

# IEO Terms and Conditions

The Terms and Conditions (the "T&C" or "Terms") apply to the buyer of the NIXT Utility (Gas) Token (hereinafter "NIXT tokens") and constitute an agreement between NEXINTEREXCHANGE OÜ and you (hereinafter "User" or "you"). PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING TO THE INITIAL EXCHANGE OFFERING PRE-SALE AND SALE. THE T&C AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PARTICIPATE IN THE IEO.

By purchasing the NIXT token during the Initial Exchange Offering pre-sale and sale period (hereinafter the "IEO"), in the jurisdiction of Estonia, you will be bound by these T&C, and all terms incorporated by reference. Your purchase of the NIXT token is subject to these T&C. YOU MAY NOT USE OUR WEBSITE, SERVICES, EXCHANGE AND ACQUIRE NIXT TOKENS IF YOU ARE UNDER 18 YEARS OLD AND IF YOU ARE A CITIZEN, RESIDENT, HABITANT OR LEGAL ENTITY INCORPORATED IN RESTRICTED USE AREAS AS FURTHER DESCRIBED IN THESE TERMS.

THE T&C SHALL NOT AND CANNOT BE CONSIDERED AS AN INVITATION TO ENTER INTO AN INVESTMENT. THEY DO NOT CONSTITUTE OR RELATE IN ANY WAY NOR SHOULD THEY BE CONSIDERED AS AN OFFERING OF SECURITIES IN ANY JURISDICTION. THE T&C DO NOT INCLUDE OR CONTAIN ANY INFORMATION OR INDICATION THAT MIGHT BE CONSIDERED AS A RECOMMENDATION OR THAT MIGHT BE USED TO BASE ANY INVESTMENT DECISION. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR AN INVITATION TO SELL SHARES, SECURITIES OR RIGHTS BELONGING TO NEXINTER OR ANY RELATED OR ASSOCIATED COMPANY.

## 1. Corporate governance

- 1.1. NEXINTEREXCHANGE OÜ (hereinafter "NEXINTER" or the "Company" or "us") is an Estonian Limited Liability Company with registration number 14602375.
- 1.2. NEXINTER is dully incorporated in accordance with Estonian laws, especially but not limited to the Estonian Money Laundering and Terrorist Financing Prevention Act, and has been granted two applicable licenses by the Estonian Financial Intelligence Unit (FIU): **i)** license for Providing services of exchanging a virtual currency against a fiat currency (number of license: FVR000616); and **ii)** license for Providing a virtual currency wallet service (number of license: FRK000528).

## 2. Applicability

- 2.1. The following T&C constitute the agreement (the "Agreement") between NEXINTER and you with respect to the purchase of the NIXT token and the future use of the services offered through the NEXINTER Exchange (hereinafter "Exchange").
- 2.2. By using our services, you are agreeing to be bound by the T&C in its latest version. You are aware that the Company may change this T&C at any time, on its sole discretion without any prior notice to you. Any changes will be effective immediately upon posting on our Website.

### 3. Services

- 3.1. NEXINTER is aiming to democratize the rigid traditional financial industry and make it transparent with the inclusive characteristic.
- 3.2. To achieve this principle the goal of NIXT – The Nexinter IEO (Initial Exchange Offering) is three-fold:
- build a new digital engagement as early as possible with new categories of traders, with full focus on compliance and security,
  - build a leaner “Digital Security Offering” framework by starting to engage at earlier stage with companies that are planning to launch an Digital Security Offering (DSO) and provide them the benefit of an end-to-end competitive and transparent offering, and
  - leverage upon such an engagement and build the most liquid, user friendly and competitive end-to-end Digital Security Offering Platform in the world, which will drive a broader inclusion to the financial world.

