

VSS Token Sales Terms and Conditions

The Terms and Conditions (the “T&C”) apply to the buyer of the TheVAULT token (“VSS”) and future user of the TheVAULT platform. You should carefully read the T&C, as well as the white paper of the TheVAULT project before participating to the crowdsale.

APPLICABILITY

1. The following T&C constitute the agreement (the “Agreement”) between **TheVault Ltd.** (hereinafter “TheVAULT” or the “Company”), A Singapore registered company **201819091D**, and you (the “User”) with respect to the use to the purchase of the VSS and the future services offered through the TheVAULT platform. By using our services, you are agreeing to be bound by the T&C in its latest version. You are aware that TheVAULT may change this T&C at any time. Your continued use of the TheVAULT Platform means that you accept any new or modified terms.

SERVICES

1. TheVAULT is an Artificial Intelligence-Powered, Decentralised Fraud Detection Security Platform to eliminate cyber crime and provide security protection for everyone involved crypto currency trading and payments, from the exchange and payment providers to investors and end users. TheVAULT Ecosystem will bring security you can trust to the crypto currency sector.

2. TheVAULT is a Consortium of Nodes (Authorised Operators) on a Consensus Network to deliver local, regional and International approval to trades and transactions and eliminate cyber criminals from accessing crypto currency networks.

3. TheVAULT is a security blanket where every VAULT partner, exchange, wallet provider or ICO token issuer is provided with software to protect their server side operations, the external desktop and mobile applications and protect every customer’s device that uses their services. TheVAULT plugs the security gaps for both service providers and their end user customers.

THEVAULT TOKEN

3. VSS functions as means of payment on the TheVAULT platform, which will allow future Users to make use of TheVAULT platform services. Through the token sale, the future user acquires the future rights to use the TheVAULT platform to protect their trades and transactions.

4. VSS does not have the legal qualification as a security, since it does not give any rights on dividends or interest. VSS is non-refundable. VSS is not a share and does not give any right to participate in the general meetings of TheVAULT. VSS will not have a particular value outside the TheVAULT platform. The purchasing of VSS tokens can therefore not be done for speculative usage.

5. VSS can be purchased during the crowdsale directly from the Company or after the crowdsale at the Company or via authorized banks, funds or exchanges.

6. Any future User purchasing VSS expressly acknowledges and represents that she/he has carefully reviewed the T&C and fully understands the risks, costs and benefits associated with

the Purchase of this token as indicated in the T&C.

KNOWLEDGE REQUIRED

7. A future User undertaking to purchase VSS in relation to the token sale 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 token sale as well as the mechanism related to the use of cryptocurrencies (including storage).

8. TheVAULT shall not be responsible for any loss of VSS institutions or individuals or situations making it impossible to access VSS tokens, which may result in any actions or omissions of the future User or any person undertaking to acquire VSS.

RISKS

9. Acquiring VSS involves various risks, in particular that TheVAULT may not be able to successfully develop its platform. Therefore, and prior to acquiring VSS, any future user should carefully consider the risks, costs, and benefits of acquiring VSS within the crowdsale, 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 crowdsale (including the risks related to the non-development of TheVAULT network and operations) or any other risks as indicated in the T&C, should not acquire VSS, at this stage or later.

DISCLAIMERS

10. You understand and acknowledge that TheVAULT Token (VSS), blockchain-based technologies, Ethereum, and other associated and related technologies are not exclusively controlled by the Company and adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Company's performance under these Terms and/or the Accompanying Documents. As such, the purchase of TheVAULT Token (VSS) carries with it a number of risks. Prior to purchasing TheVAULT Token (VSS), you should carefully consider the risks listed herein. If any of the following risks are unacceptable to You, You should not purchase TheVAULT Token (VSS). By purchasing TheVAULT Token (VSS), and to the extent permitted by applicable law, You are agreeing not to hold the Company or any Affiliates liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of TheVAULT Token (VSS), including losses associated with the risks set forth herein.

