

Terms and Conditions: Token Generation Event (TGE)

The following **Terms and Conditions** ("**Terms**") govern your ("**you**") purchase of digital tokens from JARVIS ("**Jarvis International Ltd.**"), a limited liability company registered in the Cayman Islands with registered office address at Unit 2A, 2nd Floor, Landmark Square, Earth Close, George Town, Grand Cayman PO Box 31489, KY1-1206, Cayman Islands ("**us**", "**our**" or the "**Company**"). Each of you and the Company is a "Party" and, together, the "Parties" to these Terms.

If you do not agree to these Terms, do not purchase JARVIS Tokens from us. By purchasing JARVIS Tokens from us, you will be bound by these Terms and any terms incorporated by reference. By purchasing JARVIS Tokens, and to the extent permitted by law, you are agreeing not to hold any of the Company 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 "JARVIS Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of JARVIS Tokens, including losses associated with the terms set forth below.

Prior to purchasing JARVIS Tokens, you should carefully consider these Terms and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional.

These Terms are not intended to be an offer to sell, or a solicitation of any offer to buy, any security or other financial instrument or to invest in JARVIS Tokens. The offering of JARVIS Tokens has not been registered, qualified, or approved under any securities, futures, financial instruments, capital markets, or exchange control legislation, regulation, or ordinance of any jurisdiction. In all jurisdictions, the offer to sell and solicitation to buy our tokens is directed solely to qualified institutional investors, qualified professional investors, and those other sophisticated persons to whom offers and solicitation may be made without any licensing, registration, qualification, or approval under applicable law. These Terms and all other documents referred to in these Terms including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

YOU AGREE TO BUY, AND WE AGREE TO SELL, THE JARVIS TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

1. CONDITIONS OF THE JARVIS TOKEN SALE

When you purchase, or otherwise receive, a JARVIS Reward Token, herein referred to as the JARVIS Token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the JARVIS Tokens:

- 1.1 neither we nor any of the JARVIS Team has provided you with any advice regarding whether JARVIS Tokens are a suitable investment for you;
- 1.2 you have sufficient understanding and experience with regards the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, other digital assets, smart contracts and storage mechanisms (such as digital or token wallets), as well as blockchain based software systems and blockchain technology, to be able to evaluate the risks and merits of your purchase of JARVIS Tokens, including but not limited, to the matters set forth in these terms, and is able to bear the risks thereof, including loss of all amounts paid, loss of JARVIS Tokens, and liability to us for your acts and omissions, including with limitation those constituting breach of these terms, negligence, fraud or willful misconduct; You have sufficient

knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens, blockchain-based software systems and blockchain technology;

- 1.3 you are legally permitted to receive and hold and make use of JARVIS Tokens in your and any other relevant jurisdiction;
- 1.4 whenever required from time to time, you will supply us with any information that we require, and warrant the accuracy and veracity of such information, in order to allow us to accept your purchase of JARVIS Tokens and allocate the same to you;
- 1.5 you will provide us with any additional information which may be reasonably required in order that we can fulfill our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- 1.6 you will notify us promptly of any change to the information supplied by you to us;
- 1.7 you take sole responsibility for any restrictions and risks associated with receiving and holding JARVIS Tokens, including but not limited to those set out in these Terms;
- 1.8 you shall not expect any entitlement to manage the Company or to influence the Company's management, the intellectual property rights to the Platform or any other involvement in the Company's affairs in connection with the purchase of JARVIS Tokens, except for the rights specifically provided for under these Terms;
- 1.9 you are not obtaining or using JARVIS Tokens for any illegal purpose, and will not use JARVIS tokens for any illegal purpose;
- 1.10 you waive any right you may have or obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of JARVIS Tokens in any jurisdiction;
- 1.11 your acquisition of JARVIS Tokens does not involve your 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. Ownership of tokens does not provide you any additional rights or entitlements other than those outlined by the company;
- 1.12 to the extent permitted by law and provided we act in good faith, we make no warranty whatsoever, either expressed or implied, regarding the future success of JARVIS Tokens;
- 1.13 you accept that JARVIS Tokens are created and developed in accordance with English law, and thus, we cannot, by extension, guarantee that its operations will comply with laws of any other jurisdictions. Consequently, we shall not be liable for any potential violations of other countries' law; and
- 1.14 you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of JARVIS Tokens (ii) the potential appreciation or depreciation in the value of JARVIS Tokens over time, if any, (iii) the sale and purchase of JARVIS Tokens; and/or (iv) any other action or transaction related to JARVIS Tokens has tax implications.

