

# Terms and Conditions

The following terms and conditions (these “Terms”) govern the rights of holders of the IdeaFeX Token, the cryptographic tokens which adhere to and support the ERC-20 standard and are deployed on the Ethereum blockchain. The parties to these Terms shall be IdeaFeX France SAS (Registration Number: 850 251 844), a company incorporated in France and having its registered office at 142 Rue de Rivoli, 75001 Paris France (“IdeaFeX”) and each such holder of the IdeaFeX Token (each a “Holder”). IdeaFeX and a Holder shall each be referred to as a “Party” and collectively be referred to as the “Parties”.

Each Party agrees as follows:

## 0. Definitions and Interpretation

### “Corporate Presentation”

means the finalized and published version of the presentation deck dated April 2019 and entitled “IdeaFeX Presentation v3.3” as accessible at [https://www.ideafeX.com/docs/IdeaFeX\\_pd\\_v3.4.pdf](https://www.ideafeX.com/docs/IdeaFeX_pd_v3.4.pdf);

### “Corporate White Paper”

means the finalized and published version of the corporate whitepaper dated January 2019 and entitled “IdeaFeX Corporate White Paper v2.1” as accessible at [https://www.ideafeX.com/docs/wp\\_v2.1/pdf](https://www.ideafeX.com/docs/wp_v2.1/pdf);

### “ERC-20 Standard”

means the set of criteria, (including criteria in relation to functions and events) developed by the Ethereum community, which has to be met in a smart contract on the Ethereum blockchain in order to enable interoperability across multiple interfaces and distributed applications, as published at <https://github.com/ethereum/EIPs/issues/20>;

### “Ethereum”

means the open-source, public, blockchain-based distributed computing platform featuring smart contract functionality, as described at <https://www.ethereum.org/>;

### “Ethereum Wallet”

means the address of a cryptocurrency wallet of any form, which

- (a) adheres to and supports the ERC-20 Standard;
- (b) enables and supports transactions executed on the Ethereum blockchain;
- (c) enables its user to:
  - a. send cryptographic tokens and/or other digital assets which adhere to and support the ERC-20 Standard (including IFX) from an address of such wallet to any other address on the Ethereum blockchain, or call any function of any smart contract on the Ethereum blockchain; and
  - b. receive and hold, at an address of such wallet, any cryptographic tokens and/or other digital assets which adhere to and support the ERC-20 Standard (including IFX) which are transferred from any other address to such address on the Ethereum

blockchain.

**“Exchange”**

means an online platform (whether centralized or decentralized) that provides services to allow users of such platform to store, send, receive, buy, sell, convert and/or trade certain virtual currencies, cryptographic tokens, and/or other digital assets into other forms of virtual currencies, cryptographic tokens, other digital or financial assets, or fiat currencies at such exchange rates as may be determined by such platform;

**“Force Majeure Event”**

means any event or circumstance the occurrence and the effect of which IdeaFeX is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence, and care on the part of IdeaFeX;

**“Holder”**

means a person who has access to an Ethereum Wallet holding any amount of IFX;

**“IdeaFeX Website”**

means the official website of IdeaFeX as accessible at <https://www.ideafeX.com>;

**“IFX”**

means the IdeaFeX Token, the cryptographic tokens which adhere to and support the ERC-20 standard and are deployed on the Ethereum blockchain;

**“Terms”**

means these terms and conditions governing the rights of Holders; and

**“Token White Paper”**

means the finalized and published version of the token whitepaper dated June 2019 and entitled “IdeaFeX Token White Paper v1.2” as accessible at [https://www.ideafeX.com/docs/IdeaFeX\\_twp\\_v1.2.pdf](https://www.ideafeX.com/docs/IdeaFeX_twp_v1.2.pdf).

**1. Rights**

1.1 Holders of the IdeaFeX Token (IFX) are entitled to:

- (a) hold IFX in any Ethereum Wallet,
- (b) carry out transactions of IFX on the Ethereum blockchain,
- (c) hold IFX in their accounts on the IdeaFeX marketplace,
- (d) spend IFX on the IdeaFeX marketplace by using the Discount function,
- (e) stake IFX on the IdeaFeX marketplace for their own asset listing(s), and
- (f) purchase tokenized assets that support it on the IdeaFeX marketplace using IFX.

