**AIGANG - TERMS AND CONDITIONS OF TOKEN SALE**

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS

Your purchase of AIX tokens (the **AIX** **Tokens**) from [Issuer] (the **Issuer,** **we**, or **us**) is subject to these Terms and Conditions (the **Terms**). Each of you and the Issuer is a “Party,” and together the “Parties.” Please read the below terms and conditions carefully before registering, accessing, browsing, downloading and/or using the Website (as defined below). By accessing or using the Website or purchasing the AIX Tokens, you agree to be bound by these Terms (and all terms incorporated by reference).

Before agreeing to the Terms, you must read this document in full. If at any time you do not agree to these terms and conditions or do not wish to be bound by these terms and conditions, you may not access or use the Website and shall not be entitle to purchase AIX Tokens.

1. **PURPOSE AND USAGE OF TOKENS**

The purpose of the AIX Tokens is to facilitate the participation in our insurance prediction markets (the **PM**) through the platform created and released by the Issuer and/or its service providers which allow users to make predictions and to obtain Tokens for successful predictions (the **Platform**). Specifically, Tokens provide the infrastructure for PM through Issuer’s website at <https://aigang.network/> (the **Website**), allowing the crowdsourcing of intelligence, interaction between participants, submission of proposals for product development. The ownership of Tokens carries no rights, express or implied, in the Issuer other than the right to use Tokens as a means to enable usage of and interaction with the Platform, upon the successful development and deployment of the Platform.

In particular, you understand and accept that AIX Tokens:

1. do not represent or confer on you any right of any form with respect to the Issuer or its revenues or assets, including without limitation any right to receive future revenue, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the Platform, the Issuer and/or its service providers,
2. are not a loan to the Issuer;
3. do not provide you with any ownership or other interest in the Issuer;
4. are not intended to be a security, commodity or any other kind of financial instrument, nor is there any expectation of profit; and
5. is subject to limitations and conditions in these Terms and all applicable policies as may be published from time to time on the Platform.
6. **SCOPE OF TERMS**

Unless otherwise stated herein, your purchase of Tokens from us is governed solely by these Terms. New terms or policies may be published from time to time on the Platform at our sole discretion. You are advised to print or download and keep a copy of these Terms for future reference. To the extent of any conflict with these Terms, the policies may be published from time to time on the Platform shall prevail with respect to any issues relating to the use of Tokens in connection with the PM on the Platform.

1. **CANCELLATION AND REFUSAL AT ISSUER'S DISCRETION**

Your purchase of AIX Tokens from the Issuer is final, and you waive any rights to be refunded any amounts which you have paid to us in exchange for AIX Tokens or to cancel any purchase of AIX Tokens. We reserve the right to refuse or cancel Token purchase requests (without giving reasons) at any time in our sole discretion.

1. **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

You acknowledge and agree that there are various risks associated with purchasing Tokens, holding Tokens, and using Tokens for participation in the PM on the Platform. If you have any queries or require any clarification regarding these risks, please contact us at [*Aigang contact email address*].

YOU CLEARLY UNDERSTAND THAT BLOCKCHAIN AND VIRTUAL CURRENCIES / TOKENS, INCLUDING WITHOUT LIMITATION ETHEREUM, BITCOIN AND THE AIX TOKEN, ARE NEW AND UNVERIFIED TECHNOLOGIES THAT ARE BEYOND CONTROL OF THE ISSUER. IN PARTICULAR, AND IN ADDITION TO TERMS OF THIS DOCUMENT, YOU BEAR FULL RESPONSIBILITY FOR ANY RISKS DESIGNATED IN THE PROPOSED DOCUMENTATION. BY PURCHASING TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISKS:

1. Security

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens you purchase from us, including any requisite passwords, tokens, private key(s) or other credentials necessary to access such storage mechanism(s). If your passwords, tokens, private key(s) or other access credentials are lost, you may lose access to your Tokens. We cannot be responsible for any such losses.

1. Risks associated with the Ethereum Protocol

Given that the AIX Tokens and the PM are based on the Ethereum protocol and architecture, any malfunction, breakdown or abandonment of the Ethereum protocol or architecture may have a material adverse effect on the AIX Tokens and/or the PM. Moreover, advances in cryptography, or technical advances (including without limitation development of quantum computing), could present unknown risks to the AIX Tokens and/or the PM by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

1. Security weaknesses.

Hackers or other malicious groups or organizations may attempt to interfere with the AIX Tokens and/or the PM in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, there is a risk that a third party or a member of the Issuer or Aigang team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the AIX Tokens and/or the PM, which could negatively affect the AIX Tokens and/or the PM.

