

# TERMS AND CONDITIONS OF SALE

**Last updated: November, 2018**

These Terms and Conditions of Sale (“TCS”) are entered into between SVPER Company Ltd, a company incorporated under the laws of the Republic of Mauritius, having its registered office at Ebene House Hotel Avenue, 33 Cybercity, Ebene, 72201, Mauritius, registered with the Corporate and Business Registration Department at Port Louis, Mauritius, under number 156415, duly authorized for the purposes herein, hereafter referred to as “**SVPER**”, “**Company**”, “**we**”, “**our**” or “**us**”, and the natural or legal person purchasing SVP Tokens, hereafter referred to as the “**Buyer**”, “**Purchaser**”, “**Client**”, “**you**” or “**your**”.

You and SVPER are individually and collectively referred to as the “**Party**” or “**Parties**” as the context herein requires.

These Terms and Conditions of Sale apply to your purchase of SVP Tokens, and constitute the legal agreement between you, and the Company, in respect of your participation in the SVP Token Sale, and in purchasing, receiving and holding SVP Tokens.

Please read these Terms and Conditions of Sale carefully before you move ahead: these Terms and Conditions of Sale contain provisions which affect your legal rights and obligations. including but not limited to waivers of specific rights, exclusion of warranties and limitation of liability.

## **PREAMBLE**

SVPER is considering issuing cryptographic utility tokens, referred as “SVP Tokens” or “Tokens”, during an Initial Coin Offering operation referred as the “ICO” or the “SVP Token Sale”.

SVP Tokens will allow their owners to access to all features and options of the mobile application to be developed by SVPER (the “SVPER App”) and to fuel their interactions with other users within the SVPER App.

The Purchaser wish to buy SVP Tokens during the SVP Token Sale. In order to purchase the SVP Tokens the Purchaser must comply with the requirements of this TCS.

All details on SVPER App and the use of SVPER Tokens are available on the **Website** (<https://svper.com>) and in the SVPER **Whitepaper** (<https://svper.com/whitepaper>). The information contained on the Website and in the Whitepaper

are of descriptive nature only, are not binding and do not by any means form part of these Terms and Conditions of Sale. Only provisions contained herein, are binding.

By purchasing SVP Token, and selecting “I agree” on the Website you certify that you have read our Terms and Conditions of Sale, understand them, had an opportunity to seek an independent financial and/or legal advice prior to agreeing to them, and that you agree to be bound by all this document and all terms incorporated herein by reference.

Therefore, by purchasing SVP Token and selecting “I agree” on the Website you acknowledge that you are entering into a binding contract with SVPER ruled by the TCS, consisting in the acquisition of SVP Tokens (the “Agreement”). If you do not agree to any of the terms set out in this document, you should immediately refrain from purchase, hold, use or sale SVP Tokens.

## **THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

### **1. SVP Tokens**

SVP Tokens (code: SVP) are tokens based on the Ethereum blockchain which will be generated and distributed by SVPER.

SVP Tokens are cryptographic utility tokens that you can use in relation to the SVPER App only. They are not cryptocurrencies and may not be used as such in any way. They are also not, and will not be used in any way as, equity, assets, bonds, securities, derivatives, loans, currency, debts instrument or any other financial instruments or investments. Accordingly, any protections offered by applicable law in relation to the purchase, holding, use or sale of equity, assets, bonds, securities, derivatives, loans, currency, debts instrument or any other financial instruments or investments shall not apply to SVP Tokens.

Your attention is drawn to the fact that purchasing SVP Tokens does not confer automatic access to the SVPER App. SVP Tokens may not be used before the effective launch of the SVPER App. SVP Tokens will not be reimbursed if the SVPER App is not successfully launched, does not meet your expectations, or does not operate on a permanent basis. You acknowledge that this is a significant risk that you accept.

The functionality and specifications of SVP Tokens are further described in Schedule 1.

## 2. Scope of the TCS

Unless otherwise provided herein, these Terms and Conditions of Sale govern your purchase of SVP Tokens.

The detailed description of the SVP Token Sale is given in Schedule 2.

A legally binding agreement, ruled by these TCS, is concluded between you and SVPER by clicking on “I agree” and by your payment of SVP Tokens, executed by transferring the appropriate amount of Ether (“ETH”), Bitcoin (“BTC”), Dash (“DASH”), Litecoin (“LTC”) or Dogecoin (“DOGE”) to SVPER’s Ethereum or Bitcoin wallet and other compliant wallets (Dash, Litecoin or Dogecoin) provided to you by SVPER during the SVP Token Sale.

Any potential future use of SVP Tokens on the SVPER App will be subject to and governed by such other applicable terms, conditions and policies relating to the use of the SVPER App, which will be made available to SVPER App users, if and when the SVPER App is successfully developed and deployed.

## 3. Eligibility for SVP Token Sale

### 3.1 Restricted Persons and Restricted Areas

SVP Token is not intended to be marketed, offered for sale, purchased, held, used, sold, or traded to a natural or legal person (a “Restricted Person”) related to any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities (a “Restricted Area”), including but not limited to:

- (i) a citizen or resident of the United States of America (including its states and the District of Columbia), American Samoa, Guam, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands or any other territories administered by the USA,
- (ii) another “US Person” (within the meaning of Regulation S of the Securities Act 1933 in U.S. law),
- (iii) a citizen or resident of any jurisdiction under U.S. Sanctions including Iran, Syria, Sudan, Yemen, Venezuela, Cuba and North Korea;
- (iv) a person or country listed on any of the sanctions lists published by the United Nations, the USA, the European Union or any EU Country.

It is your sole responsibility to determine if you are legally allowed to purchase SVP Tokens in your jurisdiction and whether you can then resell SVP Tokens to another purchaser in any given jurisdiction.

SVPER has no intention to sell SVP Tokens to Restricted Persons or in a Restricted Areas and reserves the right to refuse sale or/and distribution of SVP Tokens to Restricted Persons. Restricted Persons that participate in the SVP Token Sale by providing false information about their citizenship, residency place or nationality will be in breach of these Terms and Conditions of Sale and will be required to indemnify SVPER in respect of any damage or loss suffered as a result of this breach in accordance with the indemnification provisions set out in these Terms and Conditions of Sale.

### **3.2 Other conditions**

In order to be eligible to participate in the SVP Token Sale, you must:

- (i) be at least 18 years old;
- (ii) act within the scope of your professional activities: simple consumer are excluded of the SVP Token Sale;
- (iii) have full power and authority to enter into the Agreement;
- (iv) be approved within the KYC and AML Procedures;
- (v) have a compatible ERC-20 wallet.

## **4. KYC and AML procedures**

In order to be eligible to participate in the SVP Token Sale and purchase the SVP Tokens, you will have to undergo our Know Your Customer procedure ("KYC Procedure") and Anti-Money Laundering ("AML") procedure.