### 4. Initial Exchange Offering (IEO)

- 4.1. IEO is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation. You can contribute into a smart contract system in EUR, U.S. Dollars, BTC, ETH and BCH (acceptable Funds) and receive NIXT tokens in exchange. The Company reserves the right to amend acceptable Funds at any time, based on its sole discretion.
- 4.2. For purposes of this instrument, the value of the participating amount shall be deemed in U.S. Dollars whether you participate in Bitcoin and/or Ether and/or BitcoinCash, valued at the Applicable Exchange Rate for Bitcoin and/or Ether and/or BitcoinCash. The term Applicable Exchange Rate shall mean the price of the relevant digital asset at the time of the deposit by the user, where the exchange rate is calculated using the current market exchange rate on BITSTAMP Exchange. The participating amount expressed in U.S. Dollars presents a basis for determining the entitled amount of NIXT tokens, using the exchange rate applicable in the relevant stage of the IEO.
- 4.3. Participants comprehend and fully accept the fact that the Company reserves the right to end the IEO at any given time after its start, if the Company deems that an adequate amount of NIXT tokens was issued.
- 4.4. In case that the IEO and distribution of NIXT tokens is cancelled, all funds collected by the Company will be returned back to the wallets of their respective providers.

### 5. Eligibility

- 5.1. You must be at least 18 years old to participate in the IEO and to use our Services, Exchange and our Website. By participating in the IEO and/or using our Services, Product and accessing our Website you represent and warrant that you: **(a)** are at least 18 years old; **(b)** you have full power and authority to enter into this agreement **(c)** have not been previously suspended or removed from using our Services **(b)** have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC).

- 5.2. If you are participating in the IEO or using the Services on behalf of a legal entity, you represent and warrant that: **(a)** such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; **(b)** you are duly authorized by such legal entity to act on its behalf, and **(c)** any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with the Company has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC).
- 5.3. By participating in the IEO, the User agrees to the T&C and in particular, they represent and warrant that they:
- are authorized and have full power to acquire NIXT tokens according to the laws that apply in their jurisdiction of domicile;
  - are not a Canada, Australia Bahamas, Botswana, Cambodia, Democratic People's Republic of Korea, Ethiopia, Ghana, Iran, Pakistan, Panama, Sri Lanka, Syria, Trinidad and Tobago, Tunisia and/or Yemen resident nor are they purchasing NIXT tokens or signing on behalf of a Canada, Australia, Bahamas, Botswana, Cambodia, Democratic People's Republic of Korea, Ethiopia, Ghana, Iran, Pakistan, Panama, Sri Lanka, Syria, Trinidad and Tobago, Tunisia and/or Yemen resident;
  - are not a United States of America resident nor are they purchasing NIXT tokens or signing on behalf of a United States of America resident, unless the User is qualified as an accredited investor and can verify such status to the Company;
  - are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
  - are not acting for the purpose of speculative investment;
  - live in a jurisdiction which allows NEXINTER to sell the NIXT tokens through an IEO without requiring any local authorization;
  - does not lives in a jurisdiction which is qualifying token issued through an IEO as securities;
  - will not use the IEO for any illegal activity, including but not limited to money laundering and the financing of terrorism;
  - are solely responsible for determining whether the acquisition of NIXT tokens is appropriate for them;
  - understand the risks associated with the IEO and understand the use of cryptocurrencies and its associated risks;
  - acknowledges and accepts that the NEXINTER IEO is taking place within an Estonian legal environment that is still under development; and
  - shall not violate or attempt to violate the security of the Website; Services , Platform and NIXT tokens and you will not hack into, interfere with, disrupt, disable, over-burden, modify, publish, reverse engineer, participate in the transfer or sale, create derivative works, or otherwise impair the Website, Platform and NIXT tokens.
- 5.4. The User expressly acknowledges and agrees she/he will be able to participate in the IEO only if the User successfully undergoes a KYC and/or AML screening process, prior to participating in the IEO and acquiring NIXT tokens. For that purpose the Company collect and store User's contact information, including but not limited to her/his e-mail address, name, phone, address, date of birth, identification number, tax number, copy of your identification documents and other similar data which is used for identification purposes and which we may be required to collect to comply with Estonian Money Laundering and Terrorist Financing Prevention Act.

Company shall have the right to implement necessary measures to monitor compliance of this Section.

