



XAYA Token Terms and Conditions

Preamble

- i. The following Terms and Conditions (“**Terms**”) govern the exchange of the cryptographic XAYA Tokens (“**CHI**”) for Bitcoin (“**BTC**”), also known as the token exchange period (“**TEP**”) of CHI. Reference to the TEP may also include reference to preceding periods of exchange during which CHI may be obtained.
- ii. CHI are required to transact on the XAYA software platform described in the XAYA Whitepaper (“**XAYA Platform**”) to users (“**Users**” collectively, and “**User**” individually).
- iii. The information contained in the XAYA Whitepaper and on the XAYA website are of descriptive nature only, are not binding and do not – unless explicitly referred to herein – form part of the Terms or the agreement between the parties.
- iv. By participating in the TEP of CHI, the User expressly acknowledges and represents that he/she has carefully reviewed the Terms and fully understand the risks, costs, and benefits of obtaining CHI and agrees to be bound by the Terms. As set forth below, the User further represents and warrants that, to the extent permitted by law, he/she is authorized to obtain CHI in his/her relevant jurisdiction, is of a legal age to be bound by these Terms, and will not hold Typhon Ltd, its subsidiaries and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of XAYA or subsidiaries or affiliates, now or in the future and any other member of the XAYA Team (collectively “**XAYA**”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the TEP of CHI.
- v. The User understands and accepts that while the individuals and entities, including Typhon Ltd, incorporated under the laws of Malta, assigned to this task will make reasonable efforts to develop and complete the XAYA Platform and XAYA Project, it is possible that such development may fail and User’s CHI may become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also Chapter 4 regarding Risks).
- vi. The User is aware of the risk that even if all or parts of the XAYA Platform are successfully developed and released in full or in parts, due to a lack of public interest, the XAYA Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that obtaining CHI carries significant financial, regulatory and/or reputational risks (including the complete loss of value of obtained CHI, if any, and attributed features of the XAYA Project).
- vii. This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction.
- viii. Only individuals, entities, or companies that have significant experience with, and understanding of the usage and intricacies of cryptographic tokens, like BTC, and blockchain-based software systems should participate in the TEP of CHI. Users should have functional understanding of storage and transmission mechanisms associated with cryptographic tokens. While the XAYA Team will be available to assist Users of CHI during and after the TEP, XAYA will not be responsible for lost BTC, any other cryptocurrency or CHI resulting from actions taken by, or omitted by Users..
- ix. The User acknowledges that the TEP of CHI is not available to persons located in the United States of America, and that any attempt to bypass the blockers put in place by XAYA to prohibit persons in the United States of America may be punishable by law.



1. CREATION AND OBTAINMENT OF CHI

1.1. No Ownership, Revenue or Governance Rights

User understands and accepts that CHI does not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to the XAYA Project and/or CHI. Ownership of CHI carries no rights, express or implied, other than the right to participate in the XAYA Project if and to the extent the XAYA Project has been successfully completed and launched. By receiving CHI no form of partnership, joint venture or any similar relationship between the Users and XAYA and/or other individuals or entities involved with the setting up of the XAYA Project is created. The TEP of CHI is simply an opportunity for Users to be one of the earliest persons to make use of the XAYA Project once and if it is launched.

1.2. Scope of TEP

The scope of the TEP shall be that of conferring CHI to users who wish to make use of the XAYA Platform right upon conception and hence gaining an early access right to the XAYA platform. The User understands and guarantees that he/she has an advanced technical knowledge allowing him/her to make use of the XAYA Platform. XAYA gives no guarantee or commitment as to any tradeable attributes of CHI and shall not endeavour to have CHI listed on any cryptocurrency exchanges.

1.3. Setting-Up Contributions

There shall be a restricted angel seed round for Users wishing to support the setting-up of the XAYA Project at the very first initial stages ("Setting-Up Contributions period/SUC"). Users who wish to contribute a minimum of EUR 15,000 may do so at any time before the subsequent round of contributions as laid out in clauses 1.4 and 1.5 below.

1.4. Preliminary TEP

There will be a preliminary stage to the TEP known as a pre-TEP ('PTEP'). The PTEP will be open to the public from the 23rd March for 4 weeks, or when the total amount of CHIs obtained reaches the amount of 50,000,000 CHI (including SUC), whichever date is met sooner.