In order to get approved in the KYC Procedure, you will be prompted to complete the KYC Procedure application and to provide us with some personal information:

(i) for a natural person: your name, address of your permanent residence, date of birth, place of birth, citizenship, scan of ID card or passport, e-mail address, telephone number, your Ethereum and Bitcoin wallet and other compliant wallets (Dash, Litecoin or Dogecoin) address from which you will send ETH/BTC/DASH/LTC/DOGE to SVPER Wallets and your Ethereum wallet into which you will want to receive SVP Tokens. You may need to be physically present and identify yourself to us by using your ID.

(ii) for a legal entity: legal entity's name, registered office, business address, registration number, name of the representative, country of registration, tax number, e-mail address, and a scan copy of a certificate from the business register which is not more than three months old. The legal entity's representative will need to give us his personal Information as listed above for natural person.

We may require additional identification information, and support documents at any time at the request of any competent authority or in the case of the application of any applicable law or regulation.

We may also ask you to undergo an AML procedure and ask you for additional information and documents in order to ascertain the provenance of your funds and check that your purchase of SVP Tokens is not a part of a scheme of money laundering or financing of terrorism.

You consent that you will disclose such information and documents to us in order to comply with applicable laws, regulations, rules, standards or agreements. You acknowledge that we may refuse to distribute SVP Tokens to you until such requested information is provided. You accept and agree that in cases where we have valid reasons to believe that your purchase of SVP Tokens might be used for money laundering, the financing of terrorism or for any other illegal activity, or that you have concealed or reported false identification information and other details, we can reject your demand at our sole discretion and refuse to distribute SVP Tokens to you.

In accepting these TCS, you acknowledge and guarantee that the ETH, BTC, DASH, LTC and DOGE funds that will be transferred to the Company for SVP Token purchase, are not obtained by criminal means, and that your SVP Token purchase is not aimed at money laundering, financing of terrorism or at any other illegal activity. You hereby authorize SVPER to, directly or through third parties, make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public domains or reports, and to take any action we reasonably deem necessary based on the results of such inquiries or reports. You further authorize any and all third parties to whom such inquiries or requests may be directed to fully respond to such inquiries or requests.

You confirm by using our KYC and AML Procedure and providing your Personal Information to SVPER:

- (I) that all information provided within the KYC and AML Procedures is true and accurate and that you do not act on behalf of any third party,
- (II) you're not a Restricted Person or acting from a Restricted Area;
- (III) you're not buying SVP Tokens in relation with any illegal activity, including but not limited to money laundering and the financing of terrorism.

## **5. Issuing of SVP Tokens**

SVP Tokens will be issued by a technical process referred to as a «Blockchain».

This is an open source IT protocol over which SVPER has no rights or liability in terms of its development and operation.

The token distribution mechanism will be controlled by a Smart Contract: you will be able to find a copy of the Smart Contract on the Website. This involves a computer program that can be executed on the Ethereum network or on a blockchain network that is compatible with Smart Contract programming language.

The SVP Tokens will meet the Ethereum blockchain protocol standard, and will be subject, inter alia, to the operating conditions of the Internet computer network and the Ethereum blockchain protocol. SVPER has no control, right or liability over the operation of the protocol and the Ethereum network.

The SVP Tokens will be issued by SVPER or by a third party with SVPER's authorization according to the rules of the SVP Token Sale defined in the Schedule 2. Instructions will be posted on the Website.

SVPER has no control over and may not take any action against blockchain technology, the Ethereum network and the protocol, or the Smart Contract and its code in performance mode. Therefore, SVPER may not be held liable in any way for any feature that might affect the token passing scheme or ownership of the SVP Tokens sold, or that might hamper the client's ability to use the SVP Tokens, including display of the SVP Tokens in an electronic wallet compatible with the Ethereum token standard, or the assignment of these SVP Tokens to a third party.

The acquisition of SVP Tokens by transferring crypto-currencies to the Smart Contract comes under the Buyer's sole liability and will be subject to the terms and conditions of the protocol and the Ethereum network. As SVP Tokens are issued under a Smart Contract, the Company is not obliged to reimburse or compensate in any way any Buyer whose SVP Tokens have not been issued by the Smart Contract for any reason.

Once issued, the SVP Tokens may be freely assigned or transferred to third parties by the Client, in whole or in part, at their own initiative, in return for payment or free of charge. However, the Client shall be solely and fully liable for the conditions and consequences of such an assignment or transfer of the SVP Tokens in their possession. In particular, given that SVPER will have no control over such transactions, the Client may not claim against SVPER for any loss of their SVP Tokens due to any error of any kind that may occur during the transfer.

You can only transfer the purchase price in ETH, BTC , LTC, DASH, DOGE (hereafter referred as the "Accepted Currencies") or fiat. However you can contact us to propose to transfer the price in another cryptocurrency provided that it is listed on an exchange platform, but SVPER is free to agree or disagree with your proposal without justification.

Your purchase is not guaranteed until we receive the amount of the ETH, BTC , LTC, DASH or DOGE you sent to the individualised or Ethereum, Bitcoin or other compliant (Dash, Litecoin or Dogecoin) wallet address from your ERC-20 compliant wallet or Bitcoin, Dash, Litecoin or Dogecoin address you provided in your approved KYC Application. If we have not received your payment of within the SVP Token Sale, we reserve the right to void your purchase request and refuse to accept your payment. We reserve the right, in our sole discretion, to modify any of the timelines and procedures described herein to account for network congestion or other technical challenges.

SVPER has absolute discretion and may reject you and any amount of ETH/BTC/ DASH/LTC/DOGE you paid for any reason or no reason at all.

SVPER anticipates that SVP Tokens, based on the payments during the SVP Token Sale, will be generated, distributed and delivered at the latest at the same day as the Crowdsale Stage will end. SVPER reserves the right to extend the SVP token delivery date for up to two (2) additional weeks if necessary to address any unanticipated technical difficulties and issues or security issues.

If the funds raised during the SVP Token Sale all together do not reach the minimum target of 3 millions euro (three millions EUR) ("Soft Cap") by the termination of the SVP Token Sale, the Smart Contract will not deliver SVP Tokens to the Purchasers and will instead return the received payments from Purchasers, reduced by the amount of any transaction fees, to the wallet addresses provided by the respective Purchasers. In that circumstance, SVPER will have no further obligations to Purchasers, under these Terms and Conditions of Sale or any other agreement, after the Purchaser's payment is returned to the Purchaser's addresses provided in the KYC Procedure.

At any time during the SVP Token Sale and at its sole discretion, SVPER may, by notice on the Website, temporarily or permanently suspend the SVP Token Sale for technical, legal or security reasons and such suspension will take effect from the moment of publication of such notice until the same is updated or removed from the Website. You agree not to send any ETH, BTC, DASH, LTC or DOGE during such a suspension period and accept the risk that any ETH, BTC, DASH, LTC and DOGE sent during such a suspension period may be lost in its entirety. SVPER is not responsible or liable for returning or refunding any losses incurred by you as a result of your sending ETH, BTC, DASH, LTC or DOGE during a

suspension period. Moreover SVP reserves the right to change conditions set in Schedule 2, or suspend or cancel the SVP Token Sale for any reason, including technical or legal issues. You agree not to send any contribution after the cancellation of SVP Token Sale and accept the risk that any contribution sent during such time may be completely lost.