## 6. The NIXT token

- 6.1. The NIXT token functions as a pure gas token and grants its holders the benefit to participate in private placements of Digital Security Offerings (DSO) as well as professional investors, as early as them, with exactly the same conditions. Anybody will be able to join the NEXINTER Private Placement Offering by just being a NIXT token holder and invest in the future Digital Securities handled, issued and listed by NEXINTER.
- 6.2. Additionally holders of NIXT tokens will receive benefits in accordance with the following scheme:
- 45.000,00 NIXT tokens: a reserved seat on the Nexinter blockchain based Forex platform to trade stable coins paired with stable coins
  - 5.000,00 NIXT tokens: Membership to NEXINTER Private Placement Offerings
  - 2.500,00 NIXT tokens: Free entrance to NEXINTER monthly trading contest
  - 1.000,00 NIXT tokens: Free NEXINTER Debit card (Mastercard)
  - Fee discounts based on NIXT holdings (until 31. 12. 2019):
    - 5,000 NIXT tokens: 50% discount on all trading fees on nexinter.com
    - 2,500 NIXT tokens: 20% discount on all trading fees on nexinter.com
    - 1,000 NIXT tokens: 5% discount on all trading fees on nexinter.com
    - After 1. 1. 2020 NIXT token holders will be able to pay trading fees with NIXT tokens and enjoy the 30% discount on trading fees
- 6.3. Token issuers will have the option to pay the listing fee with NIXT tokens. In particular, DSO issuers and issuers of other tokens will always have an option to pay for the NEXINTER listing fee with NIXT tokens and receive immediate 20% discount on that listing fee.
- 6.4. The User expressly comprehends and fully accepts the fact that all NIXT tokens holding benefits, described in the T&C, the Whitepaper, Website or in any other public place are provided for informational purposes only and can at any point in time be subject to change, due to the change in the value of the NIXT token. Especially, but not limited to, holders of NIXT tokens can be excluded from participating in upcoming DSO's, due to provisions set forth by different regulations and regulatory bodies.
- 6.5. The NIXT token does not have the legal qualification as a security, since it does not give any rights on dividends or interest, any ownership right or stake share or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to the Company, nor shall NIXT token holders have any influence or rights in the development or governance of the Company. The NIXT token, therefore, is not a share and does not give any right to participate in the general meetings of the Company. The acquirement and use of the NIXT token shall not be done for speculative usage.
- 6.6. NIXT tokens can be purchased during the IEO Pre-Sale and Sale directly from the Company or after the IEO from an exchange.
- 6.7. After purchasing NIXT tokens, the entitled amount of NIXT tokens will be transferred to the User's Nexinter account.

Additionally, the allocation of the corresponding amount of NIXT tokens will be observable from an appropriate blockchain explorer. The User comprehends and fully accepts that he/she will be able to withdraw or otherwise transfer the designated amount of NIXT tokens only after the completion of the Token Generating Event, which will follow after the end of the IEO.

- 6.8. Company gives no warranties that the NIXT token will be exchangeable on specific platforms or that they shall remain exchangeable on the mentioned exchange platforms or that they would be exchangeable on other exchanges.
- 6.9. The NIXT token is not an investment advice, a security nor an investment product. Any action, notice, communication, message, decision, managerial act, or omission of the mentioned shall not be understood and interpreted as such. Company gives no guarantees as to the value of any of the NIXT token and explicitly warns users that there is no reason to believe that NIXT tokens will increase in value, and they might also decrease in value or lose their value entirely.
- 6.10. You represent and warrant that you are acquiring NIXT tokens for your own personal use and for your personal utility and not for investment or financial purposes. You also represent and warrant that you don't consider NIXT tokens as security and you understand that NIXT tokens may lose all their value and that you are not purchasing NIXT tokens as an investment and that you are aware of all other risks deriving from holding NIXT tokens as specified in these Terms and you accept them.
- 6.11. To avoid risks related to volatility Company may manage the funds received through the IEO, by trying to minimize and/or avoid risks related to volatility using its best efforts, based on Company sole discretion. You expressly agree to any measure Company may apply trying to avoid and/or minimize risks related to volatility.
- 6.12. None of the information or analyses presented herein are intended to form the basis for any investment decision, no specific recommendations are intended, and NEXINTER Services, Website and NIXT tokens do not offer, are not and shall not be construed as investment or financial products.

