



eComX Corporation

ECOMX TOKEN SALE TERMS & CONDITIONS

General

These Terms and Conditions ("The Terms") govern the purchase, access, and/or use by you ("Purchaser", "You") of the eComX tokens, offered by eComX Corporation ("eComX", "Company", "Our", "We", "Us"), a private company established in the United States, having its offices at 99 Wall Street, #1000, New York, NY 10005.

These Terms shall be effective and binding when You: (a) You check the box "I accept the Terms and Conditions of eComX token Sale", and (b) upon payment from you received by eComX.

"Purchasers are encouraged to seek independent legal, financial and tax advice regarding their individual circumstances and objectives in determining whether to participate in the offer and sale of the eComX tokens under these "Terms and Conditions".

TRANSFER AND RESALE RESTRICTIONS. THERE WILL BE NO PUBLIC MARKET FOR THE ECOMX TOKENS FOR U.S. CITIZENS. THE ECOMX TOKENS WILL INITIALLY NOT BE REGISTERED UNDER THE SECURITIES ACT, AND MAY NOT BE SOLD IN THE UNITED STATES ABSENT OF AN APPROVED REGISTRATION OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS.

THIS MEANS THAT ECOMX TOKENS MAY ONLY BE TRANSFER TO U.S. PERSONS THAT ARE VERIFIED "ACCREDITED INVESTORS" AS DEFINED IN RULE 501(A) OF REGULATION D UNDER THE SECURITIES ACT, IN COMPLIANCE WITH APPLICABLE U.S. SECURITIES LAWS, UNLESS AND UNTIL THE COMPANY REASONABLY DETERMINES AND ADVISES THE PURCHASER THAT THE ECOMX TOKENS ARE FREELY TRADEABLE; (B) IF THE SUBSCRIBER IS A NON-U.S. PERSON, TO OTHER NON-U.S. PERSONS OUTSIDE THE UNITED STATES (IN COMPLIANCE WITH APPLICABLE LAW) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S, PROMULGATED UNDER THE U.S. SECURITIES ACT OF 1933; OR (C) TO ECOMX CORPORATION OR

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ANY SUBSIDIARY THEREOF AND, IN EACH CASE, AS PERMITTED UNDER APPLICABLE LAWS AND REGULATIONS OR PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

PLEASE READ CAREFULLY THIS DOCUMENT BEFORE MAKING ANY PAYMENTS FOR TOKENS, AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY.”

Participation in the Offering

(a) Accredited Investors. Offer and sale of the eComX tokens under these “Terms and Conditions” is only available to either (i) persons that are residents of the United States who qualify as “accredited investors” within the meaning of Rule 501 of Regulation D promulgated under the Securities Act; or (ii) persons who are not U.S. persons within the meaning of Rule 902 of Regulation S promulgated under the Act.

i. Each U.S. Purchaser participating in the sale of eComX tokens will need to complete an accreditation process to establish that the Purchaser is an accredited investor. For this offering, the Company’s accreditation service is **EarlyIQ** (<https://www.earlyiq.com>). The instructions for completing the verification process can be found on the company’s Website.

ii. Each non-U.S. Purchaser participating in the Offering represents and warrants to the Company that it has had an opportunity to consult with the Purchaser’s own legal, tax, accounting and investment advisers with respect to the legal and tax treatment of its participation in the Offering in the jurisdiction from which the Purchaser is participating.

iii. Tokens are not being offered or distributed in any country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations, other than in compliance with such restrictions.

(b) AML/KYC Due-Diligence. Each U.S. and non-U.S. Purchaser must pass Anti-Money Laundering (“**AML**”) and Know Your Customer (“**KYC**”) checks. For this offering of eComX tokens, the Company’s AML/KYC due-diligence service is **IdentityMindGlobal** (<https://identitymindglobal.com>). You can either go there directly, get verified, and then go to the ico.eComX.org webpage and upload the certificate into the KYC/AML and Accredited Investor form.

