

Savix.org – Token Sale Terms and Conditions



1. Introductory note

The following terms and conditions ("Terms") govern your ("You" or the "Purchaser") purchase of cryptographic tokens ("Savix Tokens" or "Tokens"). Each of you as well as the token seller is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Savix tokens completely meet the ERC20-standard having its sole intended use as currency tokens and do neither grant any access to physical nor ideal values nor any governance functions (see <https://medium.com/swlh/the-classification-of-tokens-8d07fc700f7> for more information).

This document describes the Savix token sale ad presale. The token seller reserves the right to carry out the token sale in one or more successive steps. The terms token sale and presale are completely synonymous from a technical as well as from a legal perspective.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE TOKENS FROM THIS WEBSITE. BY PURCHASING TOKENS YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT legal@savix.org.

By purchasing tokens, and to the extent permitted by law, you are agreeing not to hold any of the token seller's and its 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 (the "Savix Team" or "Token Seller") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of tokens, including losses associated with the terms set forth below.

DO NOT PURCHASE TOKENS IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING TOKENS, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE ANY TOKENS.

Purchasers should have a functional understanding of storage and transmission mechanisms associated with cryptographic tokens. Token purchases should be undertaken only by individuals, entities or companies that have significant experience with and understanding of the usage and intricacies of cryptographic tokens, especially Ethereum tokens. While the token seller will be available to assist purchasers during the token sale, he will not be responsible in any way for loss of tokens, including ETH tokens, resulting from action taken by or committed omitted by purchasers.

IF YOU DO NOT HAVE SUCH EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE TOKENS OR PARTICIPATE IN THE SALE. YOUR PARTICIPATION IN THE TOKEN SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

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2. Conditions to the token sale

You must not acquire tokens if you are a citizen or resident (tax or otherwise) of a country where the purchase of cryptocurrencies is prohibited by law e.g. Algeria, Bolivia, Morocco, Nepal, Pakistan, and Vietnam (see Sales Restrictions and <https://www.loc.gov/law/help/cryptocurrency/world-survey.php> for more details on international jurisdictions regarding cryptocurrencies).

When you purchase, or otherwise receive Savix tokens, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following terms are a true and accurate reflection of the basis on which you are acquiring the tokens:

- neither the token seller nor any of the Savix Team has provided you with any advice regarding
- whether Savix tokens are a suitable investment for you; you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ethereum, as well as blockchain-based software systems generally; you are legally permitted to receive and hold and make use of cryptographic tokens in your and any other jurisdiction relevant for you;
- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of tokens and allocate Savix tokens to you; you have not supplied us with information relating to your acquisition of tokens or otherwise which is inaccurate or misleading;
- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation; you will notify us promptly of any change to the information supplied by you to us;
- you are of a sufficient age (if an individual) to legally obtain cryptographic tokens and you are not aware of any other legal reason to prevent you from obtaining Savix tokens; you take sole responsibility for any restrictions and risks associated with receiving and holding Savix tokens, including but not limited to the risks set out in Annex A;
- by acquiring Savix tokens, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using Savix tokens for any illegal purpose;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of Savix tokens; your acquisition of tokens does not involve a purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, the token seller makes no warranty whatsoever, either expressed or implied, regarding the future success of Savix and/or the Ethereum Network;

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- you accept that Savix is created and you obtain Savix on an “as is” and “under development” basis. Therefore, provided the token seller acts in good faith, you accept that the seller is providing Savix tokens without being able to provide any warranties in relation to Savix tokens, including, but not limited to title, merchantability or fitness for a particular purpose; you accept your bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of Savix tokens (ii) the potential appreciation or depreciation in the value of Savix tokens over time, if any, (iii) the sale and purchase of Savix tokens; and/or (iv) any other action or transaction related to Savix tokens has tax implications.

3. Organizational process of the token sale / presale

A detailed description of technology and utilization of Savix tokens is given in the white paper (see <https://savix.org/media/#whitepaper>). Hereinafter the organizational sales process will be summarized. The token seller reserves the right to alter this process in case of compelling regulatory, legal or technical reasons.

The token sale will be processed by using a whitelist. Only investors who successfully got onto the whitelist will have a guarantee to participate in the token sale. All other investors will have the chance to participate in the public presale if there investments slots remaining or if listed investors do not seize their presale opportunity. Further investments may be realized after the Uniswap liquidity pool has been established shortly after the token sale ends. If not all tokens reserved for the token sales will be sold during the sale, the remaining number of these tokens reserved for the sale will be burned before the Uniswap liquidity pool gets productive.

The planned timeline for the token sale is:

12/20-01/21	Whitelisting process
01/21	Public Presale (Token Sale)
01/21	Start of Uniswap liquidity pool

The start date for the staking functionality will be shortly after setting up the Uniswap pool. All purchases of Savix tokens are final and non-refundable.

The token seller warrants that neither it nor any party on its behalf will purchase Savix during the token sale, neither from any third party which might have already acquired tokens within the sale.

4. Token pricing and key figures of the token sale

Savix token will be sold at a rate of 1 ETH = 25 SVX (1 SVX = 0.04 ETH) during the token sale.

Due to the very limited supply of tokens it is very likely that the demand for tokens during the sale will exceed the amount of tokens available for the sale. Reflecting this circumstance a moderate

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price action has been taken into account when defining the starting price of the Uniswap liquidity pool, which therefore is defined at 25% above the token sale price at a rate of 1 ETH = 20 SVX (1 SVX = 0.05 ETH). The exact issuance price at Uniswap might be subject to adaption only if the market figures determined during the token sale differ too much from the assumptions in order to guarantee fair treatment of all investors involved in the sale and potentially interested in participating in investing through the Uniswap liquidity pool.