If SVPER at its sole discretion or as fulfilment of its obligations according to these Terms and Conditions of Sale returns your ETH/BTC/DASH/LTC/DOGE to you for any reason, you will be liable for any transaction fees and other costs related to such return or transaction.

## **6. Possible Migration of SVP Tokens**

SVP Tokens are being created on the Ethereum blockchain protocol. We reserve the right to migrate the SVP Tokens to another protocol and to generate replacement SVP Tokens on the new protocol in the future, should we in our sole discretion determine that doing so is necessary or useful for our operation or SVPER App.

Should we decide to migrate the SVP Tokens, we will notify you via the email address you provided to us during the KYC procedure.

## **7. Cancellation or Refusal of Purchase Requests**

All purchases of SVP Tokens from us and acceptances of SVP Tokens during the SVP Token Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation.

SVPER reserve the right to refuse or cancel SVP token purchase requests at any time in its sole discretion and without justification. To the greatest extent legally possible, you hereby waive any statutory or contractual right to withdraw from, or to rescind, these Terms and Conditions of Sale. In case that SVPER refuses or rejects a transfer from a Purchaser, the Company will exercise reasonable endeavours to procure that the transferred amount is returned to the Purchaser; however, SVPER do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such transfers.

SVPER expressly informs you that there is no statutory nor contractual right of withdrawal in relation to these Terms and Conditions of Sale. All your warranty rights are limited to the representation and warranties set out in section 15 of these TCS.

## **8. Security**

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send ETH, BTC, DASH, LTC or DOGE to SVPER and to receive and store SVP Tokens that are issued to you by the Smart Contract, 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 your SVP Tokens. SVPER shall not be held liable for any security measures relating to your receipt, possession, storage, transfer or potential future use of SVP Tokens nor will we be under any obligation to recover or return any SVP Tokens and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) SVP Tokens issued to you during the SVP Token Sale or after.

## **9. Intellectual Property Rights**

SVPER has valid and unrestricted ownership of rights to use the patents, trademarks, trademark registrations, trade names, designs, copyrights, know-how, technology and other intellectual property rights necessary to the conduct of the SVP Token Sale and its activities related to the SVPER App.

These Terms and Conditions of Sale, and the purchasing and holding of SVP Tokens, do not entitle or convey to the Buyer any right on the intellectual property rights used or owned by SVPER and on the intellectual property rights used in the SVPER App. There are no implied licenses under these Terms and Conditions of Sale or Token Sale, and any rights not expressly granted to you hereunder are reserved by SVPER.

SVPER will own exclusive rights on any feedback including, but not limited to, suggestions, ideas or other information or materials regarding SVPER App, Website, SVP Token Sale, and SVP Tokens, that you provide to SVPER, and you irrevocably and exclusively assign any and all intellectual property rights on such feedback unlimited in time, scope and territory (to the extent permitted by applicable laws) so that SVPER has the right to dispose of them without any limitations, including their transfer to any third party without seeking your consent. Any feedback you submit is non-confidential and will become the sole property of SVPER. SVPER will be entitled to the unrestricted use, reproduction (including in electronic form), modification (whereby you will not retain any rights on your original feedback), or dissemination of such feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You

waive any rights you may have to the feedback (to the extent permitted by applicable laws).

## **10. Forward looking statements**

The Website, and documents posted on the Website, including but not limited to, the Whitepaper may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “believes,” “expects,” “does not expect,” “is expected,” “targets,” “outlook,” “plans”, “scheduled,” “estimates,” “forecasts,” “intends,” “anticipates” or “does not anticipate” or variations of such words and phrases or statements that certain actions, events or results “may,” “could,” “would,” “might” or “will” be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of SVPER App and SVPER to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Although SVPER believes it has a reasonable basis for making these forward-looking statements, you must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur. By participating in the SVP Token Sale, purchasing, receiving and holding SVP Tokens, or using the Website, you acknowledge and agree that you fully understand and accept these risks, and to the extent permitted by applicable law, you agree that no other party will be held liable for any loss or damage arising out of, or in any way connected with your participation in the SVP Token Sale, and purchasing, selling, holding or using SVP Tokens.

## **11. Acknowledgment and assumption of Risks**

You acknowledge and agree that there are significant financial, regulatory, technical and other risks (including but not limited to those set out in Schedule 3 (Risk Warnings) to these Terms and Conditions of Sale), associated with purchasing, selling, holding, owning, and using SVP Tokens and participating in the SVP Token Sale.

By purchasing SVP Tokens you acknowledge, accept and assume all the risks described in Schedule 3.

You acknowledge and agree to participate in the SVP Token Sale and purchase SVP Tokens at your own risk. The points described in Schedule 3 apply to all Buyers. However, this brief statement does not disclose all of the risks associated

with acquiring SVP Tokens. You should, therefore, carefully consider whether such acquiring is suitable for you in light of your circumstances and financial resources. Please carefully consider your objectives, level of experience, and risk appetite before purchasing any SVP Token, and seek advice from independent advisors.

## **12. Representations and warranties of the Buyer**

By participating in the SVP Token Sale and transferring cryptocurrencies to SVPER to purchase SVP Tokens, you hereby represent and warrant the matters set out in Schedule 4 (Representations and warranties of the Buyer) to these Terms and Conditions of Sale.

## **13. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless SVPER, its subsidiaries, employees, representatives, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, affiliates, agents, representatives, predecessors, successors and assignees from and against all claims, demands, actions, damages, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) that arise from or relate to (i) any third-party claim concerning these Terms and Conditions of Sale, (ii) your use of, or conduct in connection with, the SVP Token Sale and SVPER App, (iii) any feedback you provide, (iv) your purchase, sale, acceptance or use of the SVP Tokens, (v) your responsibilities or obligations under these Terms and Conditions of Sale (vi) your violation of these Terms and Conditions of Sale, (vii) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it. If we are obligated to respond to a third-party or other compulsory legal order or process described above, you will also reimburse us for reasonable supplier fees, as well as our employees' and contractors' time and materials spent responding to the third-party or other compulsory legal order or process, at reasonable hourly rates.

SVPER reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section. This indemnity is in addition to any other indemnities set forth in a written agreement between you and SVPER.

You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involve SVPER as a result of these Terms and Conditions of Sale. SVPER may participate with counsel of its own choosing in any of the proceedings described above.

