

TERMS OF SERVICES

Last updated: August 7, 2017

This document acts as an agreed upon Terms of Service ("Terms", "Terms of Service") between you (the "User" or "you") and ICOBox Pte. Ltd. ("ICOBox"). You accept these Terms when you use ICOBox services or any other features, technologies or functionalities offered by ICOBox through its token sale platform ("Platform") located on ICOBox web-site at <http://tokensale.icobox.io> (the "Site") or through any other means (collectively, "Services") in connection with the sale of its ICOS tokens ("Tokens"). The terms "us", "we", or "our" refer to ICOBox.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. We will provide notice of any amendment to these Terms by posting any revised terms to the site 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 use of the Site and Services.

Information about the Token and Token sale is set forth in the White Paper located at icos.icobox.io/whitepaper.pdf. User is required to read the White Paper in its entirety prior to use of any Services.

By accessing or using the Services, you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Qualifications of User in Order to Use the Site

The User represents and warrants that you are at least eighteen (18) years of age, are legally entitled to use the internet and services like those provided by ICOBox (according to the laws Singapore and any relevant jurisdiction in which you reside), and have not had your right to use our service previously suspended or revoked by us.

2. Illegal and Prohibited Use

The User represents and warrants that you will not use the Site, Platform or Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Platform to assist any other party in such illegal activity.

The User represents and warrants that you will not in any way use the Site, Platform or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Site's or the Platform's underlying code or technical mechanisms; cause damage to the Site or ICOBox through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality

related to the Site. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

3. Registration and Account

The use of our Services requires you to create an account with ICOBox (“Account”). You warrant and represent that all information provided when creating such an Account is current, complete, and accurate. You agree to promptly notify ICOBox of any changes to any information that would cause the information provided upon your Account’s creation to no longer be current, complete or accurate. You also warrant and represent that you understand that no Account will be fully created until you confirm your identity and email address in a manner deemed suitable by us.

You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account, and cannot transfer this obligation to any third party. You agree to notify ICOBox in the event that you discover or suspect any security breaches or vulnerabilities related to the Site, Services or Platform.

4. Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain

Use of the internet is known to not be one-hundred percent secure. You agree that ICOBox is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the internet. While ICOBox will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered “confidential” or will its disclosure to a third party, accidental or otherwise, cause liability against ICOBox, even if it occurs as a result of our negligence.

ICOBox takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If ICOBox believes a Token active on the Platform has been compromised or is under attack, ICOBox reserves the right to immediately stop all Services related to such Token. If it is determined that such an attack caused an associated Token to rapidly lose value or otherwise cause or threaten to cause damage to the Platform, the Site, or other users, ICOBox may immediately discontinue all activity regarding such Token entirely at its discretion. Resolution concerning deposits, withdrawals, Account balances, Services or other disputes related to an attacked Token will be determined on a case-by-case basis. ICOBox makes no representation and does not warrant the safety of the Platform and is not liable for any lost value or stolen property, regardless of whether ICOBox was negligent in providing appropriate security.

5. ICOBox Does Not Provide Legal, Financial or Investing Advice

In no way should our providing of Services be considered legal, financial, investing advice or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against ICOBox. In using the Platform, you represent and warrant that you have sought any legal, financial, investment or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits

associated with Blockchain and/or Token management and offerings and to competently use our Services. We give no warranty regarding the suitability of any Tokens or other assets acquired using our Platform and assume no fiduciary duties to you.

The User represents and warrants you understand that any recommendations or commentary made by ICOBox or its employees or other users should be considered generalized in nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

6. Purchase of Tokens

The User can transfer BTC, ETH, LTC, DASH, ZEC, ETC, and fiat to our Platform to purchase tokens listed on it. Your funds will appear in your Account depending on the processing time of the transaction, which is out of ICOBox's control. Once the transferred funds are available in your Account, you may use them to purchase tokens listed on the Platform. However, the mere transfer of funds to your Account does not represent the purchase of tokens. Tokens can only be purchased during the official token sale by accepting the ICOS Token Purchase Agreement.