Company Representations

The Company hereby represents and warrants to, and agrees with, the Purchaser as follows:

(a) Good Standing

The Company is a Corporation duly organized, validly existing and in good standing under the laws of the country of United States and has the power and authority to develop and operate eComX.org and eComX.world.

(b) No Warranties

THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE ECOMX TOKENS, INCLUDING ANY **(i)** WARRANTY OF MERCHANTABILITY; **(ii)** WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; **(iii)** WARRANTY OF TITLE; OR **(iv)** WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

Purchaser's Representations

(a) Company's Reliance. The Purchaser understands and acknowledges that the Company will be relying on the warranties and covenants related to the Purchaser in this Terms for many purposes, including for the purpose of determining whether to accept the Purchaser's payment and to issue eComX tokens to the Purchaser. Without the information, representations, warranties and covenants of the Purchaser in this Terms, the Company would not accept the Purchaser's payment from the Purchaser.

(b) Investor Qualification. The Purchaser hereby represents and warrants to the Company that (i) it is an "accredited investor," as defined in Rule 501 of Regulation D; or (ii) not a U.S. person within the meaning of Rule 902 of Regulation S under the Securities Act.

Advisers and Securities Act Matters

The Company is not registered or licensed with any federal or state regulator as an investment adviser, broker-dealer, money services business, money transmitter, or virtual-currency business. As a result, the Purchaser will not be afforded the full set of protections provided to the clients and customers of such entities under the Securities Act, the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”), and any similar or applicable state laws.

ii. *No Registration of eComX tokens.* (i) neither this Terms and Conditions nor the White Paper, nor any other materials have been reviewed by, passed on or submitted to any federal or state agency; (ii) the eComX tokens are being offered and sold under an exemption from registration provided in Section 4(a)(2) and Regulation D of the Securities Act; and (iii) the eComX tokens have not been registered under the Securities Act, securities laws of any state or any other jurisdiction, nor is that registration contemplated.

iii. *Risk of Being Classified as Money Transmitter and/or Money Services Business.* The Company believes that it is not a money transmitter (“**MT**”) or a money services business (“**MSB**”). If a Governmental Authority determined that the Company were an MT or MSB, the Company would be subject to significant additional regulatory requirements. Such requirements could lead to substantial changes with respect to the eComX token offer, the Tokens, transactions involving the Tokens and other issues, and would greatly increase the cost of developing and completing the eComX Project in terms of facilitating transactions using the eComX tokens. It could lead to the termination of the Tokens. Further, a Governmental Authority could take adverse action against the Company if it determines that the Tokens or eComX violate existing law. Any of these outcomes would negatively affect eComX and the value of the Tokens and could cause the Company to cease operations.

(f) Use of eComX tokens. eComX tokens are intended to be used on the eComX blockchain network and within its cross border trade marketplace www.eComX.world (i) to enable usage of and interaction with the eComX Blockchain Network and to support its development, testing, and deployment of the eComX token Utility as a centralized asset data wrapper, a transport smart contract to take centralized data into the eComX blockchain, and to act as fuel for parallel computation in the blockchain, for the eComX internal business operation as a DAO (Decentralized Autonomous Organization); (ii) to power the eComX Network’s reward system, encouraging prospective users to share navigation information with the eComX Network, to motivate our EDU partners, faculties, and students to participate in R&D projects for the common good of the eComX user’s community; and (iv) for certain other uses as described in the White Paper. However, in its sole discretion, the Company may modify the intended use of the eComX tokens on the eComX Network as it develops the eComX project overtime.