## 7. Knowledge required

- 7.1. The User acquiring NIXT tokens expressly acknowledges and represents that she/he has carefully reviewed the T&C and fully understands the risks, costs and benefits associated with the acquisition of this token as indicated in the T&C.
- 7.2. The User undertaking to acquire NIXT tokens in relation to the IEO should ensure that she/he understands and has significant experience of cryptocurrencies, blockchain systems and services, and that she/he fully understands the risks associated with the IEO as well as the mechanism related to the use and custody of cryptocurrencies.
- 7.3. NEXINTER shall not be responsible for any loss of NIXT tokens or situations making it impossible to access NIXT tokens, which may result in any actions or omissions of the future User or any person undertaking to acquire NIXT tokens.
- 7.4. User expressly agrees and acknowledges that anytime throughout the duration of these Terms, NIXT tokens may require material, technical, commercial or any other changes and understands that an upgrade or modification of the NIXT tokens may be required. If a user decides not to participate in such upgrade, the user acknowledges and agrees that non-upgraded NIXT tokens may lose their functionality in full and that they may no longer use NIXT tokens.

## 8. Risks

- 8.1. Development Failure or Abortion. Acquiring and storing NIXT tokens involves various risks. Therefore, and prior to acquiring NIXT tokens, any User should carefully consider the risks, costs, and benefits of acquiring NIXT tokens within the IEO, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity or any other risks as indicated in the T&C, should not acquire NIXT tokens, at this stage or later.
- 8.2. Legal Risk concerning Security Regulation. There is a risk that in some jurisdictions NIXT tokens might be considered to be a security, now or in the future. Company does not give warranties or guarantees that NIXT tokens are not a security in all jurisdictions. Each user of NIXT tokens shall bear its own legal or financial consequences of NIXT tokens being considered a security in their respective jurisdiction. The legal ability of Company to provide NIXT tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, if it turns out with a high degree of certainty that NIXT tokens are not legal in certain jurisdiction, the Company will based on its sole discretion either **(a)** cease operations in that jurisdiction, or **(b)** adjust NIXT tokens in a way to comply with the regulation should that be possible and viable. It is your obligation to check if acquisition and disposal of NIXT tokens is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use NIXT tokens should their use not be legal in the relevant jurisdiction.
- 8.3. Risk of malfunction of blockchain. Nobody can guarantee that Bitcoin Cash (BCH) source code used by Company will be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of Company and consequently bring adverse impact on the value of Company Open source codes rely on transparency to promote community-sourced identification and solution of problems within the code.
- 8.4. Update of the Source Code. Bitcoin Cash (BCH) source code can be updated, amended, altered or modified from time to time by the developers and/or the community. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects NIXT tokens and/or Company operation or market value.
- 8.5. Internet transmission risks. You acknowledge that there are risks associated with utilizing an Internet-based Digital Assets, Products and Website including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using our Services, Website, Platform, NIXT tokens howsoever caused.
- 8.6. Cryptography risks. You acknowledge that there are risks associated with cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all crypto-currencies including NIXT tokens. This could result in the theft, loss, disappearance, destruction or devaluation of NIXT tokens. To a reasonable extent, Company will be prepared to take proactive or remedial steps to update the protocol underlying Company in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit the Company accurately guide the development of Company to take into account such unforeseeable changes in the domains of cryptography or security.



- 8.7. Forking. Bitcoin Cash (BCH) is an open source project and supported by the community. The developers of the Company do not lead the development, marketing, operation or otherwise of Bitcoin Cash (BCH). Anybody may develop a patch or upgrade of the source code of Bitcoin Cash (BCH) source without prior authorization of anyone else. The acceptance of Bitcoin Cash (BCH) patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a “fork” in the blockchain of Bitcoin Cash (BCH), and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of NIXT tokens and in the worst case scenario, could ruin the sustainability of the Company. While such a fork in the blockchain of Bitcoin Cash (BCH) would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.
- 8.8. Risk of unfavorable regulatory action in one or more jurisdictions. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. NIXT tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of NIXT tokens which could impede or limit their existence, permissibility of their use and possession, and their value.
- 8.9. Risk of theft and hacking. Hackers or other groups or organizations may attempt to interfere with your third-party wallet, the Website or the availability of NIXT tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.
- 8.10. Risk of mining attacks. Bitcoin Cash (BCH), which is used for the NIXT tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Mining Attacks, as described above, may also target other blockchain networks, with which NIXT tokens interact. Any successful attacks present a risk to the NIXT tokens.
- 8.11. Risk of loss of value and uninsured losses. Value of NIXT tokens may fluctuate and you may suffer loss in value of such acquired NIXT tokens. In addition to loss of value risk, NIXT tokens are entirely uninsured and are unlike bank accounts or accounts at some other financial institutions.
- 8.12. Unanticipated risks. Cryptocurrencies and blockchain technologies are new and untested technology and in addition to the risk outlined in these Terms, there are also unforeseeable risks that may materialize as unanticipated.