1.5. Main TEP

The TEP of CHI will begin on 7th of September 2018. The TEP will run for 5 Weeks or when the total amount of CHI obtained reaches the amount of 100,000,000 (plus PTEP CHI) whichever condition is met sooner.

XAYA reserves the right to change the date when the TEP will begin and further reserves the right to extend the TEP period for any reason, including the unavailability of the website <https://XAYA.io> or other unforeseen security or procedural issues. Though it does not currently anticipate doing so, XAYA also reserves the right to shorten the TEP period for any reason.

1.6. CHI value and cap

XAYA has determined that the SUC, PTEP, and TEP of CHI will be sold at a base rate of 0.00002 BTC per CHI and proceeds on the following basis:

- (i) Throughout the SUC, there will be a 50% Discount
- (ii) Throughout the PTEP, there will be a 30%, 25% and 20% discount throughout the various stages.:
- ~~(iii) Throughout the first stage of the TEP, the value of each CHI token shall be that of 0.000017 BTC until an amount 50,000,000 CHI have been obtained at such value;~~
- ~~(iv) Throughout the second stage of the TEP, the value of each CHI token shall be that of 0.00002 BTC until an amount of 50,000,000 CHI (including unsold SUC and PTEP CHI) have been obtained at such value;~~

The Main Public Sale will now be run on the Liquid.com Exchange Platform.

1. Throughout stage 1 there will be a total of 4,500,000 CHI available for sale at 0.00002 BTC per CHI with a 15% bonus.
2. Throughout stage 2 there will be a total of 115,000,000 CHI available for sale at 0.00002 BTC



per CHI.

XAYA shall stop accepting new obtainment orders of CHI once total amount of CHI obtained reaches 150,000,000 CHI, or when the time limit for the TEP expires, whichever happens first. The stages above are subject to change.

1.4. CHI amount and distribution

The total amount of distributed CHI will depend on the amount contributed during the SUC, PTEP and TEP stages, provided that the total amount of CHI will not exceed 150,000,000. The breakdown of the total supply of CHI which will ever be created, as per the white paper, will be as follows:

- 40.5% to be reserved for the SUC, PTEP and TEP
- 4.5% to be reserved for the Huntercoin snapshot
- 3.5% to be reserved for bounties
- 1.5% to be reserved for advisors, and other related costs
- 10% to be reserved for Typhon Ltd and locked for 6 months
- 40% to be reserved for proof-of-work mining

1.5. Obtainment of CHI through XAYA Website

~~XAYA will maintain a portal which can be used to obtain CHI. The portal will be available at <https://XAYA.io/token>. Instructions for obtaining CHI using the portal will be embedded and available for review on the XAYA website during the TEP period. Failure to follow these instructions may limit, delay, or prevent a User from obtaining CHI. Any questions about these instructions should be directed to support@XAYA.io.~~

The TEP will take place on the Liquid Exchange Platform. <https://liquid.com>

any questions regarding the Liquid exchange platform must be directed to their support.

For stages other than the PTEP, please contact us via support@xaya.io

1.5. Obligation to Determine if User Can Purchase CHI in User's Jurisdiction and Pay Applicable Taxes

The TEP constitutes an exchange of cryptographic tokens (CHI) for other cryptographic tokens such as Bitcoin and Ethereum, thereby obtaining a right to make use of the XAYA Platform. This service is going to be provided by Typhon Ltd, a Maltese entity, operating under Maltese law. It is the responsibility of each User of CHI to determine if the User can legally obtain CHI in the User's jurisdiction. In case any taxes have to be paid on the obtainment of CHI in the jurisdiction where the User is located, the User shall undertake to pay such taxes, and which shall be under the User's fully responsibility.