Key figures of the token sale:

Whitelisting	Telegram Whitelist (details in the whitepaper)
Sales Application	Presale Dapp (https://savix.org/presale/dapp)
Supply (Sale / Total)	70,000 / 100,000
Sale price presale	25 SVX per ETH
Initial sale price Uniswap	20 SVX per ETH
Minimum Contribution	0.5 ETH
Maximum Contribution	15 ETH
Hardcap	None

5. Taxation related to the token sale

The Purchaser bears the sole responsibility to determine if the purchase of Savix tokens or the potential appreciation or depreciation in the value of tokens over time has tax implications for the Purchaser his or her home jurisdiction. By purchasing tokens, and to the extent permitted by law, the Purchaser agrees not to hold any of the token seller, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of Savix tokens.

6. Sales Restrictions

Participants in the token sale are obliged to ensure that they are entitled to participate in such a token sale on the basis of the relevant jurisdiction. This may concern restrictions for nonprofessional investors / consumers within the meaning of EU Directive 2011/83/EU, general restrictions regarding participations in token sale for citizens of certain countries like US person”, Canada, South Korea, Singapore or China or other limitations, which have their origins in national legislation.

It is the responsibility of each purchaser to determine its legal status and, in doing so, to refrain from participating in the token sale in any way if required by the relevant jurisdiction.

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7. Privacy

White listed purchasers will be contacted by email by the token seller. Such emails will be informational only. The token seller will never request any information from purchasers in an email. See our Privacy Policy available on the Website for additional information

8. Force Majeure

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 could render performance commercially implausible. If such 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.

9. Disclaimer of Warranties

The purchaser expressly agrees that he/she is purchasing tokens at the purchaser's sole risk and that tokens are provided on an "As-Is" basis without warranties of any kind. This includes that the token seller does not assume any liability or warranty that the sales process will be carried out uninterrupted and free of errors.

10. Limitations Waiver of Liability

The purchaser acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to (I) use of, or inability to use, Savix tokens or (ii) the Savix Team under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the Savix team shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase, Savix tokens, or arising out of any interaction with the smart contract implemented in relation to Savix tokens. The purchaser further specifically acknowledges that the token seller is not liable for the conduct of third parties, including other purchasers of Savix tokens, and that the risk of purchasing and using these tokens rests entirely with the purchaser. To the extent permissible under applicable laws, under no circumstances will any of the Savix Team be liable to any purchaser for more than the amount the purchaser have paid to the token seller for the purchase of tokens. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section and elsewhere in the terms may

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not apply to a purchaser. In particular, nothing in these terms shall affect the statutory rights of any purchaser or exclude injury arising from any willful misconduct or fraud of the token seller.

11. Complete Agreement

These Terms set forth the entire understanding between the Purchaser and the token seller with respect to the purchase and sale of Savix tokens. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of tokens and supersede any public statements about the Savix token sale made by third parties or by members of the Savix Team or any individuals associated with the Savix Team, past and present and during the token sale.

12. Severability

The Purchaser and the token seller agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

13. No Waiver

The failure of the token seller to require or enforce strict performance by the Purchaser of any provision of these Terms or the token seller's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the token seller's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the token seller of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Savix Team shall be deemed a modification of these Terms nor be legally binding.

14. Updates to the Terms

The token seller reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. White listed investors will be informed by email about any such changes. Any Purchaser will be deemed to have accepted such changes by purchasing Savix tokens. The Terms may not be otherwise.

15. Cooperation with Legal Authorities

The token seller will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

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16. Security

The Purchaser is responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Savix tokens purchased, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If private key(s) or other access credentials are lost, access to tokens may be lost along with it. The token seller is not responsible for any such losses, costs or expenses relating to lost access credentials.

17. Language

Only English versions of Savix communication is considered official. The English version shall prevail in case of differences in translation.

18. Arbitration

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators. Each party shall nominate their own arbitrator. The two appointed arbitrators shall appoint the third arbitrator, who will act as chairman of the Arbitration Tribunal. If a Party fails to nominate the third arbitrator, the appointment shall be made by the Court.

The language of the arbitration shall be English.

19. GuideLine Financial Action Task Force (FATF)

The token seller will follow all guidelines issued FATF for AML/CFT Risks and fraud protection.



ANNEX A

General Risk Notice For The Token Sale

By purchasing, owning, and using Savix, you expressly acknowledge and assume the following risks associated with cryptographic tokens (“tokens”) and cryptocurrencies in general:

1. Risk of Losing Access to tokens due to loss of private key(s), custodial Error or purchaser’s error.

A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving Tokens, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

2. Risks Associated with the Ethereum Protocol

Because Tokens and the tokens platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the platform, including the utility of the Tokens for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, Tokens are susceptible to attacks by miners in the course of validating Tokens transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the platform or Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the

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Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and Tokens, including the utility of Tokens for obtaining services.

5. Risks Associated with Markets for Tokens

If secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

6. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the token seller, to offer recourse to the purchaser.

7. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the platform and tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and Tokens. Regulatory actions could negatively impact the platform and Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of Tokens constitutes unlawful activity or that Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

8. Risks Arising from Taxation

The tax characterization of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

9. Risk of Competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the tokens services.

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10. Risks Arising from Lack of Governance Rights

Because tokens confer no governance rights of any kind with respect to the tokens platform or the token seller, all decisions involving the token seller's products or services within the platform will be made by the token seller at its sole discretion.

11. Unanticipated Risks

Cryptographic tokens are a new and untested technology. In addition to the risks included in this Annex A of these Terms, there are other risks associated with your purchase, possession and use of Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A of these Terms.