for collecting, reporting, withholding, or remitting any taxes arising from any transaction.

## **ASSIGNMENT**

The User shall not assign any rights and/or licenses granted under these Terms of Use. The Company reserves the right to assign its rights without notice and restriction, including without limitation to any Company affiliates or subsidiaries, or to any successor in interest of any business associated with the Website. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

The User expressly agrees that he will be deemed to have consented to the disclosure of any data, information of the User to, and same is used by the Company, a subsequent owner or operator of the Website, of any information about the User contained in the applicable Company database, to the extent the Company assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or substantially all of Company's assets, or in connection with a merger, acquisition or sale of all or substantially all of the assets related to this particular Website to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, the User's continued use of the Website signifies the User's agreement to be bound by the Terms of Use and Privacy Policy or otherwise of the Website's subsequent owner or operator.

In the event that the Company and the Website is acquired by or merged with a third party, the Company reserves the right to transfer or assign all or any part of the data and information collected from the User in the usual course of business, as part of such merger, acquisition, sale, or other change of control.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to Your violation of these Terms of Use or Your use of the Website (including without limiting any contraventions of the applicable laws of Your country as a result of such use), including, but not limited to, Your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or Your use of any information obtained from the Website, or violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

## **NOTIFICATIONS**

The Company reserves the right to notify the Users by any means of communication, available to the Company on the contact details provided by the User.

The User agrees and consents to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that the Company provides in connection with Website, User's account and the use of the Website. The Company may provide these Communications by posting them on the Website, emailing them to the User at the email address listed in the User's account, via instant chat, and/or through other electronic communication such as sending an app message, text message or mobile push notification.

It is advised that the User maintain copies of electronic Communications. In order to access and retain electronic Communications, The User will need the following computer hardware and software: a device with an internet connection, a current web browser with cookies enabled, a valid email address (also provided to the Website while registering Your account), and sufficient storage space to save past Communications or an installed printer to print them.

## **GOVERNING LAW AND JURISDICTION**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the applicable laws of the Republic of Singapore without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of Republic of Singapore, although we retain the right to bring any suit, action or proceeding against You for breach of these Terms of Use in Your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.



Any dispute arising out of or related to this Agreement is personal to You and the Company and will be resolved solely through individual arbitration (subject to the *Dispute Resolution Clause* below) and will not be brought as a class action or any other type of representative proceeding (including without limitation any action or suit in which some individual attempts to resolve a dispute as a representative of another individual or group of individuals). Further, a dispute cannot be brought as a class or other type of representative action or on behalf of any other individual or group of individuals.

All disputes between You and the Company (whether or not such dispute involves a third party) with regard to the Terms of Use, including without limitation disputes related to Your use of the Website, will be resolved by binding, individual arbitration in accordance with the Singapore Arbitration Act, 1994. The place of arbitration shall be Singapore, and the language of arbitration shall be English. Notwithstanding anything to the contrary here, You and the Company shall be entitled to the issuance of injunctive or equitable relief by any court of competent jurisdiction relating to breach or threatened breach of any obligations by the other Party under these Terms of Use and for any other relief as the court deems appropriate. This right shall be in addition to any other remedy available to both You and the Company.

## GENERAL TERMS

**Relationship of the Parties.** Notwithstanding any provision hereof, for all purposes, You and the Company shall act independently and not as a partner, joint venturer, agent, intermediary, broker or in any other fiduciary capacity. You shall not have any authority to assume or create any obligation for or on our behalf, express or implied, and You shall not attempt to bind us to any contract.

**Waiver.** No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

**Invalidity of Specific Terms.** If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement.** The Terms of Use, our Privacy Policy and the INCX Token Sale Agreement constitute the sole and entire agreement between You and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

**Headings.** The headings and subheadings herein are included for convenience and identification only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement in any manner whatsoever.

**Force Majeure.** The Company is not liable for failure to perform solely caused by, including without limitation:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,

- government orders,
- acts of civil or military authorities,
- acts by common carriers,
- emergency conditions (including weather conditions),
- security issues arising from the technology used,
- or any similar unforeseen event that renders performance commercially implausible.

If an event of force majeure occurs, the Party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances.

The Party experiencing the force majeure circumstances shall cooperate with and assist the injured Party in all reasonable ways to minimize the impact of force majeure on the injured Party.

## **CONTACT US**

This website is operated by InternationalCryptoX. Any allegations of copyright infringement claims should be sent to [info@internationalcrypto.io](mailto:info@internationalcrypto.io)

All other general enquiries, feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [info@internationalcryptox.io](mailto:info@internationalcryptox.io)