11. By using the Platform, the User represents/warrants and accepts that:

i. It is possible that due to a number of reasons outside of the Company's control, including but not limited to, changes in regulatory or intellectual property law, technological advancements, decreases in token or Cryptocurrency utility, social or economic reforms, the failure of commercial relationships, or the malfunction, breakdown or abandonment of the Ethereum Protocol, TheVAULT Token(VSS), Blockchain-based technology, Bitcoin, Ethereum and other related technologies may dissolve, disappear, be abandoned or otherwise no longer operate, or operate with material impairments.

ii. The regulatory landscape with respect to Cryptocurrencies and cryptographic tokens is evolving. There may be uncertainty in the regulatory treatment of TheVAULT Token (VSS) in jurisdictions where the TheVAULT Pre-Sale and Token Sale is conducted. There may be restrictions on the sale and purchase of Cryptocurrencies in certain jurisdictions, including

outright prohibition or a requirement that the sale or purchase must take place on a regulated exchange or trading venue. There is, therefore, a risk that purchasers of the TheVAULT Token (VSS) cannot access a regulated exchange or trading venue in their jurisdiction, or any other jurisdiction, and may, therefore, find it difficult to sell the TheVAULT Token (VSS).

iii. Any cryptocurrency that possess value in public markets, such as BTC or ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. A purchaser of TheVAULT Token (VSS) should be prepared to expect similar fluctuations, both down and up, in the price of TheVAULT Token (VSS) denominated in respective cryptocurrency (BTC or ETH). Such fluctuations are due to market forces and represent changes in the balance of supply and demand. The Company cannot and does not guarantee market liquidity for TheVAULT Token (VSS). By purchasing TheVAULT Token (VSS), You expressly acknowledge and represent that You fully understand that they may experience volatility in pricing and will not seek to hold the Company liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to, the sale of TheVAULT Token (VSS).

iv. Any and all purchases of TheVAULT Token (VSS) are final and non-refundable. By purchasing the TheVAULT Token (VSS), the User acknowledges that neither Company nor any other of its affiliates are required to provide a refund for any reason, and that the User will not receive money or other compensation for any TheVAULT Token (VSS) that are not used or remains unused for any reason.

v. If You proceed to purchase any TheVAULT Token (VSS) and the product fails to be suitable for the special or particular purpose as intended by You, Company or its Affiliates will not be liable to You for such unsuitability (including but not limited to accepting the return of, or refunding to You the purchase price of the respective TheVAULT Token (VSS)).

vi. It is possible that the Platform will not be used by a large number of individuals, and other entities and that there will be limited public interest in the mentioned project and dissemination of equity. Such a lack of interest could impact further development of the Platform and potential use of it. Therefore, the success of the mentioned project cannot be predicted.

vii. The User recognizes that the Platform is currently under development and may undergo particular changes in the future. The User acknowledges that any expectations regarding the form and functionality of the Platform held by the User may not be met upon release of the mentioned project, for any number of reasons including a change in the design and implementation plans and execution of the implementation of the Platform.

viii. By holding TheVAULT Token (VSS), the User acknowledges that he (she) understands that while every effort will be made to develop and launch the Platform, it is possible that it will never be realized due to the aforementioned reasons.

ix. There may be additional risks that cannot be anticipated or foreseen due to cryptographic token technology, Blockchain-based technology, Bitcoin, Ethereum and related technologies.

12. The Company and Platform development team do not support any unfair or fraudulent practices and confirm their intention to further develop and elaborate the Company's project. However, there are some risks, associated with cryptocurrency and digital tokens market, the User understands and accepts that while the Platform development team will make reasonable best efforts to maintain the mentioned project.

13. Company or its Affiliates make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of any services, online cryptocurrency services, assets or platforms and/or the information, images or audio contained or related to the Website. You use all of the mentioned at your own risk.

14. We will deploy the highest levels of security to exclude any viruses or defects from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties, defects will be corrected and accordingly no liability is accepted for defects and viruses. We are not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt. Security measures have been implemented to ensure the safety and integrity of any of the services related to the TheVAULT Pre-Sale and Token Sale. However, despite this, information that is transmitted over the internet or Blockchain may be susceptible to unlawful access and monitoring.

15. The Company and/or Platform development team or any of its Affiliates is not a financial institution and is currently not under supervision of any financial supervisory authority. We do not provide any licensed financial services, such as investment services, fund management or investment advice. TheVAULT Pre-Sale and Token Sale are not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and the Website is not, does not offer and shall not be construed as investment or financial product.

16. The marketing and sale of the TheVAULT Token (VSS) is being made in the permitted jurisdictions on the basis that the TheVAULT Token (VSS) do not constitute a security, financial instrument or otherwise regulated investment in those jurisdictions such that the prospectus or other disclosure requirements and other investor safeguards that would apply to a securities offering will not apply to the issuance and sale of the TheVAULT Token (VSS) in the permitted jurisdictions. In addition, TheVAULT Token (VSS) is not regulated in the permitted jurisdictions and is not required to be registered with, or licensed or authorized by, relevant authorities in the permitted jurisdictions.