Before the end of the Token sale, you can withdraw the funds you transferred to your Account prior to purchasing tokens by contacting the support team at support@icobox.io. It may take up to 72 hours to fulfil the withdrawal request. The funds will be returned in the original form of payment minus transfer fees and bank charges, whichever apply. At the end of the Token sale, funds remaining in users' Accounts at tokensale.icobox.io will be converted to Tokens automatically at the purchase price in effect at the end of the Token sale. For funds in currencies other than BTC, the exchange rate will be fixed at the time of conversion.

ICOBox may refuse to provide Services to anyone at its own discretion at any time. Funds already transferred to the Account would be returned to sender in the original form of payment minus transfer fees and bank charges, whichever apply.

7. Distribution of Tokens

Tokens purchased by the User will be issued according to the respective ICOS Token Purchase Agreement. Once issued, ICOBox will distribute them to your Account. Your Accounts with Tokens will be transferred to icos.icobox.io for future use, which will be governed by separate Terms and Policies posted thereto. Tokens will be available in your Account at icos.icobox.io until you transfer them outside of the Platform. You shall be responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you decide to use to receive and hold Tokens outside of your 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 tokens. ICOBox shall not be responsible for any such losses.

8. License

We grant you a limited, nonexclusive, nontransferable license ("License") to access and use our Platform, Site and Services. This License is subject to these Terms. Any other use of the Services not

expressly permitted by these Terms is prohibited. All other rights in the Platform are reserved by ICOBox and our licensors, including that to any content or functionality as presented on the Site or the Platform. “ICOBox,” “ICOBox.io”, all logos related to Services or displayed on the Site are trademarks or registered marks of ICOBox or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of ICOBox.

9. Termination

We may terminate or suspend your License to our Services without prior notice or liability for any reason whatsoever, including (but not limited to) if you breach the Terms. Nothing in these terms or in any other communication or action by ICOBox or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination.

All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

10. Links to Other Web Sites

ICOBox or other users may provide links to third-party web sites or services that are not owned or controlled by ICOBox. ICOBox has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that ICOBox shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or detrimental reliance on any information, content, goods or services available on or through any such web sites or services. ICOBox is not liable for any loss or damage incurred as a result of interacting with any third party content on our Site.

11. Copyright of Communications In Connection With Our Services

You agree that any materials, information or communications transmitted between the User and ICOBox in any form, or between the User and any other ICOBox user via our Platform, are non-confidential and will become the sole, exclusive property of ICOBox. ICOBox will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

12. Indemnification

You agree to indemnify, exculpate and hold ICOBox, its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of these Services, including any breach by you of these Terms or violation of any law, rule,

or rights of a third party. You agree to pay for any legal fees or other costs that incurred ICOBox or any other indemnified parties as a result of your actions.

13. Disclaimer of Warrants and Guarantees

ICOBox does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Site. We hereby disclaim all warrants and guarantees that not expressly made in these Terms.

14. Applicable Law and Venue

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 Singapore, without giving effect to principles of conflicts of law.

15. 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).

16. No Class Arbitration, Class Action or Representative Actions

Any Dispute arising out of or related to this Agreement is personal to you and the Company 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 attempts 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. Any Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English.

17. Survival and Severability

Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these terms is deemed illegal, invalid or otherwise invalid for any reason, then that provision will be severed and the rest of these Terms will remain intact and enforceable.

18. Integration

Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between the User and ICOBox, including any future modification of these Terms, superseding any prior agreements or communications between you and us. Any ambiguities in these Terms shall be construed in the light most favorable to ICOBox.

19. Act of God

ICOBox' performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts of any third party, or blockchain failures.

20. Contact Us

If you have any questions about these Terms, please contact us at support@ICOBox.io.