You acknowledge, agree and warrant that you have been warned of the potential risks involved by using our Services, Website and NIXT tokens and other relevant technologies mentioned herein as well as that there may be other risks involved, which are not specified herein and that you fully accept such risks.

## 9. Warranties

- 9.1. ANY INFORMATION GIVEN IN THE T&C IS FOR GENERAL INFORMATION PURPOSE ONLY AND NEXINTER DOES NOT PROVIDE WITH ANY WARRANTY AS TO THE ACCURACY AND COMPLETENESS OF THIS INFORMATION.
- 9.2. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR SERVICE, WEBSITE AND NIXT TOKENS ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND. NO WARRANTY OF

ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IS GIVEN IN CONJUNCTION TO THE IEO WEBSITE, SERVICES, EXCHANGE, NIXT TOKENS AND SERVICES IN GENERAL.

- 9.3. THE COMPANY DOES NOT WARRANT THAT THE SERVICES, NIXT TOKENS, WEBSITE OR EXCHANGE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY DEFECTS WILL BE CORRECTED IN REASONABLE TIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE, PLATFORM AND WEBSITE IS AT YOUR SOLE RISK.
- 9.4. Company does not guarantee the confidentiality or privacy of any communication or information transmitted through the Website or NIXT tokens or any site linked to the Website. We will not be liable for the privacy or security of information, e-mail addresses, registration and any identification information (if applicable), disk space, communications, confidential or proprietary information, or any other content transmitted to us in any manner, or otherwise connected with your use of our Services, the Website or Platform.
- 9.5. Any person undertaking to acquire NIXT tokens must be aware that the NEXINTER business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, any person undertaking to acquire NIXT tokens acknowledges and understands that neither NEXINTER nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.
- 9.6. NEXINTER will do its best to launch its operations and successfully deploy future Security Token Offerings (STO's) on its exchange. Any person undertaking to acquire NIXT tokens acknowledges and understands that NEXINTER does not provide any guarantee that it will manage to achieve it.

## 10. Limitation of liability

- 10.1. NEXINTER, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, assumes no liability or responsibility for any loss raised from the IEO, arising out of or related to the use of the nexinter.com or any technical, interruption or malfunction of the NEXINTER Exchange, Website, NIXT tokens, Services or otherwise.
- 10.2. In no event shall NEXINTER, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, be liable for any special, indirect, incidental, punitive or consequential damages of any kind whatsoever, including without limitation any damages caused by or resulting from reliance by any user or any information obtained from the Company, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, theft, destruction or unauthorized access to Company's records, Services, Website, Exchange and NIXT tokens.
- 10.3. In addition to the above, Company shall not be liable for any loss of profit, loss of business, trading losses, loss in value, or any other loss. This applies even if such damages are foreseeable.
- 10.4. Company shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention soft-



ware. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Company. Always log into your account through the Website to review any transactions or required actions, if you have any uncertainty regarding the authenticity of any communication or notice.

- 10.5. The limitation of liability set out above shall not be applicable in the event that NEXINTER, or any of its officers, directors, agents, joint ventures, employees, suppliers and advisors, has caused the damage by intentional misconduct or by gross negligence.

## 11. Indemnification

- 11.1. The User agrees that she/he will defend, indemnify and hold Company, its affiliates and licensors and its officers, directors, contractors, employees, agents and representatives, harmless from and against all claims, actions, demands, liabilities, damages, losses, costs and expenses (including legal fees) relating to or arising from **(a)** your use of our Services, Website, Exchange, NIXT tokens; **(b)** your breach of these T&C or any other liabilities arising out of your use of the Services, Website and Exchange or the use by any other person accessing the Website, Service, Exchange, NIXT tokens using your computer and/or your Personal Information; **(c)** your violation of any rights of any other person or entity in connection with these T&C, and **(d)** third-party claims concerning this T&C or your thereof.
- 11.2. The User agrees that she/he will promptly notify the Company of any third-party claims, actions or proceedings that involve the Company due to the use of these T&C, which the User becomes aware of. The Company may participate with counsel of its own choosing in any proceedings described above. If Company will be required to respond to compulsory legal order, the User agrees to reimburse the Company for reasonable attorney and contractors fees for their time and material spent responding to obligatory legal orders. The User undertakes that she/he will not agree to any settlement, which imposes any obligation or liability for the Company without Company's prior written consent.