1.6. KYC - Update 2017-12-13 All participants must provide KYC details

During the TEP, XAYA shall conduct Know Your Customer ("KYC") procedure for all Users obtaining CHI. This would entail Users to submit a photo or scanned copy of their Passport or national ID and proof of address in the form of a utility bill or banking statement (excluding credit card statements). For legal persons, in addition, the entity's structure would be required along with the UBO's details and a copy of the certificate of incorporation. Should any Users not submit the necessary documents within a period to be set by XAYA, they shall not be entitled to receive any CHI until such documents are submitted. All data for KYC is stored using a qualified third party provider, Identity Mind. <https://identitymindglobal.com/>

1.7. Acceptance of the Terms and Representations and Warranties of the User

By placing an obtainment order of CHI, the User:

- (i) Consents and agrees to the Terms;
- (ii) Represents and warrants that the User is legally permitted to obtain CHI in the User's jurisdiction;
- (iii) Represents and warrants that the User is of a sufficient age to legally obtain CHI or has received permission from a legal guardian who has reviewed and agreed to these Terms;



- (iv) Represents and warrants that the User will take sole responsibility for any restrictions and risks associated with the obtain of CHI as set forth below;
- (v) Represents and warrants that User is not obtaining CHI for the purpose of speculative investment;
- (vi) Represents and warrants that the User is obtaining CHI for the use of the XAYA Platform, or to facilitate development, testing, deployment and operation of applications using the XAYA Platform;
- (vii) Represents and warrants that the User has an understanding of the usage and intricacies of cryptographic tokens, like BTC, and blockchain-based software systems;
- (viii) Represents and warrants that the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of CHI and/or the XAYA Project in general; and
- (ix) Represents and warrants that the User is not a resident of the United States of America.

1.8. Independent Confirmation of Purchases

During the SUC process on the <https://XAYA.io> website, XAYA will provide Users with a single BTC address. Using this address, Users can track and confirm that the User's BTC has been received at that address. Users shall ensure that BTC are solely sent to the address provided by XAYA and not to any other address. XAYA shall not be responsible for any funds sent to any address other than that provided by it.

1.9. Receipt of CHI and User Email

The User shall provide XAYA with their CHI wallet address ("**Fundamental Info**"). The Fundamental Info shall be essential for accessing the obtained CHI. Loss of the Fundamental Info may result in the loss of the right to access CHI. XAYA will send CHI to the CHI wallet address provided by the Users.

By obtaining CHI and to the extent permitted by applicable law, the User agrees not to hold any members of XAYA liable for any losses or any special, incidental, or consequential damages arising out of or in any way connected to, User's failure to access CHI due to any fault attribute to him/her, including loss of the Fundamental Info.

1.10. Process of Obtainment of CHI

CHI will be created and delivered to the User through the following process:

- (i) The User registers on the website <http://XAYA.io/token> (subject to change), providing all necessary information and agrees to the Terms;
- (ii) The User places an obtainment order of CHI and pays the corresponding sum in BTC;
- (iii) The User ensures that it saves and stores the Fundamental Info;
- (iv) All participants must provide KYC details.

1.11. Cancellation of TEP

Should the SUC and PTEP collectively fail to exceed the amount of EUR 2,500,000, the TEP may not take place at Typhon Ltd's discretion and if it does not take place, Users who contributed to the SUC and PTEP shall be refunded their contributions. It will remain at XAYA's sole and fullest discretion on how to handle the refund process in such scenario(s), and the Users agree and accept that the refunds may be partial if any contributed funds have already been spent. If the user contributes in ETC or LTC, it must be noted that these currencies will be shapeshifted to ETH, so this may also affect the amount that is refunded due to market fluctuations. It should also be noted that transactions fees would also be taken from any contribution in case of refund.

1.12. No Refund

Save as otherwise stipulated in clause 1.11, all purchases of CHI are final and non-refundable. By obtaining CHI the User acknowledges that he/she has no right to request a refund for any reason, and that the User will not receive money or other compensation for any CHI that remains unused.

1.13. Fraudulent or Harmful Attempts

XAYA will monitor all potential transactions for fraudulent attempts to illicitly gain CHI, including, but not limited to, multiple submissions by the same person so as to bypass clause 1.6, double spend attempts in



BTC, as well as all other malicious attempts to sabotage the TEP. Any detected fraudulent attempts will result in no CHI being delivered to the associated User.

1.14. Rejected Transactions

XAYA shall maintain the right to reject any transaction during the TEP in case the User has not complied with the Terms or has not transferred necessary funds in BTC to obtain requested amount of CHI within 24 hours after placing an order to obtain CHI.