1. Risks associated with markets for Tokens

The AIX Tokens are intended to be used solely within the network for the PM, hence there may be illiquidity risk with respect to the AIX Tokens you hold. Even if secondary trading of AIX 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 Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

1. Risk of Uninsured Losses

AIX Tokens are uninsured unless you specifically obtain private insurance to insure them. 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.

1. Uncertain Regulations and Enforcement Actions

The regulatory status of the AIX Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is impossible to predict how, when or whether regulatory agencies may apply existing regulations or create new regulations with respect to such technology and its applications, including the AIX Tokens and/or the PM. Regulatory actions could negatively impact the AIX Tokens and/or the PM in various ways. The Isuser may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

1. Taxation risks

The tax characterisation of Tokens is uncertain. You must seek your own tax advice in connection with purchasing Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

1. Competitors

It is possible that alternative networks could be established that utilize the same or similar code and protocol underlying the AIX Tokens and/or the PM and attempt to re-create similar facilities. The PM may be required to compete with these alternative networks, which could negatively impact the AIX Tokens and/or the PM.

1. Insufficient Interest

It is possible that the PM network will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the PM network). Such a lack of use or interest could negatively impact the development of the PM network and therefore the potential utility of the AIX Tokens.

1. Other risks

In addition to the aforementioned risks, there are other risks associated with your purchase, holding and use of Tokens, including those that the Issuer cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the aforementioned risks.

1. **PERSONAL INFORMATION AND KNOW YOUR CLIENT REGULATIONS**

You hereby acknowledge and accept that:

1. The Issuer may be bound to conduct customer identification, due diligence and anti-money laundering due diligence on all purchasers of AIX Tokens in compliance with all applicable laws and legislations. We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with these laws and legislations. You agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation.
2. We may at any point in time request information and/or documentation to establish that our identification records, as well as the information that form your profile, remain completely updated. In this respect, we reserve the right to examine and check on a regular basis the validity and adequacy of your identification data and information we maintain.
3. If at any time we become aware that reliable or adequate data and information are missing from your identity, we reserve the right to take all necessary actions to collect the missing data and information (whether from you or from third parties) so as to update and complete your profile as necessary.
4. You hereby acknowledge and accept that if you fail or refuse to submit, within a reasonable timeframe, the required data and identification information for the updating of your identity and, as a consequence, we are unable to comply with any laws, legislations regulations or directives relating to customer identification requirements, the Issuer will not be able to sell the AIX Tokens and/or continue its relationship with you, and we may be required to submit a report of suspicious transactions/activities to the relevant authorities.
5. **TAXES**

The price that you pay for Tokens is exclusive of all applicable taxes (including without limitation obligations to pay value added, sales, use, withholding taxes, income or similar taxes) (**Taxes**). The onus for determining the Taxes applicable to your purchase and use of Tokens lies solely with you. It is also your responsibility to comply with all relevant tax reporting requirements arising out of or in connection with your purchase of AIX Tokens. We are not responsible for withholding, collecting, reporting, or remitting any Taxes arising from your purchase of Tokens.

1. **REPRESENTATIONS AND WARRANTIES**

By purchasing Tokens, you represent and warrant that:

1. You have read and understand these Terms, and you have all requisite power and authority to execute and deliver these Terms, to participate in the AIX Token Sale, to purchase AIX Tokens, and to carry out and perform your obligations under these terms.
2. If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase AIX Tokens. 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.
3. The execution, delivery and performance of these 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.
4. The execution and delivery of, and performance under, these Terms require no approval or other action from any governmental authority or person.
5. You have a good and sufficient understanding in business and financial matters, including a good and sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of blockchain technology and blockchain-based software systems, cryptographic tokens, and token storage mechanisms (such as token wallets) to understand these Terms and to appreciate the risks and implications of purchasing the AIX Tokens.
6. You have obtained sufficient information about the AIX Tokens to make an informed decision to purchase the AIX Tokens.
7. The funds, including any fiat, virtual currency or cryptocurrency, used to purchase AIX Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you shall not use the AIX Tokens 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 the jurisdiction.
8. 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 the AIX Tokens being acquired by you, or any person for whom you are acting as agent or nominee in connection with AIX Tokens, is the subject of any sanctions administered or enforced by 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 is located, organised, citizen or resident in a country or territory that is, or whose government is, the subject of Sanctions.
9. You are not (i) a citizen or resident of a geographic area in which access to or participation in the PM on the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act (including without limitation the U.S., People’s Republic of China and the Republic of Korea), or (ii) a citizen or resident of, or located in, a geographic area that is subject to Sanctions or (iii) an individual, or an individual employed by or associated with an entity, identified on any Sanctions list (including without limitation the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State’s Debarred Parties List).
10. You are purchasing Tokens to participate in the PM on the Platform and to support the research, design and development of decentralised cryptographic or blockchain solutions to build transparent, free and reliable prediction and insurance markets. You are not purchasing Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.
11. **INTELLECTUAL PROPERTY**

The Issuer retains all right, title and interest in all of the Issuer’s intellectual property, including, without limitation, ideas, inventions, concepts, discoveries, processes, code, software, compositions, formulae, methods, techniques, marks, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You may not use any of the Issuer’s intellectual property for any reason.

