

SWACE

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You should only purchase SWACE if you have significant experience with, and understanding of, the usage and intricacies of cryptographic digital assets and blockchain based software systems. purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic digital assets. Neither Swace Foundation Ltd. nor its affiliates will be responsible for lost cryptocurrency, such as BTC, ETH, or other, resulting from actions taken by, or omitted by you. If you do not have such experience or expertise, then you should not purchase SWACE or participate in the sale of SWACE.

TERMS AND CONDITIONS OF TOKEN SALE

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE CAREFULLY. IF YOU DO NOT AGREE TO OR UNDERSTAND THESE TERMS AND CONDITIONS OF TOKEN SALE (OR ANY PART THEREOF), PLEASE DO NOT PURCHASE SWACE. BY USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS IN THESE TERMS AND CONDITIONS.

YOU ACKNOWLEDGE AND AGREE THAT (I) SALE OF SWACE UNDER THESE TERMS AND CONDITIONS SHALL TAKE EFFECT BETWEEN YOU AS A PURCHASER AND SWACE FOUNDATION AS A SELLER, (II) ANY EXCHANGE SHALL BE, OR DEEMED TO BE, NEITHER A PARTY, AGENT OR BROKER IN THE SALE OF SWACE, NOR INVOLVED IN THE SALE OF SWACE AS ANY CAPACITY, EXCEPT THAT EXCHANGE PROVIDES A PLATFORM FOR THE SALE OF SWACE IN A SUPPORTIVE SERVICE PROVIDING CAPACITY ONLY AND (III) EXCHANGE WILL HAVE NO LEGAL AND FINANCIAL LIABILITIES TOWARDS YOU, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO THE SALE OF SWACE BY ANY MEASURE.

Your purchase of SWACE from Swace Foundation Ltd., a company incorporated in Lithuania ("**Company**", "**we**", "**us**" or "**our**") is subject to these Terms and Conditions of Token Sale ("**Terms**"). Each of you and Company is a "**Party**," and together the "**Parties**." By purchasing SWACE from us and/or using SWACE in connection with the Service (as defined below), you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at hello@swaceapp.com

THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Terms, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and Company agree as follows:

WHEREAS

The Company intends to issue and sell **SWACE**, blockchain tokens as more particularly described in the Whitepaper (the "**Whitepaper**") available at <https://www.swace.io/> (the "**Website**").

1. You wish to purchase from Company a specific number of SWACE as part of its initial exchange offering of SWACE at available Exchange.
2. This Terms set out the terms and conditions upon which the Company will issue and sell SWACE to you.

this Terms

1. DEFINITIONS

1. Unless the context requires otherwise, the following terms shall have the ascribed meanings in this Terms:

Blockchain Tokens means digital cryptographic tokens, typically virtual currency (also known as

cryptocurrency), that are implemented on a Blockchain.

Exchange Price means a US\$ price of Bitcoin (“**BTC**”), Ethereum (“**ETH**”), Ripple (“**XRP**”), Tether (“**USDT**”) or ProBit Token (“**PROB**”) as determined and updated as follows for the purpose and the sale of SWACE:

- (a) BTC, ETH and XRP: US\$ price as published by CoinMarketCap on <https://coinmarketcap.com> at 8:00 am each day (Seoul time);
- (b) USDT: US\$ 1 per USDT; and
- (c) PROB: the previous 10 minute volume weighted average price of PROB at ProBit Korea Exchange (www.probit.kr) calculated every one (1) minute and converted into US\$ price based on the most recent basic rate of exchange of US\$ as adopted by ProBit Exchange.

Exchange means an exchange for Blockchain Tokens

Service Terms and Policies shall have the meaning ascribed to it in Section 3.6.

Service means a blockchain-based social gaming platform where users gain rewards for engaging with brands that has a website at <https://www.swace.io/> and will be operated by the Company as more particularly described in the Whitepaper.

USD and the symbol **US\$** mean the lawful currency for the time being of The United States of America.