1.2 Save for the rights to use IFX to the extent set out in Paragraph 1.1 above, Holders shall have no rights, express or implied, legal or equitable, in relation to the IdeaFeX company, the IdeaFeX marketplace, or any other person.

1.3 IFX is not intended to be, and shall in no case be, construed, interpreted, classified, or treated as:

- (a) any kind of currency, legal tender, money, or deposit, whether fiat or otherwise, or any kind of substitute for any currency, legal tender, money, or deposit;

- (b) debentures, stocks, or shares issued by the IdeaFeX company or the IdeaFeX marketplace;
- (c) 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;
- (d) units in a collective investment scheme;
- (e) units in a business trust;
- (f) derivatives of units in a business trust; or
- (g) any commodity which any person is obliged to redeem or purchase.

1.4 Each Holder also acknowledges that:

- (a) the range of service by IdeaFeX is likely to expand;
- (b) new features and functions not outlined in the Token White Paper may be introduced;
- (c) IFX are at all times subject to the inherent technological conditions and limitations by virtue of their nature of adhering to and supporting the ERC-20 standard on the Ethereum network;
- (d) there is no assurance by IdeaFeX of when the launch date of full service described in the Token White Paper will be;
- (e) it shall be his or her sole responsibility for keeping his or her own Ethereum Wallet and IdeaFeX account safe, including the credentials for accessing such Ethereum Wallet and his or her IdeaFeX account in his or her secure possession and under his or her exclusive control at all times;
- (f) he or she shall not reproduce, duplicate, copy, or reverse engineer IFX for any purpose.

## 2. **Restriction of Rights**

In the event that any provision laid out in these terms results in any direct or indirect non-compliance by IdeaFeX with any provision in any applicable law, regulation, or rule, direction, order, and requirement in any jurisdiction, each Holder acknowledges and agrees that:

- (a) such provision in these terms shall be null and void to the extent that such provision results in such non-compliance by IdeaFeX; and
- (b) IdeaFeX shall be entitled to take such action as may be required for full compliance by IdeaFeX, or omit to take such action as may result in such continued or future non-compliance by IdeaFeX, with such provision in the applicable law, regulation, or rule.

## 3. **Amendments and Modifications**

- 3.1 IdeaFeX shall have the right, in its sole and absolute discretion, to amend, modify, or vary these Terms to any extent by giving Holders notice of such amendment, modification or variation no later than ten (10) days prior to the date of entry into force of such amendment, modification or variation on the IdeaFeX Website or in any other manner deemed appropriate by IdeaFeX (which shall constitute good and sufficient notice thereof to Holders by IdeaFeX and such notice shall be deemed to have been received by each Holder on the date of publication of such notice).
- 3.2 Any Holder who continues to own or hold any IFX from the date of entry into force of such amendment or modification shall be deemed to have agreed with and accepted such amendment or modification in its entirety.