17. The Company and/or Platform development team or any of its Affiliates is not a stock or any other investment instruments exchange. TheVAULT Token (VSS) is not securities and shall not in any case be considered as such, and the offers of TheVAULT Token (VSS) have not been registered with any government entity. TheVAULT Token (VSS) do not represent any share, stake, debt or security or equivalent rights, including, but not limited to, any right to receive future revenue or profit shares or intellectual property rights of Company, or any voting or governance rights or any other right to influence the development or operation of Company, and do not represent any ownership right of Company.

LIMITATIONS OF LIABILITY

18. The TheVAULT Token (VSS) is provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to your use of the Website and buying of any amount of TheVAULT Token (VSS) and their use.

19. The User hereby expressly understands and agrees that:

i. To the maximum extent permitted by the applicable Law, the Company or its Affiliates do not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, this Website or the material, information, software, facilities, services or content on this website, from buying of the TheVAULT Token (VSS) or their use by the User, regardless of the basis, upon which the liability is claimed;

ii. The Company and any of its Affiliates shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the TheVAULT Token (VSS) or cryptocurrency;

iii. The Company shall not provide to the User any refund possibility (payout liquidity) for the purchased TheVAULT Token (VSS);

iv. The Company shall not guarantee in any way that the TheVAULT Token (VSS) might be sold or transferred during or after the TheVAULT Pre-Sale and Token Sale;

v. It is User's obligation to ensure compliance with any legislation relevant to his/her country of residency concerning buying of the TheVAULT Token (VSS);

vi. The Company does not accept any liability for any illegal or unauthorized use and buying of the TheVAULT Token (VSS);

vii. The User is solely responsible for any applicable taxes imposed on tokens purchased hereunder;

viii. The Company does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components;

ix. The Company shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

20. TheVAULT will do its best to launch its operations and develop the TheVAULT platform. Any person undertaking to acquire VSS acknowledges and understands that TheVAULT does not provide any guarantee that it will manage to establish an operational platform and therefore it cannot guarantee that the VSS can be used to purchase goods or services on the platform. They acknowledge and understand therefore that TheVAULT (including its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use VSS, except in the case of intentional misconduct or gross negligence.

REPRESENTATION AND WARRANTIES

21. By participating in the crowdsale, the User agrees to the T&C and in particular, they represent and warrant that they:

- i. Are authorized and have full power to purchase VSS according to the laws that apply in their jurisdiction of domicile;
- ii. Live in a jurisdiction which allows TheVAULT to sell TheVAULT tokens through a crowdsale without requiring any local authorisation;
- iii. 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;
- iv. Are not U.S. citizens, resident or entity (a “U.S. Person”) nor are they purchasing TheVAULT Tokens or signing on behalf of a U.S. Person.
- v. Are not acting for the purpose of speculative investment;
- vi. Will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- vii. Are solely responsible for determining whether the acquisition of VSS is appropriate for them;
- viii. Are acquiring VSS for future use of TheVAULT platform;
- ix. Understand the risks associated with the crowdsale (including the risks related to the non-development of TheVAULT network and operations); and
- x. Understand the use of cryptocurrencies and the associated risks.

MISCELLANEOUS

23. **Entire Agreement** . These Terms is intended to fully reflect the terms of the original agreement between the parties. No provision of these Terms shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in these Terms, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms will not in any way affect, limit, or waive a Party’s rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof. Delegate its duties under these Terms and all Accompanying Documents. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the Company, which the latter may withhold at its sole discretion, shall be void.

24. **Severability** . If any term, provision, covenant or restriction of these Terms and all Accompanying Documents is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

25. **Electronic Notices** .The User agrees and consents to receive electronically all communications, agreements, documents, receipts, notices and disclosures that the Company provides in connection with use of the Website. The User agrees that the Company may provide these communications by posting them via the Website, by emailing them to User at the email address User provides.

26. **MAS Guidelines on AML and KYC** . The Company and its Affiliates strictly follow Monetary Authority of Singapore Guidelines on AML (Anti-Money Laundering), KYC (Know Your Customer) and other banking or government policies and regulations in respective jurisdictions. Each and any User fully agrees to assist the Company in fulfilment of the mentioned regulations and provide any necessary information if such is required from the User by the authorized authority. Please see our Privacy Policy <https://www.theVAULT.foundation/TheVault-Foundation-Privacy-Policy.pdf> and for the information regarding how we collect and use information. These documents are part of these Terms, so please make sure that you read it.

27. **Headings** . Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in the agreement shall survive any termination or expiration of these Terms.

CONTACT

28. If you have any questions regarding the use of the Website or regarding these Terms, you should send us an e-mail at support@theVAULT.foundation

INTELLECTUAL PROPERTY RIGHTS

29. To the extent that copyright or other intellectual property rights exist in the TheVAULT platform, such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to TheVAULT Ltd.