## 12. Links to other Websites

- 12.1. Our Services, Website and Exchange may include links to third party websites, third party wallet providers or other service providers ("Third Party Sites"). If you use any links made available through our Services, Website and Exchange to reach other websites not maintained by the Company you will leave our Services, Website and Exchange. The linked sites are not under the control of the Company and Company is not responsible for the content of any linked site or any link contained in a linked site. The linked sites are governed by the terms and conditions of that site.
- 12.2. Company shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, statements, representations, advertising, products, services or other materials available on or through Third Party Sites. Company provides these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by Company of Third Party Sites, nor does it imply that the linked Third Party Sites recommends, approves of, or endorses Company.

## 13. Privacy and KYC/AML

- 13.1. Collection of personal information. Company collects personal information needed to conduct the IEO and its Services, Website, Exchange, and to enable you to use our Services, Website, Exchange and NIXT tokens. Company is the data

processor and controller of your personal data and will not share your personal information's with third parties, except as specified herein. For the purpose of conducting the IEO and operating the Exchange and performing the Services, Company may share your personal information with other entities within the Company group. Company collects personal information from running the Website and uses information, which you provide to us.

- 13.2. The User expressly acknowledges and agrees that prior to participating in the IEO and acquiring NIXT tokens, the User will have to successfully undergo a KYC and/or AML screening process. For that purpose the Company collect and store User's contact information, including but not limited to her/his e-mail address, name, phone, address, date of birth, identification number, tax number, copy of your identification documents and other similar data which is used for identification purposes and which we may be required to collect to comply with Estonian Money Laundering and Terrorist Financing Prevention Act.
- 13.3. The Company may also obtain information about you from third parties such as identity verification services.
- 13.4. The provided personal information is used for administering our business activities, to communicate with you, to promote safety and security (we use personal information for loss prevention, anti-fraud and/or unauthorized activity and to enforce these T&C) and to provide you with customer service, technical support, for audit purposes, to prevent and investigate potentially prohibited or illegal activities and to notify you about improvements to our Website and new services we think you will find useful. We can use Personal Information to mitigate the risk of fraud, identity theft or credit card theft. We may use your name and e-mail address to provide you with information about products or services that may be of interest to you.
- 13.5. The User at any time ask the Company to edit and/or delete her/his personal information by sending a request to [support@nexinter.com](mailto:support@nexinter.com).
- 13.6. The Company may create anonymous, aggregated and/or other de-identified data records ("Anonymous Information") from information provided by the User, by excluding information (such as her/his name) that makes the information personally identifiable. The Company reserves the right to use Anonymous Information for any purpose and to disclose such data to third parties in our discretion.
- 13.7. Sharing of personal data. The Company takes your privacy very seriously, and will only share your personal information as needed with the entities within the ecosystem to perform the IEO and other services and in the event if we are legally to meet any legal, regulatory, or governmental request, including but not limited to events when we are compelled to do so by a subpoena, court order, or similar legal procedure; or to report suspected illegal activity or to investigate violations of our T&C; our banking partners; legal entities that we are interested in merging with or be acquired by. We may share or sell your information in connection with a merger, financing, acquisition, dissolution transaction, bankruptcy or proceeding involving sale, transfer, divestiture of all or a portion of our business or assets. If another company acquires our business or assets, that company will have your information collected by us and will assume the rights and obligations regarding your information as allowed by this Privacy Policy.
- 13.8. Storing and transfer of personal data. The Company protects provided personal information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards the Company uses are firewalls and data encryption, physical access controls to our data centers,

and information access authorization controls. The Company also authorizes access to personal information only for those employees who require it to fulfil their job responsibilities. The Company stores and processes your personal information on our servers in the European Economic Area (EEA) and elsewhere in the world, where our facilities or our service providers are located. The data may be transferred to other places outside the EEA, to countries, which offer the same level of protection as EEA.