## 14. Disclaimers

- A. SVPER has not and will not provide you with any investment or other advice regarding the suitability of the SVPER App, Token Sale, SVP Tokens or related investment products. A Buyer will not solicit or rely upon (if given) any such advice from SVPER or any of its representatives, employees, agents or advisors. You have made your own judgments and decisions with respect to the SVPER App, Token Sale, SVP Tokens or related product independently and without relying on SVPER. Therefore, you assume full responsibility for all your investment decisions in connection with SVP Tokens. Neither SVPER nor any of its representatives, employees, agents or advisors shall incur any liability in connection therewith.
- B. Neither these Terms and Conditions of Sale nor the Whitepaper constitute a prospectus, offering document or private placement memorandum of any sort and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction and do not pertain in any way to (i) an initial public offering or a share / equity offering or (ii) an offering of securities in any jurisdiction. The SVP Tokens are not being structured or sold as securities or any other form of investment product.
- C. An SVP token does not have the legal status of a security, since it does not give any right to dividends or interest, any ownership right or stake share or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to SVPER, nor will SVP Tokens holders have any influence or rights in the development or governance of SVPER. An SVP Token is not a share and does not give any right to participate in the general meetings of SVPER.
- D. SVP Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future re-sale. All existing cryptographic tokens have demonstrated extreme fluctuations in price over short periods of time. There are no guarantees regarding the value of an SVP Token and there is no reason to believe that an SVP Token will increase in value. They may decrease in value or lose their value entirely. Furthermore, you may not be able to sell SVP Tokens in any market: SVPER does not guarantee any market liquidity for SVP Tokens.
- E. No regulatory authority has examined or approved of any of the information set out in these Terms and Conditions of Sale, the Whitepaper and the Website. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these Terms and Conditions of Sale, the Whitepaper and the

Website do not imply that applicable laws, regulatory requirements or rules have been complied with.

- F. While every effort will be made by SVPER to ensure that information contained in the Whitepaper, the TCS or on the Website is correct, SVPER disclaims (to the extent permitted by applicable laws) all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information in such documents and regarding SVP Tokens and the SVPER App.

## **15. Exclusion of Warranties and Limitation of Liability**

The SVP Tokens are provided «as is» and «as available» without any explicit or implied warranty or liability of any kind.

You take the whole responsibility and risks in regard to purchasing, holding, using and selling SVP Tokens, including but not limited to, all risks disclosed in Schedule 3.

To the fullest extent permitted by applicable law, in no event will the Company, its representatives and its affiliates be liable to you or anyone else for any direct, indirect, special, consequential, incidental or other damages or losses of any kind (including, but not limited to, loss of revenue, income or profits, loss of use or data, loss of software or hardware, or damages for business interruption) arising out of or in any way related to purchasing, holding, using or selling SVP Tokens or otherwise related to these Terms and Conditions of Sale, regardless of the form of action, whether based in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable), and

In no event will the aggregate liability of the Company, its representatives and its affiliates (jointly), arising out of or relating to these Terms and Conditions of Sale, the purchase, sale or use of or inability to use the SVP Tokens, exceed the amount you pay to us for the SVP Tokens.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of the Company.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

## **16. Release**

To the fullest extent permitted by applicable law, you release SVPER, its representatives and affiliates, from any 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 the Parties or participants in the SVP Token Sale, or any third parties. You expressly waive any rights you may have under any relevant law or legal principle that would otherwise limit the coverage of this release.

## **17. Taxation**

Any amounts that you pay for SVP Tokens are exclusive of all applicable taxes. You are solely responsible for determining whether your purchase of SVP Tokens, the creation, ownership, use, sale, transfer or liquidation of SVP Tokens, the potential appreciation or depreciation in the value of SVP Tokens over time (if any), the allocation of SVP Tokens and/or any other action or transaction contemplated by these Terms and Conditions of Sale or related to the SVPER App will give rise to any tax implications for you.

It is also your sole responsibility to withhold, collect, report and pay any and all taxes to the appropriate tax authorities in such jurisdiction in which you may be liable to pay tax. SVPER will not be responsible for withholding, collecting, reporting, and paying any taxes (including, but not limited to, any income tax, capital gains tax, stamp duties, sales tax, value added or similar tax) which may arise from your acquisition of SVP Tokens under or in connection with these TCS.

## **18. Communication**

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that we provide in connection with use of the Website, Token Sale, these Terms and Conditions of Sale or the SVPER App. You agree that we may provide these communications to you by posting them on the Website or by emailing them to you at the email address you provide in your KYC Application. Any email communication will be considered to be received by you within 24 hours after it is sent and communication on our Website will be effective upon posting. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy.

It is your responsibility to keep your email address updated so that your current email address is communicated to us and we can communicate with you electronically. You understand and agree that if we send you an electronic

communication but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, you will be deemed to have received the communication nonetheless. You can update your Personal Information (including email) any time by sending an email to [support@svper.com](mailto:support@svper.com).

You may give us a notice under these Terms and Conditions of Sale by sending an email to [support@svper.com](mailto:support@svper.com). or by contacting SVPER through the support function on the Website. All communication and notices pursuant to these Terms and Conditions of Sale must be given in English.

## **19. Privacy policy**

SVPER shall not use, process or transfer Buyer's personal data beyond the limits permitted by the TCS and laws. Unless you select otherwise, the information provided to SVPER will not be visible to the public or other community members.

Before participating in the SVP Token Sale and/or acquiring SVP Tokens you might have to provide certain personal information about yourself (this may include, but is not limited to, your name, contact details, date of birth, residency, or any other information, that may be required to meet the legal requirements according to the applicable laws or regulations as of the moment of requesting the information) to enable us to verify your identity, including for KYC and AML procedures.

SVPER may determine, in its sole discretion, the list of information, that shall be requested about you (this may include, but is not limited to, your name, contact details, date of birth, residency, or any other information, that may be required to meet the legal requirements according to the applicable laws or regulations as of the moment of requesting the information) in order to comply with the current or future applicable laws or regulations in connection with selling SVP Tokens to you.

You agree to provide us all information, stated above, promptly upon request and acknowledge that SVPER may refuse to provide you with the right to use SVP Tokens until you provide such requested information and SVPER has determined that it is permissible to provide you with the right to use SVP Tokens under applicable laws or regulations. Definite information scope and the concrete tools, means of information request are defined in SVPER's sole discretion after these TCS are deemed to be concluded and after the SVP Tokens are purchased. Definite information scope and the concrete tools, means of information request may vary depending on the number of Tokens purchased or depending on the other circumstances, defined by SVPER.

Apart from everything else, you agree that, in case if SVPER limits your rights to use SVP Tokens, because of the non-provision of the information, required under KYC or AML policy in accordance with SVPER's request, SVPER shall not be deemed to breach these TCS.

SVPER performs KYC and AML procedures. If you supply SVPER with the personal information described above and any other personal data (including IP address), you agree that SVPER will therefore process your information for KYC and AML purposes, and can provide your information to the state authorities in the countries SVPER operates.

The data that SVPER collect from you will be transferred to, and stored at Mauritius and may be transferred and/or stored to other places outside Mauritius. It may also be processed by staff, operating outside Mauritius, who works for SVPER or for one of its service providers.

Company will process your personal data in accordance with the laws of the Republic of Mauritius and you agree that we, as the data controller, may directly or through our service providers or agents process your personal data for any one or more of the following purposes (i) the purchase of SVP Tokens pursuant to these TCS, (ii) providing you with information about us and our range of services, (iii) compliance with relevant 'Know Your Client' and Anti-Money Laundering requirements under applicable law, (iv) management of enquiries and complaints, (v) processing of transactions related to the SVP Token Sale, (vi) opening, maintaining or operating a bank account in the Company's name, (vii) resolving any disputes with you, (viii) producing summary information for statistical, regulatory and audit purposes; or any other reasonable purposes in accordance with applicable law.