2. XAYA Project Execution

2.1. The User understands and accepts that for the purpose of the development and execution of the XAYA Project, XAYA shall receive the full amount of BTC transferred during the SUC, PTEP and TEP period. This amount covers expenses, charges and other costs that may arise by XAYA and/or its subcontractors as part of the development and execution of the XAYA Project. It remains at XAYA's sole discretion to decide how to allocate the funds in order to further develop and execute the XAYA Project to its fullest extent. XAYA has the right to engage subcontractors to perform the entire or partial development and execution of the XAYA Project. The scope of the development work will be triggered by the amount of BTC received during the initial TEP.

2.2. The User understands and accepts that the User will not have any expectation of influence over governance on the XAYA Project. The User understands and accepts that the XAYA Project will need to go through substantial development works as part of which it may become subject to significant conceptual, technical and commercial changes before release.

3. XAYA Token Platform

The User understands and accepts that blockchain technology is still in an early development stage and its application is of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks outside the control of XAYA. XAYA shall not be responsible for any faults or failures in such technology.

4. Risks

The obtainment of CHI may carry with it significant risk. Prior to obtaining CHI, the User should carefully consider the below possible risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to obtain CHI. In particular, but not solely, the User understands the inherent risks listed hereunder:

4.1 Risk of software weaknesses: The User understands and accepts that the blockchain technology, the overlying software applications and platforms are still in an early development stage and unproven. Thus there is no warranty that the process of creating and distributing CHI will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of BTC and/or CHI.

4.2 Regulatory risk: The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on or introduce new regulations addressing blockchain technology based applications, which may be contrary to the current setup of the XAYA Platform. This may, inter alia, result in substantial modifications of the XAYA Project, including its termination and the loss of CHI for the User.

4.3 Risk of abandonment / lack of success: The User understands and accepts that the creation of the CHI and the development of the XAYA Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that, even if the XAYA Project is partially or fully developed and launched, the User will receive any benefits through the CHI held by him/her.

4.4 Risk associated with other applications: The User understands and accepts that the XAYA Project may give rise to other alternative projects, promoted by unaffiliated third parties, under which CHI will have no intrinsic value.



- 4.5 Risk of loss of private key:** CHI can only be accessed by using a proprietary wallet developed by XAYA with a combination of User's account information (address), private key and password. The private key is encrypted with a password. The User understands and accepts that if his/her private key file or password respectively got lost or stolen, the obtained CHI associated with the User's account (address) or password will be unrecoverable and will be permanently lost.
- 4.6 Risk of theft:** The User understands and accepts that the blockchain technology, the overlying software application and software platform may be exposed to attacks by hackers or other individuals that could result in theft or loss of CHI or BTC, impacting the ability to develop the XAYA Project.
- 4.7 Risk of incompatible Wallet service:** The User understands and accepts, that the wallet or wallet service provider used for obtaining CHI, has to be technically compatible with the XAYA platform. Failure to assure this may have the result that User will not gain access to his/her CHI.
- 4.8 Risks related to Amendments:** Amendments to the XAYA Platform's protocols and software, if accepted and authorised by the XAYA Platform's community, could adversely affect CHIs. The XAYA Platform is based on a math-based protocol that governs the peer- to-peer interactions between computers connected to the XAYA Platform. To the extent that a significant majority of the users on the XAYA Platform install software upgrade(s), the XAYA Platform would be subject to new protocols and software that may adversely affect CHIs. If more than a significant majority of the users on the XAYA Platform install such software upgrade(s), the XAYA Platform could "fork." A failure to properly monitor and upgrade the protocol could damage the XAYA Platform and CHI. XAYA will not be responsible for any damage done to the XAYA Platform due to the User's failure to upgrade the software and any losses incurred by the User when so failing to upgrade.
- 4.9 Risks related to intellectual property rights claims:** Intellectual property rights claims may adversely affect the operation of the XAYA Platform. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the XAYA Platform's long-term viability or the ability of end-users to hold and transfer CHI may adversely affect the value of CHI. Additionally, a meritorious intellectual property claim could prevent XAYA and other end-users from accessing the XAYA Platform or holding or transferring their CHIs.

