

# **IXTUS Edutainment Terms and Conditions of Token Sale**

This document describes the terms for the initial sale of Ixtus Edutainment token, IXE. Ixtus Edutainment is raising funds for the development, growth and operation of the platform, "Little Detective". The initial sale of IXE tokens is not an investment proposal and cannot be regarded as an offer to purchase securities in any jurisdiction. IXE tokens are not monetary units or other means of payment in the understanding of the relevant legislation, but they can be used as payment to access the "Little Detective" platform, and other services that support transactions using IXE tokens. Individuals, legal entities and other organizations should assess the risks, costs and benefits of acquiring IXE tokens through the initial sale, compared to acquiring the tokens in open market after the completion of the initial sale.

# Important

Please read these terms and conditions of the Token Sale carefully. If you do not agree to these terms of sale, please do not purchase the tokens.

Your purchase of Ixtus Edutainment token ("IXE") during the IXE sale period ("Sale Period") from Ixtus Pte Ltd and Ixtus Edutainment team ("Company," "we," or "our") is subject to these Terms and Conditions ("Terms").

By purchasing IXE from us during the Sale Period and/or using IXE in connection with the Platform, "Little Detective" ("Platform"), you ("Investor" or "Buyer") will be bound by these Terms and all terms incorporated by reference.

If you have any questions regarding these Terms, please contact us at info@ixtus.io.

# Terms

# 1. Total Number of IXE tokens to be sold

Ixtus Edutainment has created 15,000,000,000 IXE tokens, a certain percentage of which will be sold during the Sale Period according to the specifications below.

Crowdsale	660,000,000 IXE (44% of total tokens)
Private sale	250,000,000 IXE
Pre-sale	150,000,000 IXE
Token Sale	200,000,000 IXE
Bonus	60,000,000 IXE

# 2. Eligibility

To be eligible to participate in the Token Sale, you must:

1. Be at least 18 years of age;

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- 2. Comply with all the terms and conditions set forth in these Terms;
- 3. Complete the registration process on the official lxtus Edutainment Token Sale website <u>www.ixtus.io</u>, filling up the KYC form as required. The registration process is mandatory and requires you:
  - a. to provide all information as requested during the KYC process; and
  - b. have an ERC20-compatible Ethereum wallet.
- 4. Receive a confirmation email based on our review of your Registration Information that you have been approved to purchase IXE in the Token Sale within the Sale Period.

## 3. Commencement and Duration of Token Sale

The sale start and end dates will be published on the official lxtus Edutainment Token Sale website <u>www.ixtus.io</u>. The sale will end on the designated end date published, or when all allocated IXE tokens have been sold. Though the Company does not currently anticipate doing so, we reserve the right to shorten the sale duration for any alternative reason.

## 4. IXE Pricing and Issuance

The exact conversions for IXE tokens at various stages of the Sale Period will be published on the official Ixtus Edutainment Token Sale website: <u>www.ixtus.io</u>. After the designated end date and fulfillment of the requirements of sales and Token Sale bounty program, the remaining tokens may be burned.

The Company intends to offer utility tokens in the form of IXE to fund the development, growth and operation of the Platform. Please note that IXE Token holder does not:

- represent an ownership interest in the Company;
- entitle its holder to the status of a lender or a creditor; and
- give the right to receive dividends or profits.

## 5. Company involvement during Token Sale

The Company warrants that it will not invest in its own sale, or through any third party acquire IXE in any manner during the entire period of the Token Sale.

#### 6. White Paper ("WP")

Our WP does not constitute a prospectus or offer document of any sort, and is not intended to constitute an offer of securities or a solicitation for investments in securities in any jurisdiction. WP is posted for information purposes only. The content of WP is not a financial promotion. Therefore, none of the content parts

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of WP should be considered an invitation or inducement to engage in any sort of investment activity.