You have a right to access your personal data held by us, and it is your responsibility to inform us of any changes to your personal data to ensure such data remains accurate. You also have a right to object to your personal data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

By submitting any of your personal data, you agree to this transfer, storing, or processing. SVPER will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these TCS.

Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to). If you follow a link to any of these websites, please note that these websites and any services

that may be accessible through them have their own privacy policies and that We do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## **20. Applicable Law and Dispute Resolution**

All disputes or claims arising out of or in connection with these Terms and Conditions of Sale or in connection with SVP Tokens shall be governed by and construed and enforced in accordance with the laws of the Republic of Mauritius, and shall be settled in the courts of law of Port-Louis (Mauritius).

## **21. Miscellaneous**

- A. **Complete Agreement:** These TCS (including all schedules to these Terms and Conditions of Sale), constitute the entire agreement between you and us with respect to the purchase and sale of SVP Tokens and supersedes any and all previous written or oral statements between you and us, including but not limited to any marketing, promotional or other material about the SVPER App, SVP Tokens, or other matters related to SVPER. No provision of these TCS will be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision.
- B. **No waiver:** The failure of SVPER to require or enforce strict performance by you of any provision of these TCS or failure to exercise any right under these TCS shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these TCS shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in this these TCS, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be deemed a modification of these TCS nor be legally binding, unless documented in physical writing, and executed by you and a duly appointed officer of the Company.
- C. **Severability:** If any term, clause or provision of these TCS is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these TCS and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these TCS.

- D. **Force majeure:** SVPER is not liable for failure to perform solely caused by: unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the Party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The Party experiencing the force majeure circumstances shall cooperate with and assist the injured Party in all reasonable ways to minimize the impact of force majeure on the injured Party.
- E. **Assignment:** SVPER may, at its sole discretion, assign its rights and / or delegate its duties under these TCS. You may not assign your rights or delegate your duties, and any assignment or delegation without our written consent, which we may withhold at our sole discretion, will be void.
- F. **SVPER App:** You acknowledge and accept that SVPER reserves the right, at its own and complete discretion and at any time to modify or to temporarily or permanently suspend or eliminate the SVPER App, and/or disable any access to the SVPER App for any reason.
- G. **Updates:** The TCS may be updated with or without notice from time to time and the version available at the Website on a given date will be considered as the governing document for any incidents arising on that date. Therefore we reserve the right to make changes, amendments, supplementations or modifications to these TCS and all terms incorporated herein by reference at any time in our sole discretion and for any reason. An update of the TCS on the Website will be considered as valid notice to everyone and all Buyers and interested parties are requested to visit the Website regularly to update themselves about the latest updates to the TCS. If you've already signed the TCS, you will receive by email notice of such changes. If you do not inform us in writing of your rejection of these changes within 15-days after we provide you a notice of change by email, you will be taken to have agreed to the changed TCS.
- H. **No partnership:** neither the purchase of SVP Tokens nor the TCS create any form of partnership, joint venture or any other similar relationship between you and us. The purchase of SVP Tokens or the TCS does not create any exclusive dealing between the Buyer and the Company, or employment or agency relations.

- I. **Discrepancy:** various information is given in the Whitepaper or on the Website: in case of conflict or inconsistencies between the TCS and the Whitepaper or the Website, the TCS will prevail.

Parts of these TCS will be automatically executed by the Smart Contract. In the event of any inconsistency, the TCS are the original source of the rights and obligations and the Smart Contract serves only for the automatic execution of these TCS. In a case of conflict or inconsistencies between the TCS and the Smart Contract, the TCS will prevail.

The information contained herein may from time to time be translated into other languages. In the event of any conflicts or inconsistencies between such translation, this English version shall prevail.

# SCHEDULE 1

## FUNCTIONALITY AND SPECIFICATIONS OF SVP TOKENS

We have designed our SVP token as a true utility token that will enable the use of some of the SVPER App functions and act as a value holder in our loyalty programs. For these reasons, we are trying to distribute tokens to as broad a community as possible, as it will enable a healthy economy to develop SVPER App.

### INTENDED FUNCTIONALITY OF SVP TOKENS WITHIN THE SVPER APP

SVP token is required for all the transactions within the platform, including the following functions of the SVPER App:

- SVPER VIEW
- SVPER INVITE
- SVPER TRIP
- SVPER SEARCH
- SVPER ACTIVE
- SVPER RSVP

### POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF SVP TOKENS

Please note that we are in the process of undertaking a technical, legal and regulatory analysis of the functionality of SVP Tokens. Following the conclusion of this analysis, we may unilaterally decide to amend the intended functionality of SVP Tokens in order to ensure compliance with any legal or regulatory requirements to which we are subject. We will publish a notice on the SVPER's website of any changes that we decide to make to the functionality of SVP Tokens and it is your responsibility to regularly check the Company's website for any such notices. Following the conclusion of this analysis, we will decide whether or not to change the functionality of SVP Tokens.

## **LEGAL SPECIFICATIONS OF SVP TOKENS**

### **1. SVP Token is a cryptographic utility token**

SVP Token is a cryptographic utility token issued and controlled by SVPER.

SVP Tokens are exclusively used and accepted within SVPER App to grant access to all the features and options of SVPER App, and to fuel interactions within the SVPER App and between SVPER users.

The full experience on the SVPER App is only available for SVP Tokens holders.

### **2. SVP Token is not a security or a financial instrument**

SVP token do not represent an investment in a security or financial instrument, or an initial public offering, in any jurisdiction.

If you determine that SVP Tokens may constitute securities subject to regulation in any country, we strongly advise you not to acquire them and suggest you immediately notify us of such possible risk.

### **3. SVP Token is not a share or interest in SVPER**

SVP Token do not grant to their owners any equity rights, corporate controlling or managing rights, dividend rights, the right to receive the property of the Company when it is liquidated and any other rights essentially similar to shareholder's rights of the Company.

Based on the Howey test, the SVP Tokens should not be deemed as securities or a collective investment scheme:

- the SVP Tokens do not grant to the Buyer any voting or ownership rights in the Company;
- the SVP Tokens do not grant to the Buyer any freehold interest in the property, participatory interests or intellectual property rights in the Company;
- the SVP Tokens do not grant to the Buyer any profit and passive income from their ownership.

SVPER token holders are not entitled to any guaranteed form of dividend, revenue, distribution, profit, capital gain, interest, or voting right.

#### **4. SVP Token is not a digital currency or a payment service**

SVP Token can be used only within SVPER App, and does not have a fixed exchange value equal to the amount delivered at the time of its issue.

SVPER business does not consist in receiving currencies against the delivery of SVP Tokens.

#### **5. SVP Token is not a debt instrument**

SVP Token is neither loan, bonds or debt instrument of any kind granted to SVPER.

#### **6. SVP Token is non-refundable.**

SVPER is not obliged to provide SVP Token holders with a refund related to SVP Token for any reason, and token holders will not receive money or other compensation as a refund.

