By continuing on to use our website (www.twex.in) you hereby warrant and represent that you have irrevocably and accepted all of our terms and conditions without liability and or responsibility from us, our employees, associates and or any other affiliated or parent companies unless so confirmed in writing.

**DEFINITIONS:**

**1.1**ACCOUNT – A user’s account on the website, which is created and used to buy TWIN Tokenized Preferred Shares (TPS). Please fill in our account opening forms and provide us with all required information in order to enable us to respect our AML charter and to perform our KYC. Only account holders will be able to acquire and subsequently trade our TWEX TPS.

**1.2**AGREEMENT – These terms and all other operating rules, policies, and procedures that may be published from time to time on the website (including privacy policy, cookie policy etc.)

**1.3**BLOCKCHAIN – Type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.

**1.4**TWIN INITIAL PREFERRED SHARES OFFERING – Period of time from 23rd August 2018 to 4th of September 2018 during which TWIN TPS will be sold. Lock up period for IPSO TPS lasts until 15 days after end of period unless the IPSO’s date is extended at management sole discretion.

**1.5**TWIN TOKENIZED PREFERRED SHARES – The TWIN Tokenized Preferred Shares are software products (digital resources), created by the website owner as a proof of membership of the holders in the TWEX ecosystem. It gives them the right to use the Exchange and all of its proprietary tools (please be advised that as owner of one or more TWIN tokenized preferred share you are entitled to all profit rights associated to said TPS). Said profits are payable yearly three months maximum after end of accounting and auditing of accounts in order to determine funds available for distribution to TWIN holders. But under no circumstances whatsoever can you be considered as a shareholder of TWEX Ltd – the company). TWIN TPS are not and shall not be considered as securities as there are no monetary rights attached to them. The preferred Shares issued by TWEX, registered on the BLOCKCHAIN, hold no equity rights or voting rights. But hold profit participation rights. For every TWIN TPS acquired and fully paid for, acquirer is entitled to a pro-rated number of Smart Contracts for Capital repayments and Profit participation.

**1.6**TWEX WALLET – BLOCKCHAIN wallet that permits users to buy, sell, manage and hold digital Preferred Shares and assets.

**1.7**USER – Anyone who uses the website, with or without prior registration and authorization using the Account.

**1.8**WEBSITE OWNER, TWEX LTD, TWEX, COMPANY, WE, US – TWEX Ltd, a company, that is registered under the laws of the United Kingdom. In no way shall (company) be deemed a partner, employer or agent for any user or providing any financial services there to.

**GENERAL INFORMATION:**

**2.1** These terms are a legally binding agreement between you, the user, on the one part, and the website owner, on the other part, also individually referred to as a “party” and collectively as the “Parties”.

**2.2** These terms define basic mutual rights and obligations of the website owner and the users, either registered or just visiting certain pages of the website, during their use of the website, including but without limitation, for the purpose of buying the TWIN TPS.

**2.3** By using the website, the users accept these terms in full and agree to be bound thereby and comply therewith.

**2.4** These terms are effective at the time the users begin using the website. The users may withdraw from their obligation under the terms at any time by discontinuing the use of the Website.

**2.5** The user acknowledges and accepts that: - these terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at website owner’s sole discretion, by updating this posting at the “last updated” section; the user’s continued use of the website after the amendments etc. Shall constitute the user’s consent here to and acceptance hereof; - the website owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the website, and/or disable any access to the website.

**2.6** By using this website, you covenant, represent, and warrant that: - you are of an age of majority to enter into this agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith; - you are aware of all the merits, risks and any restrictions associated with the shares(their buying and use) and BLOCKCHAIN-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge; - you have necessary and relevant experience and knowledge to deal with BLOCKCHAIN-based systems, as well as you have full understanding of their framework.

**2.7** You shall not use the website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the TWIN TPS exist under the applicable law, we persistently recommend you not to use this website and not to buy the TWIN TPS.

**SALE OF TWIN TOKENIZED PREFERRED SHARES:**

**3.1** You may purchase the TWIN TPS within either the period of TWIN initial preferred share offering set out herein and after on different exchanges or during the pre-ipso period on our private platform.

**3.2**Up to 49,000,000 TWIN TPS are being offered for sale at an initial price of 0.45 Euro cents each. Each TWIN TPS is delivered bearing rights to 30 % of all profits generated by the Exchange and 1 % of total sales of all companies listed and benefitting from this funding. Buyers are also remitted ownership on a pro-rated basis to various Smart Contracts for capital repayments and Profit participation issued by all companies listed on the Platform and benefitting from this funding.