Any forward-looking statements in the WP reflect the Company's current views with respect to future events and are subject to these and other risks, uncertainties and assumptions relating to the Company's operations, results of operations and growth strategy. These forward-looking statements are valid only on the date of WP publication. The Buyer should specifically consider the factors identified in the WP and Terms which could cause actual results to differ before making a purchase decision. No statement in WP is intended as a profit forecast and no statement in WP should be interpreted to mean that the earnings of the Company for current or future years would be as implied in the WP.

## 7. Refunds

All investments in the Token Sale are final and are non-refundable. By contributing to the sale, the investor acknowledges that the Company is not required to provide a refund for any reason, and that the investor will not receive money or other compensation for any IXE that is not used or remains unused.

If the Token Sale is unable to fulfil the soft cap, as defined in the WP, all investments will be refunded in full into the wallet address of the investor registered during the Token Sale.

## 8. Taxation of IXE and Taxation Related to the Token Sale

The Investor bears the sole responsibility to determine if the investment of IXE with ETH or the potential appreciation or depreciation in the value of IXE over time has tax implications for the Investor in the Investor's home jurisdiction. By purchasing IXE, and to the extent permitted by law, the Investor agrees not to hold the Company liable for any tax liability associated with or arising from the investment in the Token Sale.

#### 9. Restricted areas

Citizens or residents (tax or otherwise) of any jurisdiction where participation in blockchain or cryptocurrency-based fundraising is not permitted by law must not participate in the Token Sale and must not purchase any IXE. Notwithstanding the generality of the foregoing, citizen or residents (tax or otherwise) of the People's Republic of China and the Republic of Korea in particular are ineligible to participate in the Token Sale and must not purchase any IXE.

WP or any part thereof, as well as any copies, must not be taken or transmitted to any country where distribution or dissemination of such information is prohibited or restricted.

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## 10. Cooperation with Legal Authorities

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. The Company will endeavor to publish any legal enquiries upon receipt.

## 11. Risks relating to participation in the Token Sale

By agreeing to these Terms, you acknowledge that there is no prior market for the IXE Token, and that this Token Sale may not result in an active or liquid market for the IXE Token. There is no assurance that the IXE Token will be made available for trading on a cryptocurrency exchange, nor any assurance that the market price of the IXE Token will not decline below its purchase price. The IXE Token is purely a utility token, and is not backed by any hard assets or any other credit. The Company is not responsible for the circulation and trading of the IXE Token on the market. The value of, and demand for, the IXE Token hinges heavily on the performance of the Platform and the continuous active engagement of its users and success of its contemplated business lines. There is no assurance that the Platform will gain traction after its launch and achieve any commercial success, or that any of the activities contemplated by the Company will be launched and generate sufficient customer traction. As such, any distributed IXE Tokens may hold little worth or value. The funds raised in the Token Sale are exposed to risk of theft, and while the Company will make every effort to ensure that the funds received from the Token Sale are secure, there is no assurance that there will be no theft or compromise of the funds. In such an event, even if the Token Sale is completed, the Company may not be able to receive the funds raised, and may not be able to use such funds for the development of the Platform.

## 12. Governing Law and Dispute Resolution

These terms and conditions shall be construed in accordance with and shall be governed by the laws of Singapore.

The parties agree that all disputes arising out of or in connection with this Agreement, including its existence, validity or termination, shall be referred to arbitration for final and binding settlement. The arbitration shall take place in Singapore at the Singapore Arbitration Centre (SIAC), and the arbitration shall be conducted according to the SIAC Rules for the time being in force. The tribunal shall consist of one arbitrator to be appointed in accordance with the SIAC Rules. The language of the arbitration shall be English. The Parties hereby agree that it is their intention that the arbitrator(s) must give full force and effect to all of the terms and provisions of this Agreement in resolving all such disputes. The arbitration award shall be final and binding upon the Parties. The Parties shall

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fulfill its terms accordingly. The arbitration fee shall be borne by the losing Party. In the course of arbitration, both Parties shall continue to perform its obligations under this Agreement except for the parts under arbitration.

The Parties agree that each may bring claims against the other only in its individual capacity and not as a member of any purported class or representative action. The Parties agree that no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

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