2. In this Terms:

- (a) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) unless the context otherwise requires, words in the singular include the plural and the plural include the singular;
- (d) clause and paragraph headings shall not affect the interpretation of this Terms;
- (e) references to clauses are to the clauses of this Terms and references to paragraphs are to paragraphs of this Terms; and
- (f) a reference to this Terms or to any other agreement or document referred to in this Terms is a reference to this Terms or such other agreement or document as varied or novated in accordance with its terms from time to time.

2. TERMS OF TOKEN PURCHASE

1. Subject to this Terms, the Company shall issue to you and you shall purchase from the Company, a specific number of SWACE at a purchase price of sale price in US\$ per one (1) SWACE.
2. You shall pay the purchase price for SWACE by transfer to the Company of BTCs, ETHs, XRPs, USDTs or PROBs, which is equal to the result of dividing the aggregate US\$ purchase price of SWACE by the applicable Exchange Price.
3. You will receive bonus SWACE which is equal to the sum of (i) base bonus rate of total SWACE that you shall purchase under this Terms and (ii) extra bonus rate of SWACE that you shall purchase by transfer to the Company of PROBs under this Terms,
4. SWACE (including bonus SWACE) purchased by you under these Terms shall be distributed to the account at Exchange that you have registered and used for the purchase of SWACE under these Terms. Time schedule of SWACE distribution shall be disclosed during sale period of SWACE at Exchange.

5. SWACE that you shall purchase and bonus SWACE granted to you under these Terms shall be subject to lock-up for certain period, as disclosed during sale period of SWACE at Exchange.

3. **SWACE**

1. Ownership of SWACE carries no rights, express or implied, other than the right to use SWACE as a utility token as disclosed in the website of Service. In particular, you understand and accept that SWACE does not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue, dividends, shares, intellectual property rights or any other form of participation or governance in or relating to the Service and/or the Company. SWACE should not be acquired for speculative or investment purposes with the expectation of making a profit on resale.

2. You understand and accept that SWACE:

- (a) is not a loan to the Company;
- (b) does not provide you with any ownership or other interest in the Company;
- (c) is not intended to be a representation of currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument or any other kind of financial instrument or investment;
- (d) is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
- (e) is not any note, debenture, warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any person; and
- (f) is not an offer or solicitation in relation to gaming, gambling, betting, lotteries and/or similar services and products.

3. Protections offered by applicable law in relation to the purchase and offering of the aforementioned financial instruments and/or investments do not apply to the sale and purchase of SWACE and neither this Terms nor the Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction.

4. Given that SWACE is designed only for the particular uses with respect to SWACE Protocol, it is not necessarily merchantable and does not necessarily have any other use or value. SWACE is designed and sold as a useable virtual goods, without any specific outlook or expectation on its merchantability or market price.

5. You acknowledge and agree that the Company is under no obligation to issue replacement SWACE in the event any SWACE or private key is lost, stolen, malfunctioning, destroyed or otherwise inaccessible or unusable for any reason.

6. Any potential future use of SWACE in connection with providing or receiving services on Service will be governed primarily by other applicable term and policies (collectively, the "**Service Terms and Policies**"), which will be made available on the Service and/or the Website. The Company may add new terms or policies to the Service Terms and Policies in our sole and absolute discretion, and may update each of the Service Terms and Policies from time to time according to modification procedures set forth therein. In the event of any conflict between this Terms and the Service Terms and Policies, the Service Terms and Policies shall take precedence. It shall be your responsibility to regularly check the Service and Website for any such notices.

4. **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

You acknowledge and agree that there are risks associated with purchasing SWACE, holding SWACE, and using SWACE for providing or receiving services on Service. By purchasing SWACE, you expressly agree to fully and completely understand, acknowledge, accept and assume these risks.

5. CANCELLATION; REFUNDS; REFUSAL OF PURCHASE REQUESTS

Your purchase of SWACE from us is final, and there are no refunds or cancellations except (i) as may be required by applicable law or regulation, or (ii) as otherwise determined by us in our sole discretion prior to the completion of the distribution of SWACE. We reserve the right to refuse or cancel SWACE purchase requests at any time in our sole discretion.