No promises of future performance or value are or will be made in respect to SVP Token, including no guarantee that SVP Token will hold any particular value outside SVPER App.

# SCHEDULE 2

## SVP TOKEN SALE

SVP token (symbol: SVP) is an ERC-20 utility token that will conform to the Ethereum blockchain protocol. It will be controlled by a Smart Contract and deployed on the Ethereum blockchain. SVP Tokens will initially be available in exchange for Ether (ETH), Bitcoins (BTC), Dash (DASH), Litecoin (LTC) or Dogecoin (DOGE) during the SVP Token Sale.

### MAIN TOKEN DETAILS:

- Symbol: SVP
- Role of SVP token: Utility
- Blockchain: Ethereum
- Token standard: ERC-20
- Total SVP token supply (100%): 1,000,000,000 SVP
- Total SVP token supply for sale (70%): 700,000,000 SVP
- SVP decimals: 7
- Initial SVP token price: € 0,06 (EUR)

### TOKEN SALE STAGES:

- Public Pre-sale Stage: September 17th, 2018 (10:00 GMT+1) – October 21st, 2018 (09:59 GMT+1) or until targeted sum is reached.
- Public Crowdsale Stage: November 1st, 2018 (10:00 GMT+1) – December 31st, 2018 (09:59 GMT+1) or until targeted sum is reached.

### PURCHASERS:

Every Purchaser is welcome to participate in any phase of the token offering, subject to eligibility conditions provided in section 3 of the TCS. The Purchasers must be approved through our KYC & AML Procedures. The KYC & AML Procedures will be conducted through the following link: <https://svper.plkn.io> (or other link provided by SVPER).

## **PUBLIC PRE-SALE STAGE DETAILS:**

### **1. Public Pre-Sale dates:**

September 17th, 2018 (10:00 GMT+1) – October 22st, 2018 (09:59 GMT+1) or until targeted sum is reached.

### **2. Bonus:**

- a. **30% of additional SVP Tokens** from September 17th, 2018 (10:00 GMT+1) to September 24rd, 2018 (09:59 GMT+1);
- b. **20% of additional SVP Tokens** from September 24th, 2018 (10:00 GMT+1) to October 1st, 2018 (09:59 GMT+1);
- c. **15% of additional SVP Tokens** from October 1st, 2018 (10:00 GMT+1) to October 8th, 2018 (09:59 GMT+1);
- d. **10% of additional SVP Tokens** from October 8th, 2018 (10:00 GMT+1) to October 15th, 2018 (09:59 GMT+1);
- e. **5% of additional SVP Tokens** from October 15th, 2018 (10:00 GMT+1) to October 22th, 2018 (09:59 GMT+1).

3. Target amount of distributed SVP Tokens: 150,000,000 SVP

4. Minimum amount: € 10,000 (EUR)

5. Maximum amount: € 100,000 (EUR)

6. Any unsold tokens are transferred to the next stage.

## **PUBLIC CROWDSALE:**

### **1. Public Crowdsale Dates:**

Public Crowdsale Stage: November 1st, 2018 (10:00 GMT+1) – December 31st, 2018 (09:59 GMT+1) or until targeted sum is reached.

2. **Bonus:** 0 % of additional SVP Tokens.

3. Target amount of distributed SVP Tokens: 400,000,000 SVP and unsold tokens from the Pre-Sale Stage.

4. Minimum Target sum of proceeds (Soft Cap): € 3 000 000 (EUR)

5. Maximum Target sum of proceeds (Hard Cap): € 35 000 000 (EUR)

6. Minimum amount: €50 (EUR) or 0.1 ETH

7. Maximum amount: no limit

8. Unsold tokens are burned.

Transactions in ETH received after the public crowdsale phase targeted sum or hard cap has been reached will be bounced or returned to the sending Ethereum address, reduced for the transactional costs (gas).

The minimum target (soft cap) for the Crowdsale Stage is set to 3 million euro. If transfers through all phases collectively do not reach the minimum target, SVPER will not be able to access these funds and all Purchasers will receive a refund to their Ethereum addresses.

The Smart Contract will generate SVP Tokens after the end of the ICO. Once the Crowdsale Stage reaches its hard cap or closes on December 31st, 2018 (09:59 GMT+1) (with the hard cap not yet reached but the soft cap completed), the SVP Tokens will be distributed to the Purchaser and locked (non-transferable) in due time. After successful validation of the crowdsale process, SVP Tokens will be unlocked and become transferable.

## **SVP TOKENS DISTRIBUTION:**

Out of 1,000,000,000 SVP Tokens:

- up to 700,000,000 SVP Tokens (70%) will be distributed to the Purchasers in the SVP Token Sale;
- up to 100,000,000 SVP Tokens (10%) will be distributed to the SVPER team and Founders;
- up to 150,000,000 SVP Tokens (15%) will be distributed to the SVPER DVPT funds and Reserve;
- up to 50,000,000 SVP Tokens (5%) will be distributed to the Advisors.

## **SVP TOKENS LOCKUP PERIODS:**

- Tokens allocated to the team and founders will have a lockup period of 2 years;
- Tokens allocated to the advisors will have a lockup period of 6 months for 50% of their SVP Tokens, and 1 year for the other 50%;
- Tokens allocated to the community during the public sale will not have a lockup period.

# SCHEDULE 3

## RISK WARNINGS

The purchase of SVP Tokens poses several material risks to Buyers, including but not limited to the risk of losing all amounts exchanged for SVP Tokens.

Only Buyers who are fully aware of these risks, and who can afford to lose all amount spent in SVP Tokens, should participate in the SVP Token Sale.

The risks and uncertainties described below are not exhaustive: prior to acquiring SVP Tokens, a prospective buyer should consult with his own investment, legal, tax, regulatory, financial, accounting, and other advisors to determine all the potential risks, benefits, burdens, and other consequences of such a transaction.

Each potential Purchaser of SVP Tokens should carefully consider the following information about these risks before he decides to buy SVP Tokens.

By purchasing, selling, holding, owning, and using SVP Tokens and participating in the SVP Token Sale, you expressly acknowledge and assume risks described below, and you acknowledge and accept that the Company will have no liability and give you no warranty regarding the consequences of the following risks:

### **1. Risk associated with Ethereum**

The concept of a token smart contract which implements the mechanism of creation and distribution of SVP Tokens, and the underlying software application are based on the Ethereum blockchain protocol. Blockchains are still in an early development stage and unproven. There is no representation and warranty that the process for creating the SVP Tokens will be uninterrupted or error-free. There is an inherent risk that the Ethereum protocol could contain weaknesses, vulnerabilities or bugs causing, inter alia, the malfunction or the loss of SVP Tokens. Any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on SVPER or SVP Tokens. Moreover, advances in cryptography, or technical breakthrough such as the development of quantum computing, could result in the theft or loss of SVP Tokens, or the inefficiency of Ethereum protocol.

### **2. Blockchain Risk**

Blockchains are prone to periodic congestion and block production can occur at random times, during which transactions can be delayed or lost. You

acknowledge and understand that the Ethereum blockchain may not include your transaction when you want or that your transaction may be delayed or not be included at all.