## 14. Intellectual Property Rights

14.1. Under no circumstances are these T&C construed as granting, by implication, estoppel or otherwise, a right, license, title and interest in and to its website/s, marks, intellectual property, software, content and material or any other Companies product and all components thereof, to any Intellectual Property or components thereof other than as specifically granted in these T&C. You agree that Company's Intellectual Property may be used only as provided in these T&C. All rights not expressly granted herein are reserved.

## 15. Feedback

15.1. In connection with your use of our Services, Website, Exchange, NIXT tokens you may provide us with your feedback (suggestions, ideas, reviews, comments, material and questions or other information and/or material). We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials you provide to us, whether by e-mail, posting through our Services, Website, Exchange, NIXT tokens or otherwise. You waive any rights you may have to the feedback (including any copyrights to the extent permitted by law). Any feedback you provide to us is non-confidential, non-proprietary and is not subject to a third party license and we have no liability for any loss or damage suffered by you as a result of the disclosure or use of such feedback. The Company has the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

## 16. Notices

16.1. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that Company provides in connection with the IEO and your use of Company's Services, Website, Exchange, NIXT tokens. You acknowledge and agree that Company may provide these Communications to you by posting them on its Website or by emailing them to you at the e-mail address, you provide. Any email communication is considered to be received by you within 24 hours after we e-mail it to you and Communication via our Website will be effective upon posting.

16.2. It is your responsibility to keep your e-mail address with the Company up to date so that the Company can communicate with you electronically. You understand and agree that if the Company sends you an electronic Communication but you do not receive it because your e-mail address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, the Company will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your e-mail address book, you must add the Company to your e-mail address book so that you will be able to receive the Communications we send to you.

16.3. You may contact us by sending email to [support@nexinter.com](mailto:support@nexinter.com) with general questions. All legal notices (including legal disputes) must be sent in writing to [support@nexinter.com](mailto:support@nexinter.com) or postage prepaid by certified or registered mail, return receipt requested and addressed to the authorized representative of the relevant Party. All given notices must be in English language.

## 17. Miscellaneous

17.1. Severability. If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.

17.2. Force Majeure Events. The Company shall not be liable or responsible to the Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

17.3. Waiver. Company failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof. Furthermore, any waiver by either the Company or the User of a breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

17.4. Applicable Law and Jurisdiction. T&C are subject to and governed by Estonian Law to the exclusion of Estonian International Private Law and any International Treaties. All disputes arising from or under these T&C shall be resolved in front of the Arbitration Court of the Chamber of Commerce and Industry of Estonia in Tallinn (hereinafter: the Arbitration Court) in accordance with the Rules of the Arbitration Court. The dispute shall be resolved on the basis of the laws of Estonia. The language of the Arbitration Court shall be English. The Arbitration Court shall consist of 1 member, mutually appointed by both Parties. If the Parties fail to form the Arbitration Court in accordance with the provisions of this Article and the Rules of the Arbitration Court, the Arbitration Court shall be formed by the Council of the Chamber of Commerce and Industry of Estonia. The award of the Arbitration Court shall be final and binding upon the Parties.

17.5. Term and Termination. This agreement is entered into for unlimited duration. We reserve the right to terminate and/or suspend your access to our Services/Website, without giving you prior written notice and delete all related information and files related to your use of our Services, Website, Exchange, NIXT tokens, without liability to you, at any time for any reason, including, but not limited to, if based on our sole discretion we believe: (i) You have violated these Terms, (ii) You created risk or possible legal exposure for us.

17.6. Entire Agreement. These T&C represent the entire agreement, and supersede all prior and contemporaneous understandings between the User and the Company regarding the subject matter, especially regarding the IEO and NIXT tokens. In the event of any conflict between these T&C and any other agreement the User may have with the Company, the terms of that other agreement will prevail only if these T&C are specifically identified and declared to be overridden by such other agreement.

17.7. Assignment. These T&C shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any of your rights or obligations under these T&C without Company's prior written consent from, including by operation of law or in connection with any change of control. The Company may assign or transfer any or all of its rights under these T&C, in whole or in part, without obtaining your prior written consent or approval.