(g) Token Transfer Restrictions

i. *Transfer Restrictions.* There will be no public market for the eComX tokens for U.S. Purchasers. The eComX tokens initially will not be registered under the Securities Act, and it may not be offered or sold in the United States absent of an approved registration or an applicable exemption from the registration requirements. This means that initially and until the “Transfer Restriction” changes, the eComX tokens will be used in commercial transactions within the eComX marketplace and on the Services used in the eComX Blockchain Network, holders of the eComX tokens may not transfer the eComX tokens to any “U.S. Person,” within the meaning of Rule 902(a)(k) of Regulation S under the Securities Act, except that they may transfer the eComX tokens to U.S. Persons that are “accredited investors” as defined in Rule 501(a) of Regulation D under the Securities Act, in compliance with applicable U.S. securities laws, unless and until the Company reasonably determines and advises the Purchaser that the eComX tokens are freely tradeable.

ii. *Transfer Restrictions to NY Residents.* The sale of the eComX tokens in the State of New York may constitute a virtual currency business activity requiring licensing under the New York Banking Law and other New York State laws and regulations.

iii. *Transfers in Violation of these “Terms and Conditions” are Void.* Any transfer made in violation of the transfer provisions of these “Terms and Conditions” will be void.

(h) Due Authorization

i. *Authority for Individuals.* If the Purchaser is an individual, the Purchaser has the requisite legal capacity for executing the purchase of eComX tokens under the “Terms and Conditions” contemplated herein.

ii. *Authority for Entities.* If the Purchaser is an entity, it is duly and validly organized, validly existing and in good standing as such entity under the laws of the jurisdiction of its organization, with full power and authority to execute the purchase of eComX tokens under the “Terms and Conditions” contemplated herein.

iii. *Ultimate Token Owners.* The Purchaser, if executing the Purchase of the Tokens in a representative or fiduciary capacity, has full power and authority to execute the purchase of eComX tokens under the “Terms and Conditions” contemplated herein in such capacity and on behalf of the subscribing individual, partnership, trust, estate, corporation or other entity for whom or which the Purchaser is executing the purchase of eComX tokens.

(i) Identity of the Purchaser and Beneficial Owner

Neither the Purchaser, nor any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by governmental authorities; or (iii) unless otherwise disclosed in writing to the Company prior to the date of the purchase, is a **Senior Political Figure**⁽¹⁾, or any **Immediate Family Member**⁽²⁾ or **Close Associate**⁽³⁾ of a senior foreign political figure.

The Purchaser further represents and warrants that, if applicable, the Purchaser: (i) has conducted thorough due diligence with respect to all of its beneficial owners; (ii) has established the identities of all direct and indirect beneficial owners and the source of each beneficial fund; and (iii) will retain evidence of those identities, any source of funds and any due diligence.

(1) A “**senior foreign political figure**” is defined as a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

(2) An “**immediate family member**” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

(3) A “**close associate**” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and it includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

(j) Source of Funds

i. *Anti-Money Laundering.* No payment or other transfer of value to the Company and no payment or other transfer of value to the Purchaser shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“**USA Patriot Act**”), or the various statutes, regulations and executive orders administered by OFAC (“**OFAC Regulations**”).

ii. *OFAC; Support of Illegal Activities.* No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to (i) the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked

under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury as a money laundering country or (v) directly or indirectly, any illegal activities. The Purchaser acknowledges that, pursuant to anti-money laundering laws and regulations, the Company may be required to collect documentation verifying the identity and the source of funds used to acquire the eComX tokens before, and from time to time after, the date of the purchase of the eComX tokens.

iii. *Payments; Boycotted Countries.* All payments or other transfer of value to the Company by the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department

of Treasury pursuant to § 999(a)(3) of the Internal Revenue Code as in effect at the time of the payment or other transfer of value. In the event that the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the acquisition of Tokens, the Non-U.S. Bank: (1) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (2) employs one or more individuals on a full-time basis, (3) maintains operating records related to its banking activities, (4) is subject to inspection by the banking authority that licensed it to conduct banking activities and (5) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

(k) *Voluntary Compliance.* The Purchaser acknowledges and understands that the Company may not be obligated to comply with any U.S. anti-money laundering requirements but has chosen to voluntarily comply with such requirements as the Company has deemed appropriate in its sole discretion. The Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.