2. YOUR REPRESENTATIONS AND WARRANTIES

- 2.1 By buying JARVIS Tokens, you represent and warrant to us that:

- 2.1.1 you are not a U.S. person or a Chinese person. JARVIS Tokens are not being offered or distributed to U.S. persons (as defined below) or Chinese persons (as defined below). If you are a citizen, resident of, or a person located or domiciled in, the United States of America including its states, territories or the District of Columbia or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the United States of America, any state or territory thereof or the District of Columbia (a "U.S. person"), or, if you are a citizen, resident of, or a person located or domiciled in, or any entity, including, without limitation, any corporation or partnership created or organized in or under the laws of the People's Republic of China (a "Chinese person"), do not purchase or attempt to purchase JARVIS Tokens.
- 2.1.2 you have all requisite power and authority to accept these Terms, purchase JARVIS Tokens, to carry out and perform its obligations set out under these Terms, and you are not aware of any other legal reason to prevent you from obtaining JARVIS Tokens.
- i. If an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase JARVIS Tokens.
 - ii. If a legal person, you are duly organized, validly existing and in good standing under the laws of your domiciliary jurisdiction and each jurisdiction where you conduct business.
- 2.1.3 The execution, delivery and performance of these terms will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of your organizational documents, if applicable; (b) any provision of any judgment, decree or order to which you are a party, by which you are bound, or to which any of your material assets are subject; (c) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound; or (d) any laws, regulations or rules applicable to you.
- i. To the extent required by applicable law, you comply with all anti-money laundering and counterterrorism financing requirements.
 - ii. Neither you, nor any person having a direct or indirect beneficial interest in yourself or JARVIS Tokens being acquired by you, or any person for whom you are acting as agent or nominee in connection with JARVIS Tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.
- 2.2 The JARVIS Tokens are not being offered to U.S. persons or Chinese persons. U.S. persons and Chinese persons are strictly prohibited and restricted from purchasing JARVIS Tokens and we are not soliciting purchases by U.S. persons or Chinese persons in any way. If a U.S. person or a Chinese person purchases JARVIS Tokens, such person has done so and entered into these Terms on an unlawful, unauthorized and fraudulent basis and renders these Terms null and void. We are not bound by these Terms if these Terms have been entered into by a U.S. person or a Chinese person as a purchaser or a purchaser has entered into these Terms or has purchased JARVIS Tokens on behalf of a U.S. person or a Chinese person, and we may take all necessary and appropriate actions, in our sole discretion, to invalidate these Terms, including referral of information to the appropriate authorities. Any U.S. person or Chinese person who purchases JARVIS Tokens or enters into these Terms on an unlawful, unauthorized or fraudulent basis shall be solely liable for, and shall indemnify, defend and hold us harmless and our 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 (collectively, the "JARVIS Parties") from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, the "Damages") incurred by a JARVIS Party that arises from or is a result of

such U.S. person's or Chinese person's unlawful, unauthorized or fraudulent receipt or purchase of JARVIS Tokens.

3. SECURITY AND DATA PRIVACY

- 3.1 You are responsible for implementing reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and hold JARVIS Tokens purchased from us, including any requisite private key(s) or other credentials (including, without limitation, usernames and passwords) necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your JARVIS Tokens. We are not responsible for any losses, costs or expenses relating to lost access credentials nor are we able to recover any JARVIS Tokens on your behalf.
- 3.2 We may, from time to time, contact you by email. Usually, such emails are for informational purposes only but in the event that we do contact you for additional information, we are bound by our Privacy Policy which is available on the website. See our Privacy Policy at Jarvis.exchange for additional information.

4. PURCHASES ARE FINAL

- 4.1 All purchases of JARVIS Tokens are final and non-refundable. By purchasing JARVIS Tokens, you acknowledge that neither we nor any of its affiliates, directors or shareholders are required to provide a refund for any reason.
- 4.2 If we believe, in its sole discretion, that any individuals or entities owning JARVIS Tokens creates material regulatory or other legal risks or adverse effects for the company and/or JARVIS Tokens, we reserve the right to buy all JARVIS Tokens from such their owners at the then-existing market price.

5. RISKS

- 5.1 **Risk of Losing Access to JARVIS Tokens Due to Loss of Private Key(s), Custodial Error or Purchaser Error:** Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store JARVIS Tokens in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your JARVIS Tokens. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving JARVIS Tokens, including, for instance, if you provide the wrong address for the receiving JARVIS Tokens, or provides an address that is not ERC-20 compatible, may result in the loss of your JARVIS Tokens.
- 5.2 **Risk of Ability to Transact or Resell:** You may be unable to sell or otherwise transact in JARVIS Tokens at any time, or for the price you paid. By purchasing JARVIS Tokens, you acknowledge, understand and agree that: (b) there is no guarantee or representation of liquidity for the JARVIS Tokens; and (c) we and the JARVIS Parties are not and shall not be responsible for or liable for the market value of JARVIS Tokens, the transferability and/or liquidity of JARVIS Tokens and/or the availability of any market for JARVIS Tokens through third parties or otherwise.
- 5.3 **Risks Associated with Markets for JARVIS Tokens:** If secondary trading of JARVIS 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 JARVIS Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