6. COMPANY REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants to you that:

- (a) The Company is a company duly organized, validly existing and in good standing under the laws of Singapore and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- (b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to you, has been duly authorized by all necessary actions on the part of the Company.
- (c) This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- (d) To the knowledge of the Company, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- (e) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- (f) To the knowledge of the Company, no consents or approvals are required in connection with the performance of this instrument.
- (g) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others.

7. PURCHASER REPRESENTATIONS AND WARRANTIES

7. You hereby represent and warrant to the Company that:

- (a) You have read and understood all the terms of this Terms (including all Schedules) and the Whitepaper.
- (b) You acknowledge and consent that the Whitepaper may change during the time leading up to the date of distribution of SWACE to you hereunder, and you accept the obligation to promptly read new versions of the Whitepaper, which will be made available via the Website.
- (c) You have good and sufficient experience and understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, blockchain-like technology and blockchain-based software systems to understand this Terms and to appreciate the risks and implications of purchasing SWACE.
- (d) If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase SWACE, accept this Terms and enter into a binding agreement

- with the Company. If you are a legal person, you are duly organised, validly existing and in good standing under the laws of your domicile and each jurisdiction where you conduct business or where your assets are located.
- (e) You have obtained sufficient information about SWACE to make an informed decision to purchase SWACE. Additionally, you are aware of the Company's business affairs and financial condition and has obtained sufficient information about the Company to reach an informed decision to purchase SWACE.
 - (f) You understand that SWACE confers only the right to provide and receive services via Service and confers no other rights of any form with respect to Service or the Company, including, but not limited to, any distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
 - (g) You are purchasing SWACE to participate in Service. You are not purchasing SWACE for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.
 - (h) Your purchase of SWACE complies with applicable law and regulation in your jurisdiction, and the law and regulation of any jurisdiction to which you may be subject, including, but not limited to: (i) legal capacity and any other threshold requirements for purchasing SWACE, using SWACE in Service, and entering into contracts with the Company; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained.
 - (i) Your purchase of SWACE shall be made in full compliance with any applicable tax obligations to which you may be subject in any relevant jurisdiction. You understand that you bear the sole responsibility to determine if your use of Service, the transfer of any cryptocurrency to the Company, the creation, ownership or use of SWACE, the potential appreciation or depreciation in the value of SWACE over time, the sale and purchase of SWACE and/or any other action or transaction related to the Company or Service have tax implications; by creating, holding or using SWACE, and to the extent permitted by law, you agree not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with or arising from the creation, ownership or use of SWACE or any other action or transaction related to the Company or Service.
 - (j) You are not a citizen, resident (tax or otherwise), or domiciliary and/or green card holder or other similar certificate of residency of a country (A) where participation in token sales is prohibited by applicable law, decree, regulation, treaty, or administrative act, or (B) where it is likely that the sale of SWACE would be construed as the sale of a security (howsoever named), financial service or investment product, nor are you purchasing SWACE from any Restricted Country, nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Country, nor are you purchasing SWACE on behalf of any person or entity from a Restricted Country.
 - (k) You are not a citizen or resident of a geographic area in which access to or participation in Service is prohibited by applicable law, decree, regulation, treaty, or administrative act.
 - (l) The execution, delivery and performance of this Terms will not result in any violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice: (i) any provision of your constitutional documents (if applicable), (ii) any provision of any judgment, decree or order, or any agreement, obligation, duty or commitment to which you are a party, or by which you are bound, or to which any of its material assets are subject, (iii) any laws, regulations or rules applicable to you, (iv) any foreign exchange or regulatory restrictions applicable to such purchase, or (v) any governmental or other consents that may need to be obtained.
 - (m) The contributions made to purchase SWACE are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you will not use SWACE to finance, engage in, or otherwise support any unlawful activities. To the extent required by applicable laws and regulations, you shall fully comply with all anti-money laundering and counter-terrorism financing requirements in all relevant jurisdictions.
 - (n) All contributions made to purchase SWACE will be made only in your name, from a digital wallet or bank account (as the case may be) not connected to nor located in a

country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force or any similar legislation.