### **3. Risk of security weaknesses**

As with other decentralized cryptographic tokens, Ethereum is vulnerable to mining attacks, including but not limited to, dual-expense attacks, powerful mining attacks, selfish mining attacks, and critical competition attacks. Any successful attack presents a risk to the token smart contract, the expected performance and sequencing of SVP Tokens transaction and your SVP Tokens.

Furthermore, because the SVPER App is based on open-source software, there is a risk that a third party or a member of SVPER may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructure of SVPER App, which could negatively affect SVPER App and SVP Tokens or interfere with the use or cause the loss of your SVP Tokens.

### **4. Risk of Loss of Credentials**

Private keys or credentials, are necessary to control and dispose of SVP Tokens stored in your digital wallet or vault. Accordingly, loss of the credentials associated with your digital wallet or vault storing SVP Tokens will result in loss of such SVP Tokens. Moreover, any third party that gains access to such credentials, including by gaining access to login credentials of a hosted wallet service you use, may be able to steal your SVP Tokens.

### **5. Risk of theft and hacking.**

Hackers or other malicious groups or organizations may attempt to interfere with your digital wallet, the SVPER App, SVP Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, smurfing and spoofing. You hereby consent that the Company is not to be held responsible for any kind of damage that you may suffer as a result of the aforementioned.

### **6. Internet transmission risks.**

You acknowledge that there are risks associated with using the SVP Tokens including, but not limited to the failure of hardware, software, and Internet connections. You acknowledge that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website, the SVPER App, and the SVP Tokens, howsoever caused.

## **7. Risk of Incompatible Wallet Service.**

The wallet or wallet service provider used for the acquisition and storage of the SVP Tokens has to be technically compatible with the SVP Tokens. Failure to assure this may have the result that you will not gain access to your SVP Tokens.

## **8. Risks Associated with Exchange Markets**

SVP Tokens are intended to be used solely within SVPER App, and SVPER will not support or otherwise facilitate any secondary trading or external valuation of SVP Tokens.

Even if secondary trading of SVP Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation.

Furthermore, to the extent that third parties do ascribe an external exchange value to SVP Tokens such value may be extremely volatile, not transparent, and highly speculative. SVP Tokens do not hold any ownership rights to SVPER's assets and, therefore, are not backed by any tangible asset. There is a high risk that a SVP Token could lose its entire value and diminish to zero.

## **9. Risk of illiquidity or low liquidity**

SVP Tokens may have no value out of their use within SVPER App and there is no guarantee or representation of liquidity for SVP Tokens.

SVPER is not and shall not be responsible for or liable for the market value of SVP Tokens, the transferability and/or liquidity of SVP Tokens and/or the availability of any market for SVP Tokens through third parties or otherwise.

SVP Tokens are Non-Refundable. Company is not obliged to provide SVP Token holders with a refund related to the SVP Tokens for any reason, and Token holders will not receive money or other compensation as a refund. No promises of future performance or price are or will be made in respect to the SVP Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the SVP Tokens will hold any particular value.

## **10. Risk of loss of value**

Value of the SVP Tokens may fluctuate, and get down to 0, and their users might suffer loss in value of such acquired tokens up to the full amount disbursed. There might be different reasons that would cause unfavourable fluctuations of the value of the SVP Tokens.

## **11. Risk of an uninsured losses**

Unlike bank accounts or accounts in other regulated financial institutions, funds held through SVP Tokens or blockchains network are generally uninsured. At present, there are no public or private insurance agents providing buyers with coverage against a loss of SVP Tokens or a loss of value of SVP Tokens.

SVP Tokens are not backed by any government or authority, transactions may not be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be.

## **12. Risk of competition**

SVPER App may find itself in competition with alternatives platforms or applications, including unofficial applications based on the same open source code and open source protocol, which could potentially adversely impact SVPER and SVP Tokens.

## **13. Risk of a lack of interest**

Even if the SVPER App is finished and launched, there is a risk that SVPER App may not be used by a large number of people, or that there may be limited public interest in SVPER App. Such a lack of interest could impact on the development of SVPER and, therefore, on the uses or potential value of SVP Tokens.

## **14. Risks associated with the development and maintenance**

The SVPER App is still under development and may undergo significant changes over time. Although we intend to follow the specifications set forth in the Whitepaper and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the SVP Tokens or SVP app for any number of legitimate reasons, including but not limited to changes in design, technology, regulation, features, implementation, or execution.

This could create the risk that the SVP Tokens or SVP app, as further developed and maintained, may not meet your expectations at the time of purchase.

Furthermore, despite our good faith efforts to develop and maintain SVPER App in good conditions, it is still possible that the SVPER App will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact SVPER and SVP Tokens.

## **15. Risk of failure of the project**

SVPER App, SVP Tokens and all of the matters set forth in this White Paper are new and untested. Buyer of SVP Tokens should not rely on the completion of the SVPER App.

SVPER App, and SVP Tokens might not be capable of completion, creation, implementation or adoption for a number of reasons including, but not limited to, change in technology, lack of interest from the public, lack of funding, lack of commercial success or prospects, departure of key personnel, failure of business relationships, third party claims, unfavourable fluctuation in SVP Tokens value.

In such a case, the SVPER project may not be launched or implemented, and SVPER may be dissolved, with no refund of SVP Tokens. In such a case, the SVP Token value would most likely be equal to ZERO.

## **16. Uncertain Regulatory Framework.**

The regulatory status of cryptographic tokens, digital assets, and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate such technologies.

It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications such as the publication of restrictive or negative laws or opinions, the issuing of injunctions by national regulators, the initiation of regulatory actions or investigations, including but not limited to restrictions on the use or ownership of digital tokens such as SVP Tokens.

Such changes could negatively impact the SVP Tokens in various ways, including, for example, through a determination that the SVP Tokens are regulated instruments that require registration.

SVPER may cease the distribution of the SVP Tokens, the development of SVPER, restructure or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.

The Company does not give warranties or guarantees that the SVP Tokens are not a security in all jurisdictions or are not regulated in all jurisdictions.

Every Buyer has the obligation to check if the acquisition, holding and disposal of the SVP Tokens are legal in its jurisdiction, and you buy SVP Tokens under your sole responsibility and at your own risk.

## **17. Risk of government action.**

Cryptographic tokens such as SVP Tokens are a new and untested technology and may be subject to investigations or enforcement actions of governmental authorities, which may lead to judgments, settlements, fines or penalties. The legal ability to provide or hold SVP Tokens and use the SVPER App in some jurisdictions may be eliminated by future regulation or legal actions.

Therefore, SVPER may be obliged to restructure his project, restrict or cease offering certain products or services, which may, in turn, have a material adverse effect on the SVP Tokens or SVPER.

## **18. Failure to obtain, maintain or renew Licenses and Permits.**

Although as of the date of starting of the SVP Token Presale there are no statutory requirements obliging SVPER to receive any licenses and permits necessary for carrying out its activity, there is the risk that such statutory requirements may be adopted in the future.

In this case, SVPER's business will depend on the continuing validity of such licenses and permits and its compliance with their terms.