Rule 506(d) of Regulation D

(a) *Disqualifying Events.* As of the date hereof, the Purchaser has not been subject to any event specified in Rule 506(d)(1) of Regulation D under the Securities Act or any proceeding or event that could result in any such disqualifying event (“**Disqualifying Event**”) that would either require disclosure under the provisions of Rule 506(e) of Regulation D or result in disqualification of the Rule 506 exemption. The Purchaser will immediately notify the Company in writing if the Purchaser becomes subject to a Disqualifying Event at any date after the date hereof. In the event that the Purchaser becomes subject to a Disqualifying Event at any date after the date hereof, the Purchaser agrees and covenants to use its best efforts to coordinate with the

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Company to provide documentation as reasonably requested by the Company related to any such Disqualifying Event.

(b) Remedies. The Purchaser agrees that, at the sole discretion of the Company, its remedies arising out the Purchaser's Disqualifying Event may include, without limitation, the transfer or sale of the Purchaser's Tokens.

Restricted Areas, Countries, Territories

"Us Citizens", Algeria, Bangladesh, Bolivia, China, Ecuador, Macedonia, Morocco, Nepal, Pakistan

Purchase Price; Bonuses

(a) Purchase Price. The purchase price for eComX tokens is \$0.50 USD per eComX token.

Purchasers may pay the purchase price in the equivalent amount of BTC, BCH, ETH, LTC, OR DASH.

(b) Minimum Purchase. United States purchasers (Accredited Investors Only) must purchase a minimum of 50,000 eComX tokens (\$25,000 USD) to participate in the sale. Non-U.S. purchasers must purchase at least 100 eComX tokens (\$50 USD) to participate in the sale.

(c) Bonus Tokens. Purchasers who buy eComX tokens may be eligible for Bonus Tokens, depending on the time of the purchase as follows:

i. 30% additional tokens if the purchase happens and the funds are transfer within the phase1 sale dates of 11/15/2018 to 12/15/2018.

ii. 20% additional tokens if the purchase happens and the funds are transfer within the phase2 sale dates of 01/15/2019 to 02/15/2019.

iii. 10% additional tokens if the purchase happens and the funds are transfer within the phase3 sale dates of 02/16/2019 to 03/15/2019.

Contractual Relationship for the purchase of eComX tokens

Subject to these Terms, eComX agrees to sell to You and You agree to purchase from eComX a specific number of eComX tokens at the price listed on <https://ico.eComX.org> (collectively, "Website") at the time of purchase. The number of purchased eComX tokens shall be determined based on the total amount you select to pay for your purchase ("Amount") + any additional bonus tokens offered as part of the sale's phase (1, 2, or 3).

Scope of Terms

Unless otherwise stated herein, these Terms govern purchase of eComX tokens from eComX during sale period from November 15, 2018 (00:00 GMT) to March 15, 2019 (23:59 GMT) ("Sale Period"). Any payment received by the Company after the end of the Sale Period will be accepted only if it was originated during the Sale Period. Company may request to provide evidence of payment from You.

Purchase Procedure

Following the successful purchase, the information about purchased eComX tokens will be reflected in Your account, which shall be created by You on the Website to purchase eComX tokens ("Account"). The purchased eComX tokens would be available for use or withdrawal upon distribution by eComX.

Date of Distribution

eComX will distribute Your purchased eComX tokens to Your Account following the completion of the token sale on March 31, 2019.

Receipt of eComX tokens

Upon distribution, the eComX tokens will be transferred by eComX to your eComX Personal Account. You will have an option to keep the eComX tokens in your eComX personal account or to transfer the eComX tokens to a third-party ERC-20 digital wallet. You shall be responsible for implementing reasonable measures for securing Your wallet, vault or other storage mechanism that You decide to use to receive and hold eComX tokens outside of your Personal Account, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If Your private key(s) or other access credentials are lost, you may lose access to the purchased eComX tokens. The Company shall not be responsible for any such losses.

eComX token usage

Any use of eComX tokens will be governed primarily by other applicable terms and policies (which will be available on the Website upon completion of token sale and distribution of the eComX tokens to you), (collectively, "ECX Terms of Use"), Prior to the release of the "ECX Terms of Use", all matters related to the eComX token should remain in compliance with the terms and conditions detailed herein. Additionally, the "ECX Terms of Use" may change from time to time at the Company's sole discretion with the amended ECX Terms of Use posted instead of the previous version.