- (o) Neither you (or any of your subsidiaries, any director or officer, or any employee, agent, or affiliate as the case may be) nor any person having a direct or indirect beneficial interest in you or SWACE being acquired by you, or any person for whom you are acting as agent or nominee in connection with SWACE, (i) is the subject of any sanctions administered or enforced by any country or government or international authority, including the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore (collectively, "**Sanctions**"), or (ii) is located, organised, citizen or resident in a country or territory that is, or whose government is, the subject of Sanctions, or (iii) is a citizen or resident of, or located in, a geographic area or country designated as "High-risk and other monitored jurisdictions" (or such other similar classification) by the Financial Action Task Force, or (iv) a Politically Exposed Person (defined as a current or former senior official in the executive, legislative, administrative, military, or judicial branch of a government (elected or not), a senior official of a major political party, a senior executive of a government owned commercial enterprise, and/or being a corporation, business or other entity formed by or for the benefit of any such individual, any individual publicly known (or actually known by the relevant financial institution) to be a close personal or professional associate, or an immediate family member of such individual, meaning spouse, parents, siblings, children, and spouse's parents or siblings).
- (p) You are not purchasing SWACE with a view to immediate sale or in connection with any distribution, in whole or in part. You will not, directly or indirectly, transfer SWACE except in accordance with the applicable laws and the provisions hereof. You understand that you must bear the economic risk of purchase of SWACE for an indefinite period of time. You understand that to the extent SWACE is security under the laws of any jurisdiction in which SWACE is to be traded or the subject of transfers, such trades or transfers of SWACE may be restricted by such laws, and that no market exists or is expected to develop for SWACE.
- (q) you acknowledge and agree that (i) sale of SWACE under these Terms shall take effect between you and the Company, (ii) Exchange shall neither be a party, agent or broker in the sale of SWACE nor be involved in the sale of SWACE as any capacity, except that Exchange provides a platform for the sale of SWACE in a supportive service providing capacity only and (iii) Exchange will have no legal and financial liabilities towards you, including without limitation with respect to the sale of SWACE by any measure.

- 2. You hereby acknowledge that the Parties have entered into these Terms in reliance upon your representations and warranties being true, accurate, complete and non-misleading.

8. **DISCLAIMERS**

To the fullest extent permitted by applicable law and except as otherwise specified in writing by the Company, (a) SWACE is sold on an "as is" and "as available" basis, without any warranties or representations of any kind, and the Company expressly disclaims all implied warranties as to SWACE, including, without limitation, implied warranties of merchantability, usage, suitability or fitness for a particular purpose, title, and non-infringement, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent; (b) the Company cannot and do not represent or warrant that SWACE is reliable, current or error-free, meets your expectations or requirements, or that defects in SWACE will be corrected; and (c) the Company cannot and do not represent or warrant that SWACE or the delivery mechanism for SWACE is free of viruses or other harmful components.

9.

10. CONFIDENTIALITY

The Parties shall keep confidential, unless compelled to disclose by judicial or administrative process or by other requirements of law, all documents and information concerning the transactions contemplated by this Terms (including without limitation all commercial information such as sale price, number of tokens sold, discount (if any), as well as schedule for delivery of tokens)

11. MISCELLANEOUS

3. This Terms sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between the Parties. Any provision of this instrument may be amended, waived or modified only upon the written agreement between the Parties.
4. Any notice required or permitted by this Terms will be deemed sufficient when sent by email to the email address of your registered account at Exchange or published at Website.
5. Neither this Terms nor the rights contained herein may be assigned, by operation of law or otherwise, by either Party without the prior written consent of the other.
6. In the event any one or more of the provisions of this Terms is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Terms operate or would prospectively operate to invalidate this Terms, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Terms and the remaining provisions of this Terms will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.
7. All rights and obligations hereunder will be governed by the laws of Republic of Korea, without regard to the conflicts of law provisions of such jurisdiction. Any dispute between the Parties arising out of or relating to these Terms or its subject matter shall be resolved in the courts of Republic of Korea.

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