1. **INDEMNITY**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Issuer and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, related companies, affiliates, agents, representatives, predecessors, successors and assigns (the **Related Parties**) from and against all claims, demands, actions, damages, losses, costs and expenses (including legal fees on an indemnity basis) arising from or relating to:

1. your purchase or use of AIX Tokens;
2. your responsibilities or obligations under these Terms;
3. your violation of these Terms; or
4. your violation of any rights of any other person or entity.
5. **RELEASE**

To the fullest extent permitted by applicable law, you release the Issuer and the other Related Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

1. **GOVERNING LAW AND VENUE**

These Terms will be governed by and construed and enforced in accordance with the laws of Singapore, without regard to conflict of law rules or principles (whether of Singapore or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms or its subject matter or formation (including non-contractual disputes of claims) will be resolved in the courts of Singapore, and the parties hereby submit to the exclusive jurisdiction of the Singapore courts.

1. **PARTIAL INVALIDITY**

If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

1. **TERMINATION**

The agreement set out in these Terms will terminate upon the completion of all sales of AIX Tokens. The Issuer reserves the right to terminate the agreement set out in these Terms, in its sole discretion, in the event of a breach by you of this Agreement. Upon termination of this Agreement:

1. all of your rights under these Terms immediately terminate;
2. you are not entitled to any refund of any amount paid whatsoever; and
3. Articles 3, 4, 6, 9, 10, 17 and 18 will continue to apply in accordance with their terms.
4. **ENTIRE AGREEMENT**

These Terms, including the documents and material incorporated by reference, constitute the entire agreement between you and the Issuer and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between you and the Issuer with respect to the subject matters. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will as soon as practicable post the amended Terms at the Website. The amended Terms will be effective immediately.

1. **ASSIGNMENT**

You shall under no circumstances be entitled to assign your rights and obligations under these Terms. Your consent is not required for our assignment of our rights and obligations under these Terms.

1. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on our part, any right or remedy under these Terms Documents shall operate as a waiver, of any such right or remedy or constitute an election to affirm these Terms. No election to affirm these Terms on our part shall be effective unless it is in writing. No single or partial exercise of any right or remedy prevents any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law.

1. **DISCLAIMERS**
2. You expressly acknowledge, understand and agree that you are purchasing AIX Tokens at your sole risk and discretion, and that the AIX Tokens are each provided, used and purchased on an “AS IS” and on an “AS AVAILABLE” basis without any representations, warranties, promises or guarantees whatsoever of any kind by the Issuer and the Aigang team. Prior to making any decision to purchase, you shall conduct your own due diligence and rely only on your own examination and investigation thereof.
3. Changes in relevant laws and regulations in any jurisdictions which we are operating shall constitute a force majeure and we will not be responsible for any result arose out of such changes in relevant laws and regulations.
4. We do not make and expressly disclaims all representations and warranties, express, implied or statutory; and with respect to the AIX Tokens, we specifically does not represent and warrant and expressly disclaims any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent.
5. We assume that you have already read this agreement, especially the risks and disclaimer stated herein and hereunder, and you shall automatically be regarded agree to take all risks (including but not limited to the risks stated herein) in relation to purchase AIX Tokens
6. **ISSUER NOT LIABLE**

The AIX Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in these Terms is intended to form the basis for any investment decision, and no specific recommendations are intended. Save in the case of fraud or gross negligence, the Issuer expressly disclaims any and all responsibility for any direct, indirect, special, incidental, consequential or exemplary loss or damage of any kind whatsoever arising directly or indirectly (including without limitation, those relating to loss of revenue, income or profits, loss of use or data, or damages for business interruption) in connection with:

1. reliance on any information contained in these terms;
2. any error, omission or inaccuracy in any such information;
3. any action resulting from such information; or
4. the sale or use of the AIX Tokens.

In no event will the aggregate liability of the Issuer and the related parties (jointly), whether in contract, warranty, tort, or other theory, arising out of or relating to these terms or the use of or inability to use the AIX Tokens, exceed the amount you pay to us for the AIX Tokens.

1. **PARTNERSHIP**

Purchasing Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us.

1. **RIGHTS OF THIRD PARTIES**

Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. A person who is not a party under these Terms has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or to enjoy the benefit of any term of these Terms.

1. **NOTICES**

You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

If you have any questions regarding these Terms, please contact us at [*Aigang contact email address*].