To the extent of any conflict with these Terms, the ECX Terms of Use shall control with respect to any issues relating to the use of eComX tokens.

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Terms and Conditions of eComX token

This document represents the entire eComX token terms and conditions.

Cancellation; Refusal of Purchase Requests

The purchase of eComX tokens from the Company is final, and there will be no refunds or cancellations except as specifically provided in these Terms. Also, the Company reserves the right to cancel any eComX token purchase or refuse any purchase requests at the Company's sole discretion for any reason.

Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing eComX tokens, holding eComX tokens, and using eComX tokens, as disclosed in the White Paper. By purchasing eComX tokens, you expressly acknowledge and assume these risks.

Representations and Warranties

- a) You are aware of the terms and conditions of the eComX tokens and have acquired sufficient information about the eComX Project and the eComX tokens to reach an informed and knowledgeable decision to purchase the eComX tokens.
- b) You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing the eComX tokens.
- c) You understand that the eComX tokens confer only the rights described in the Whitepaper and on this document and that it confers no other rights of any form with respect to eComX, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- d) You shall not purchase eComX tokens for any uses or purposes other than to use eComX tokens as provided in the White Paper and as detailed in this document, including, but not limited to, any investment, speculative or other financial purposes.
- e) You understand that eComX tokens are not digital currency, security, commodity or any other kind of financial instrument and have not been registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which You are resident.
- f) You have satisfied yourself as to the full observance of the laws of your jurisdiction in connection with any invitation to purchase the eComX tokens or any use of these Terms,

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including (I) the legal requirements within its jurisdiction for the purchase of the eComX tokens, (II) any foreign exchange restrictions applicable to such purchase, and (III) any governmental or other consents that may need to be obtained.

g) Your purchase, payment for, and continued beneficial ownership of the eComX tokens will not violate any applicable laws of your jurisdiction.

h) You acknowledge that You neither offer or distribute eComX tokens, nor carry on a business (activity) in any regulated activity in the Singapore, in People's Republic of China or in other countries and territories where transactions in respect of, or with use of, digital tokens fall under the restrictive regulations or require from eComX to be registered or licensed with any applicable governmental authorities.

i) You hereby represent and warrant to the Company that (i) you are an "accredited investor," as defined in Rule 501 of Regulation D; or (ii) not a U.S. person within the meaning of Rule 902 of Regulation S under the Securities Act. You understand that If you are a U.S. Resident, then You are not eligible to purchase eComX tokens in any form and/or by any means.

j) You are aware that by buying eComX tokens You don't obtain any form of shares, debentures or other securities of eComX and You are not entitled to any form of dividend or profit.

Purchasing eComX tokens hereby: (a) does not provide You with rights of any form with respect to eComX or its revenues or assets, including, but not limited to, any distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a loan to eComX; and (c) does not provide You with any ownership or other interest in eComX.

k) You shall comply with any applicable tax obligations in all relevant jurisdiction arising from the purchase of eComX tokens.

l) You acknowledge and agree that you are not a resident or entity of any of the territories that are "Restricted Areas" (including "U.S. Residents"), nor purchasing eComX tokens or accepting these Terms on behalf of such residents of the Restricted Areas.

m) You acknowledge that You have all power and authority to purchase eComX tokens and perform its obligations under the Terms. You are at least 18 years and/or of sufficient legal age and capacity to purchase eComX tokens. If You are a legal person, then your company is duly organized (registered, incorporated), remains existing and in good standing under the laws of its jurisdiction.

n) If you are purchasing Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by You or any other employee or agent of such entity (references to "You" in these Terms refer to you and such entity, jointly).

o) You warrant hereby that funds (either fiat funds or cryptocurrencies) used for purchase of eComX tokens are not derived from or related to any unlawful activities.