- 5.4 **Risk of Uninsured Losses:** Unlike bank accounts or accounts at some other financial institutions, JARVIS 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 us, to offer recourse to you.
- 5.5 **Risks Arising from Taxation:** The tax characterization of JARVIS Tokens is uncertain. You must seek your own tax advice in connection with purchasing JARVIS Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.
- 5.6 **Risks Arising from Lack of Governance Rights:** As JARVIS Tokens confer no governance rights of any kind with respect to us or the JARVIS platform, all decisions involving our products or services within the platform or the Company itself will be made by us at our sole discretion. These decisions could adversely affect the platform and the utility of any JARVIS Tokens you own, including their utility for obtaining services.
- 5.7 **Project Completion:** The development of the project, in part or in whole, may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 5.8 **Unanticipated Risks:** Cryptographic tokens such as JARVIS Tokens are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with your purchase, possession and use of JARVIS Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in these Terms.

6. **DISCLAIMER OF WARRANTIES**

- 6.1 You expressly agree that you are purchasing JARVIS Tokens at your sole risk and that JARVIS Tokens are 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 JARVIS Team warrants that the process for purchasing JARVIS Tokens will be uninterrupted or error-free or that the JARVIS Tokens are reliable and error-free.
- 6.2 We further expressly disclaim all representations and warranties, express, implied or statutory, and any responsibility or liability of any kind arising directly or indirectly from: (i) any information contained in these terms, (ii) any error, omission or inaccuracy in these terms; or (iii) any resulting action that may be brought.

7. **LIMITATION OF LIABILITY; INDEMNIFICATION**

- 7.1 You acknowledge and agree 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, JARVIS Tokens; or (ii) the JARVIS 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 JARVIS 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 JARVIS Tokens, or arising out of any interaction with the smart contract implemented in relation to JARVIS Tokens. You further specifically acknowledge that the JARVIS Team is not liable for the conduct of third parties, including other purchasers of JARVIS Tokens, and that the risk of purchasing and using JARVIS Tokens rests entirely with you. To the extent permissible under applicable laws, under no

circumstances will any of the JARVIS Team be liable to you for more than the amount you have paid to us for the purchase of JARVIS Tokens.

- 7.2 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless, and reimburse the JARVIS Team from and against any and all claims, demands, actions, damages, losses, proceedings, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of JARVIS Tokens; (ii) your responsibilities or obligations under these Terms; (iii) your breach or violation of these Terms; (iv) any inaccuracy in any of your representation or warranty; or (v) your violation of any rights of any other person or entity.
- 7.3 We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 7. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us.
- 7.4 **Force Majeure:** You understand and agree that JARVIS shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, including changes to any blockchain-related protocol, and any other similar unforeseen event that renders performance commercially implausible.

8. GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1 **Governing Law:** The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with English law.
- 8.2 **Arbitration:** Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination ("Dispute"), shall be referred to and finally resolved by arbitration under the LCIA Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English. The arbitration award shall be final and binding on the Parties ("Binding Arbitration"). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Either Party will each pay their respective attorneys' fees and expenses.
- 8.3 Any Dispute is personal to you and us and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

9. GENERAL

- 9.1 **Assignment:** You shall not assign these Terms without our prior written consent. Any assignment or transfer in violation of this Section 9.1 will be void. We may assign these Terms to an affiliate. Subject to the foregoing, these Terms, and the rights and obligations of the Parties

hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

- 9.2 **Entire Agreement:** These Terms set forth the entire understanding between you and us with respect to the purchase and sale of JARVIS Tokens. For facts relating to the sale and purchase, you agree to rely only on the Terms in determining purchase decisions and understand that the Terms govern the sale of JARVIS Tokens and supersede any public statements about the JARVIS Token sale made by third parties or by the JARVIS Team or individuals associated with any of the JARVIS Team, past and present and during the JARVIS Token sale.
- 9.3 **Severability:** You and we 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.
- 9.4 **No Waiver:** Our failure to require or enforce your strict performance of any provision of these Terms or our failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance. Our express waiver 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 JARVIS Team shall be deemed a modification of these Terms nor be legally binding.
- 9.5 **Updates to the Terms:** We reserve the right, at our 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 JARVIS website. You will be deemed to have accepted such changes by purchasing JARVIS Tokens. The Terms may not be otherwise amended except by express consent of both you and us.
- 9.6 **No Partnership; No Agency; No Third Party Beneficiaries:** Nothing in these Terms and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in these Terms and no action taken by the Parties pursuant to these Terms shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to these Terms, any authority or power to bind or to contract in the name of the other Party. These Terms does not create any third party beneficiary rights in any person.
- 9.7 **Language:** Currently, only English versions of any JARVIS's communications are considered official. In particular, the English version of these Terms shall prevail in case of differences in translation.