## 4. **Representations and Warranties**

4.1 By purchasing, owning, or holding IFX, each Holder represents, warrants, and undertakes to IdeaFeX as follows:

- (a) he or she has read and understood all of these terms and will review any announcements or updates in connection with these terms on the IdeaFeX Website;
- (b) he or she will use IFX only for the purposes and in the manner permitted by these terms;
- (c) he or she has no expectation of obtaining any governance rights over any part of IdeaFeX;
- (d) he or she is fully aware of, understands, and agrees to assume all the risks, direct or indirect, associated with his ownership or holding of IFX and Ethereum Wallet;
- (e) he or she is fully aware, understands, and agrees that no purchase of IFX is refundable under any circumstances whatsoever;
- (f) he or she is not a citizen or resident of any jurisdiction in which the ownership or holding of DLT tokens (commonly also referred to as cryptocurrencies) in general, and IFX (a cryptographic token existing on the Ethereum blockchain which adheres to and support the ERC-20 standard, identified with the ticker symbol "IFX") in particular, is prohibited, restricted, curtailed, hindered, impaired, or otherwise adversely affected by any applicable law, regulation, or rule to any extent;
- (g) no consent, approval, order, or authorization of, or registrations, qualifications, designations, declarations, or filings with, any regulatory authority in any jurisdiction is required on his or her part in connection with his or her holding of IFX, or where any such duties with applicable regulatory authorities are required, such consent, approval, order, authorization, registration, qualifications, designations, declarations, or filings have been obtained and remain valid and in full force and effect;
- (h) the proceeds used for his or her purchase of IFX has not been obtained through any acts in connection with money laundering, terrorism financing, or any other acts in breach or contravention of any applicable law, regulation, or rule; and
- (i) the IFX owned or held by him or her, used by him or her, or to be transferred to and received by him or her pursuant to his or her performance of any action will not be used for any purpose in connection with money laundering, terrorism financing, or any other acts in breach or contravention of any applicable law, regulation, or rule.

4.2 IdeaFeX does not make, and IdeaFeX hereby disclaims, any representation or warranty in relation to:

- (a) the Token White Paper, the Corporate White Paper, or the Company Presentation;
- (b) the IdeaFeX Website;
- (c) the IFX token sale;
- (d) the IFX tokens;
- (e) any potential of IFX to be listed by or continue to be listed by, or accepted or continued to be accepted for trading on, any Exchange or secondary market except the IdeaFeX marketplace; or
- (f) any potential of increase in traded prices or trading volume of IFX on any Exchange or secondary market, or any potential increases or favorable changes in the geographic reach of any Exchange or secondary market.

## 5. Disclaimers

5.1 To the maximum extent permitted by all applicable laws, regulations, and rules and except as otherwise provided in these terms, IdeaFeX hereby expressly disclaims its liability and shall in no case be liable to any Holder or any other person for:

- (a) the ownership or holding of IFX or use of IFX for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- (b) failure, malfunction, or breakdown of, or disruption to, the operation of IdeaFeX or the

Ethereum blockchain on which the functioning of IFX relies on, due to occurrences of forks, hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks, and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;

- (c) any virus, error, bug, flaw, defect, or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability of IFX on any Exchange, and other material characteristics of IFX;
- (d) any prohibition, restriction, or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability of IFX on any Exchange, or other material characteristics of IFX;
- (e) any delay of the launch dates after they have been posted or made public; and
- (f) any loss, theft, or inappropriate or unauthorized disclosure of and/or use of an Ethereum Wallet or the IdeaFeX account with which a Holder holds IFX and/or the credentials for accessing such holdings.

- 5.2 In the event of any loss, hack, or theft of IFX held by a Holder at any address of any Ethereum Wallet or the IdeaFeX account, each Holder acknowledges and accepts that he or she shall have no right(s), claim(s), or causes of action in any form or manner against IdeaFeX.

## **6. No Waiver**

Any failure of IdeaFeX to enforce these terms or to assert any right(s), claim(s), or causes of action under these terms shall not be construed as a waiver of the right of IdeaFeX to assert these right(s), claim(s), or causes of action.

## **7. Force Majeure**

IdeaFeX shall be liable to any Holder or be deemed to be in breach of any provision of these terms by reason of any delay in performing, or any failure to perform, any of its obligations if the delay or failure was due to any Force Majeure Event.

## **8. Taxes**

- 8.1 Each Holder shall be responsible for determining any and all taxes that are applicable to his use, receipt, ownership, and holding of IFX in any jurisdiction and declaring, withholding, collecting reporting, and remitting the correct amount of payable tax to the appropriate tax authorities. Each Holder shall be solely liable for all penalties, claims, fines, punishments, or other liabilities arising from the non-fulfillment or non-performance to any extent of any of his obligations in relation to the payable tax.

- 8.2 IdeaFeX shall not be responsible for determining any payable tax and declaring, withholding, collecting, reporting, and remitting the correct amount of payable tax to the appropriate tax authorities.

## **9. Governing Law and Jurisdiction**

These Terms shall be governed by, and construed in accordance with, the laws of the French Republic.