SVPER may cease the distribution of the SVP Tokens, the development of SVPER or cease operations, or may also elect to change of country and jurisdiction in the event that SVPER is not able to meet such new statutory requirements at reasonable costs and in a reasonable timing.

## **19. Taxation**

The tax regime of cryptographic tokens is uncertain. You must seek your own tax advice in connection with purchasing, using, holding and selling SVP Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

You bear the sole responsibility for determining or assessing the tax implications of purchasing, using, holding and selling SVP Tokens in all respects and in any relevant jurisdiction.

## **20. Unanticipated Risks**

Cryptographic tokens such as SVP Tokens are a new and untested technology. In addition to the risks included hereabove, there are other risks associated with purchasing, holding, using and selling SVP Tokens, that SVPER cannot predict. Such risks may further materialize as unanticipated variations or combinations of the risks stipulated herein.

# SCHEDULE 4

## REPRESENTATIONS AND WARRANTIES

By purchasing SVP Tokens and accepting these Terms and Conditions of Sale, you, the Buyer, hereby represent and warrant that:

1. you have read and understood these Terms and Conditions of Sale (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these Terms and Conditions of Sale, to enter into a binding agreement with SVPER and to perform the obligations set out herein;
3. the acceptance of these Terms and Conditions of Sale and the entry into a binding agreement with SVPER will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of your incorporation or organisational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on you by any court or governmental or regulatory authority; (iii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;
4. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
5. you are fully aware of all the legal norms and technical constraints relating to the purchase, possession and use of cryptographic tokens based on blockchain technologies, such as SVP Tokens;
5. you have obtained sufficient information about the potential future use and functionality of SVP Tokens to make an informed decision to participate in the SVP Token Sale pursuant to these Terms and Conditions of Sale (please refer to Schedule 1);
6. you understand that SVP Tokens confer only a limited potential future expectation to use and interact with the SVPER App, and that SVP Tokens confer no other rights of any kind with respect to SVPER and the SVPER App, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

7. if you are an individual (i.e. a natural person), you are at least 18 years of age, you have sufficient legal capacity according to the laws of the country in which you reside to accept these Terms and Conditions of Sale and to enter into a binding agreement with us on the terms set out herein, you are not acting as a consumer, and you are not a Restricted Person;
8. if you are purchasing SVP Tokens as a corporate entity including, without limitation, any company or partnership (or other type of legal entity that is not a natural person), such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established, and you are not a Restricted Person;
9. you are not purchasing SVP Tokens for or on behalf of an entity or person;
10. you will fully comply with the KYC & AML Procedures as described in Section 4, and the procedures of SVP Token Sale as described in Section 5 and Schedule 2 and provide us with any true, exact and current information and data we request from you.
11. you are purchasing SVP Tokens to potentially use and interact with the SVPER App at a future point in time. You are not making a transaction under these Terms and Conditions of Sale for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
12. any transfer to be made by you for the purchase of SVP token is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities and you allow us to conduct appropriate anti-money laundering checks and you understand and accept that we may at any time reject any purchase on the basis of simple suspicion that the funds for purchase derive from illegal acts or that anti-money laundering regulation has not been complied with, without any explanation;
13. you will not use SVP Tokens to finance, engage in, or otherwise support any unlawful activities or in any other manner inconsistent with these Terms and Conditions of Sale;
14. you will use SVP Tokens as intended on the SVPER App;
15. amounts in ETH:BTC will be transferred to SVPER from an ERC-20 compliant wallet and / or address that: (i) is registered in your name and under your sole control or registered in the name and under the sole control of a person who is duly authorised by you to make a purchase on your behalf; and (ii) is not located in or is not registered in the name of a person located in or resident of any country or territory of Restricted Areas;

16. purchasing SVP Tokens under these Terms and Conditions of Sale is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any purchase will be made in full compliance with applicable laws (including, but not limited to, any tax obligations to which you may be subject in any relevant jurisdiction);

17. you are not a citizen or resident of, or domiciled in, Restricted Areas or making a purchase of SVP Tokens from a location in Restricted Areas, nor are you an entity (including, but not limited to, any company or partnership) incorporated, established or registered in or under the laws of Restricted Areas, nor are you purchasing SVP Tokens for or on behalf of any such person or entity; and you will not transfer any SVP Tokens to Restricted Areas;

18. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;

19. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of SVP Tokens;

20. you will provide us with details of a Ethereum wallet that supports the ERC-20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as SVP Tokens);

21. you engage or expect to engage in a meaningful number of cryptocurrency or other transactions (such as e-commerce transactions) involving token exchanges or traditional financial institutions, and you understand and accept the risks of participating in token sales relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your purchase does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the purchase made under these Terms and Conditions of Sale;

22. you understand that SVP Tokens are solely rights to access and use services and products on the SVPER App, and do not have any attribute that provides the holder with equity, creditor or similar rights. SVP Tokens should not be considered investments of any type, including but not limited to, any form of currency or security, and you should not expect profits of any type from acquiring SVP Tokens nor acquire SVP Tokens for any type of investment purpose;

23. you acknowledge you fully understand the contents of the documents provided by SVPER on its Website and you are participating in the SVP Token

Sale in full acceptance of the risk of the failure of the SVPER App and hence the inability to use SVP Tokens;

24. you are aware of the risk that even if all or parts of the SVPER App are successfully developed and released in full or in parts, due to a lack of public interest, the SVPER App could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of ETH to an SVPER Wallet, the creation of SVP Tokens by the Smart Contract and / or and the acceptance of SVP Tokens carry significant financial, regulatory and / or reputational risks, including the complete loss of value of created SVP Tokens, if any, and associated features of the SVPER App;

25. you have carefully reviewed the code of the Smart Contract located on the the Ethereum blockchain and fully understand and accept the functions as further described in Schedules 1 and 2;

26. you are making a purchase of SVP Tokens primarily to secure an early right to use the SVPER App and in doing so support the development, testing, deployment and operation of SVPER App, being aware of the risks associated with it (as further described in Schedule 3 to these TCS), and are not purchasing SVP Tokens for any speculative, investment or other financial purposes;

27. you have the knowledge, expertise, and experience in financial matters to evaluate the risks of purchasing SVP Tokens and / or you have consulted your legal, financial, tax or other professional advisor(s);

28. you can bear the risk of loss of your entire SVP token acquisition;

29. you will waive the right to participate in a class action lawsuit against SVPER, its founders and team members or any entity or individual involved in the SVPER project;

30. you understand that you do not have any right against SVPER, its founders and team members or any other party to any refund of your purchase of SVP Tokens during the SVP Token Sale;

31. you understand that you bear the sole responsibility to determine if your purchase and acquisition of SVP Tokens, use of SVP Tokens and the potential appreciation or depreciation in the value of SVP Tokens over time, the sale and purchase of SVP Tokens and / or any other action or transaction related to SVP Tokens, SVPER or the SVPER App have tax implications for you;

32. all of the above representations and warranties are true, complete, accurate and not misleading from the time of your acceptance of possession of these Terms and Conditions of Sale.