Intellectual property

eComX retains all rights, titles and interests in all of eComX's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based therein. You may not use any of eComX's intellectual property for any reason without eComX's prior written consent.

Indemnification

(a) To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless eComX and the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (I) purchase or use of eComX tokens, (II) your responsibilities or obligations under these Terms, (III) your breach of these Terms, or (IV) your violation of any rights of any other person or entity, and (V) your violation of any laws.

(b) The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

Disclaimers

To the fullest extent permitted by applicable law and except as otherwise specified in writing by the company: (a) the eComX tokens are sold on an "as is" and "as available" basis without warranties of any kind, and we expressly disclaim all implied warranties as to the eComX tokens, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (b) the company does not represent or warrant that the eComX tokens are reliable, current or error-free, meet Your requirements, or that defects in the eComX tokens will be corrected; and (c) the company cannot and does not represent or warrant that the eComX tokens or the delivery mechanism for eComX tokens are free of viruses or other harmful components.

Limitation of Liability

(a) To the fullest extent permitted by applicable law: (i) in no event will eComX or any of the parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of the eComX tokens or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the company and the parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the use of or inability to use the eComX tokens, exceed the amount you pay to the company for the eComX tokens.

(b) The limitations set forth in these sections will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of eComX.

Release

(a) To the fullest extent permitted by applicable law, you release eComX and its 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 you and the acts or omissions of third parties. You expressly waive any rights you may have under 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 favor at the time of agreeing to this release.

(b) By purchasing eComX tokens, you release eComX from any liability that might arise in Your jurisdiction or any other jurisdiction that has personal jurisdiction over you.

Governing Law

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of The United States, without giving effect to principles of conflicts of law.

Dispute Resolution; Arbitration. Binding Arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions.

Any Dispute arising out of or related to these Terms is personal to you and eComX and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Notice; Informal Dispute Resolution

Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the support team at tge@eComX.world. Notice to you shall be sent to the email address provided by you in your Personal Account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in this section, file a claim in court.

Amendments

These Terms may be modified by Company at any time for any reason by placing modified Terms on the Site. We will provide notice of any amendment to these Terms by posting any revised terms to the Website and updating the “Last updated” field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent purchases of eComX tokens.

Binding Terms

These Terms provide the legally binding terms and conditions for the sale and purchase of the eComX tokens. By purchasing the eComX tokens, you acknowledge its understanding and acceptance. You are bound by the Terms in existence at the time of your purchase of eComX tokens. If you are making a purchase on behalf of the legal entity, you understand and accept these Terms on behalf of that entity (to which refers to “you” shall also apply) and warrant that you are duly authorized to act on behalf of that legal entity.

Successors and Assigns

Except as otherwise provided in these Terms, these Terms and the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. eComX may assign any of its rights and obligations under these Terms. No other party to these Terms may assign, whether voluntarily or by operation of law, any of its rights and obligations under these Terms, except with the prior written consent of eComX.

Severability

In the event any provision of these Terms is found to be invalid, illegal, or unenforceable the remaining provisions of these Terms shall nevertheless be binding upon eComX and You with the same effect as though the void and unenforceable part had been severed and deleted.

Acceptance

The Purchaser understands and agrees that the purchase of eComX tokens is made subject to the terms and conditions contained herein and that the Company shall have the right to accept or reject, in its sole discretion, the Purchaser’s eComX token purchase for any reason or no reason, in whole or in part, and at any time prior to its acceptance, or immediately reject the purchase if after our KYC/AML and Accredited Investor Verification partners notify eComX that the purchaser did not pass verification.

These Terms shall be effective and binding when You: (a) Check the box “I accept the Terms and Conditions of eComX token Sale”, and (b) upon eComX’s receipt of the purchase payment from you.