**3.3** The smart contracts are the proof of their holders’ role as lender to the issuer of the contracts and to their inherent rights to payback of capital and profit following specifics of each smart contract issuer. The TWIN TPS – Tokenised Preferred Share provide their holders a right to receive 1/49,000,000 per TWIN TPS held of all amounts paid by companies that received the initial funding raised for their projects. Each of these companies is obligated to pay to TWEX Ltd 1.5 % of their gross sales. 1 % of said gross sales will be deposited in escrow and distributed according to following formula to TWIN holders: 1 % of gross sales collected x number of TWIN TPS held divided by 49,000,000 TPS.  
But only those who acquired their TWIN TPS during IPSO and or Pre-IPSO are entitled to SCC and SCP issued by all companies benefitting from the funds raised. Neither Management nor advisors or marketers are entitled to ownership of SCC and SCP.

**3.4** any user who wants to buy the TWIN TPS shall register an account on the website using real name, email address, copy of id and proof of address. Information will then be given on how to fund the account with FIAT currencies via bank wire transfer which is equal to an amount of the TWEX TPS that you would like to receive on your account with us as mentioned by us at such time. You could buy the TWEX TPS only via your account.

**3.5** The TWIN TPS purchased hereunder may be sold and transferred by the User at any time after the IPSO if the TWEX TPS are listed there off.

**3.6** By buying TWIN TPS hereunder the user represents and warrants under penalty of perjury and fraud that his/her funds in no way came from illegal or unethical sources.

**3.7** You are only allowed to purchase TWIN TPS if you covenant, represent, and warrant that you are not violating/or in violation of the laws in your jurisdiction of residence.

**USER REGISTRATION AND ACCOUNT:**

**4.1** For the purpose of buying TWIN TPS, website owner will register you, upon your request, on the website and create an individual account including a login and a password. You warrant that all information you have provided for your account is current, complete and accurate. Registration data and other information about you are subject to TWEX privacy policy available on the website.

**4.2** You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.

**4.3** You may deactivate your registration with the Website, at any time and for any reason, by sending an email request to info@twex.info We may terminate your use of and registration with the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

**THIRD PARTY WEBSITES AND SERVICES:**

**5.1** The pages of the website may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by TWEX Ltd. In addition, TWEX does not guarantee their safety and conformity with any user expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.

**5.2** TWEX Ltd. assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

**INDEMNIFICATION:**

**6.1** To the extent allowable pursuant to applicable law, the user shall indemnify, defend, and hold TWEX Ltd. and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys’ fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against TWEX Ltd. arising out of a breach of any warranty, representation, or obligation here under.

**DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY:**

**7.1** This website and the TWIN TPS are 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 the TWIN TPS and their use. Under no circumstances whatsoever shall TWEX Ltd., it’s employees, associates, owners, directors, affiliated company and or others be held responsible for delays in payment of the profit sharing, non-timely issuance of the smart contracts; non timely or non-retribution of contemplated profits due to unforeseen and unavoidable reasons or cases of force majeure as defined by the international chamber of commerce in Paris, non-timely or no payments at all derived from the smart contracts, no markets for trading the TWIN TPS, no market for trading the smart contracts, gross negligence by the issuers of the smart contracts – please consult each issuer’s prospectus for more information.

**7.2** You hereby expressly agree that, to the maximum extent permitted by the applicable law, the website owner does 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 TPS or their use by the user, regardless of the basis, upon which the liability is claimed and even if website owner has been advised of the possibility of such loss or damage.

**7.3** You understand and agree that the website owner shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the TPS. The website owner shall not provide the user refund possibilities (pay-out liquidity) for purchased TPS. The user understands and expressly agrees that the website owner shall not guaranty in any way that the TWIN TPS might be sold or transferred during or after the IPSO.

**7.5** The website owner 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. Website owner 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.

**INTELLECTUAL PROPERTY RIGHTS:**

**8.1**The website owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the TWIN TPS and his activities generally.

**8.2**In no way shall this agreement entitle the user for any intellectual property of the website owner, including the intellectual property rights for the website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the website. Arrangement of such content is owned by TWEX Ltd. and is protected by the intellectual property rights and fair competition laws.

**8.3**There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by TWEX Ltd.

**JURISDICTION AND DISPUTE RESOLUTION:**

**9.1**All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the UK for all issues relating to our Preferred Shares.

**9.2** To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

**9.3** If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the International Chamber of Commerce under the applicable law, as set out in clause 9.1. hereof.

**MISCELLANEOUS:**

**10.1 - ENTIRE AGREEMENT** This agreement is intended to fully reflect the terms of the original agreement between the parties. No provision of the agreement 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 the agreement, 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 the agreement will not in any way affect, limit, or waive a party’s rights here under at any time to enforce strict compliance thereafter with every term and condition hereof.

**10.2 - ASSIGNMENT**TWEX Ltd. may, at its sole discretion, assign its rights and/or delegate its duties under this agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of TWEX Ltd which TWEX Ltd. may withhold at its sole discretion, shall be void.

**10.3 - SEVERABILITY**If any term, provision, covenant or restriction of this Agreement 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.

**10.4 -**The User may send any questions regarding the use of the Website or regarding this Agreement via e-mail to: info@twex.info.