5. No Liability

- 5.1** The User bears the sole responsibility to determine if the obtainment, ownership or use of CHI, the potential appreciation or depreciation in the value of CHI over time (if any), the allocation of CHI and/or any other action or transaction related to the XAYA Project have any tax implications for him/her. In case of any tax obligations, the User shall be under obligation to pay all and any applicable tax. By obtaining, holding or using CHI the User agrees not to hold any third party (including developers, auditors, contractors or founders of XAYA) liable for any tax liability associated with or arising from the creation, ownership or use of CHI or any other action or transaction related to the XAYA Project.
- 5.2** The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, advisers, auditors, contractors, or founders of XAYA liable for any damages or injury whatsoever caused by or related to the use of or the inability to use CHI or the XAYA Platform 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 developers, auditors, advisers, contractors or founders of XAYA Project shall not 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 the inability to use of the XAYA Platform and/or CHI.
- 5.3** The User further specifically acknowledges that developers, advisers, auditors, contractors or founders of the XAYA Project are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, and that the risk of obtaining, holding and using CHI rests entirely with the User.



5.4 By obtaining, holding or using CHI, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, advisors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the obtainment, ownership or use of CHI or any other action or transaction related to the XAYA Project.

6. Privacy

Although XAYA may require Users to provide an email address and other information, XAYA will not publish any identifying information related to Users without the prior written consent of the User unless required to do so under applicable law. XAYA may request Users from time to time to provide additional information, and the User undertakes to provide such information.

By Agreeing this this Terms and Conditions you also accept our privacy policy which can be viewed here https://XAYA.io/downloads/privacy_policy.pdf

7. Disclaimer of Warranties

The User expressly agrees that the User is obtaining CHI at the User's sole risk and that CHI is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose. Without limiting the foregoing, none of the XAYA parties warrant that the process of obtaining CHI will be uninterrupted or error-free.

7.1 Promotional Offers

The User understands that any promotional offers in which free assets of tokens for other projects may not be distributed if issues arise out of Typhon Ltd's control. Such as insolvency, technical challenges or other unforeseen circumstances.

An example is the Soccer Manager Crypto promotional offer for SUC and PTEP participants.

8. Limitations Waiver of Liability

The User 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 use of or inability to use CHI or the XAYA platform 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 XAYA parties 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, CHI. The User further specifically acknowledges that XAYA parties are not liable for the conduct of third parties, including other users of CHI, and that the risk of obtaining and using CHI rests entirely with the User. To the extent permissible under applicable laws, under no circumstances will any of the XAYA parties be liable to any user for more than the amount the User has paid to XAYA for the purchase of CHI.

9. Dispute Resolution

XAYA and the User agree to make good faith efforts to resolve any dispute, controversy or claim arising between them relating to this TEP and their respective rights and obligations hereunder arising under these Terms. These Terms are governed by the laws of the Malta. Dispute settlement will be conducted in accordance with the Maltese legislation and applicable court with exclusive jurisdiction shall be the Malta Arbitration Centre in Valletta, Malta.

10. *Force Majeure*

10.1 XAYA is not liable for failure to perform caused by:

- (i) unavoidable casualty,
- (ii) delays in delivery of materials,
- (iii) embargoes,



- (iv) government orders,
- (v) acts of civil or military authorities,
- (vi) acts by common carriers,
- (vii) emergency conditions (including weather conditions), or
- (viii) any similar unforeseen event that renders performance commercially implausible.

10.2 If an event of *force majeure* occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or in part, for the duration of the *force majeure* circumstances. The party experiencing *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.

11. Complete Agreement

These Terms set forth the entire understanding between each User and XAYA with respect to the TEP and use of CHI. For facts relating to the TEP and use of CHI, the User agrees to rely only on the Terms and understands that the Terms alone govern the TEP and use of CHI and supersede any public statements about the TEP made by third parties or by XAYA or individuals associated with any XAYA parties, past and present and during the TEP.

12. Severability

The User and XAYA 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 XAYA to require or enforce strict performance by the User of any provision of these Terms or XAYA's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of XAYA's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by XAYA 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 XAYA shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the User and a duly appointed officer, employee, or agent of XAYA.

14. Updates to the Terms

XAYA reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time before or during the TEP by posting the amended Terms on the XAYA website (<https://XAYA.io>). Any User will be deemed to have accepted such changes by obtaining CHI. If at any point the User does not agree to any portion of the then-current version of the Terms, the User should not obtain CHI.

15. Full agreement and adherence

By participating in the SUC, PTEP or TEP, the User fully understands and agrees to fully adhere to the terms and conditions as listed above. Participation in the SUC, PTEP, or TEP shall constitute full and unconditional acceptance of the Terms.