



***Terms and Conditions for XRED Crowdfunding***

## Introduction

These Terms and Conditions (hereinafter the “Terms”), Privacy Policy and any Terms and Conditions published from time to time on the Website (being <https://xred.co/>, crowdfunding dashboard, all subdomains and all their respective pages) constitute the legal relationship and agreement between you, the Donator, and Zulkvek Ltd (hereinafter the “XRED” Foundation), registered in Belize, No. 35 New Road, P.O.Box 1708, Belize City, Belize, C.A, in respect of your participation in the Crowdfunding, receiving and holding Tokens, and your use of the Website.

## Glossary

“**Affiliate**” means in respect of a person (hereinafter the “First Person”), any other person which directly or indirectly through one or more intermediaries:

- (a) Controls the First Person;
- (b) is Controlled by the First Person; or currently
- (c) is under common Control with the First Person.

“**Blockchain vote**” means a technology, which allows holders of the Tokens to participate in decision-making process regarding important managerial questions.

“**End of Pre-sale Time**” means 00:00 GMT on October 16, 2017.

“**Commencement Time**” means 00:00 GMT on November 1, 2017.

“**Closing Time**” means 00:00 GMT on December 15, 2017.

“**Control**” or “**to Control**” means, with respect to any person, the possession, directly or indirectly (including through any number of interposed persons), of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise and Controlled has a corresponding meaning.

“**Crowdfund**” or “**Crowdfunding**” means the crowdfunding process by which Zulkvek Ltd will receive Donations for the development of XRED Foundation project.

“**Donator**” means you, the legal or natural person participating in the Crowdfunding.



The Tokens have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold in the United States or to or for the benefit of US persons (as defined in Regulation S under the Securities Act) unless they are so registered, or an exemption from the registration requirements of the Securities Act is available. One such exemption allows the resale of Tokens purchased for their own account and for investment purposes only by investors who (i) are not otherwise affiliated with XRED Foundation, (ii) have been exposed for some time to the economic risks that ownership of Tokens entails, and (iii) are not part of the distribution of the Tokens.

**“Donation”** means funds which Donators send to XRED Foundation in exchange for XRED Tokens according to the current exchange rate.

**“Ethereum”** or **“ETH”** means the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

**“Financial model”** means a forecast and analysis of the cash flows of the Zulvek Ltd and available on the Website at [https://xred.co/business\\_model](https://xred.co/business_model)

**“Force Majeure Event”** means any event or circumstance which:

1. is not within the reasonable control of Zulvek Ltd or any of their subcontractors;
2. directly or indirectly and alone or when taken together with any other such events, causes Zulvek Ltd to fail to develop XRED Foundation or any aspect of XRED Foundation; and
3. is not reasonably able to be prevented by Zulvek Ltd taking reasonable precautions and cannot reasonably be circumvented by Zulvek Ltd.

**“Loss”** means damages, claims, applications, loss, injuries, delays, accidents, costs, business interruption, expenses (including, without limitation, counsel’s or legal fees or the costs of any claim or suit), any incidental, direct, indirect, general, special, punitive, exemplary, special or consequential damages, any loss of goodwill, profits or revenue or any other economic loss, any loss of cryptocurrency or digital assets, any work stoppage, data loss, computer failure or malfunction, or any other commercial or other loss.

**“Payout”** means the distributable profits of Zulvek Ltd attributable to the token holders.

**“Quorum”** means the minimum amount of votes participating in Blockchain vote to be declared valid.

**“XRED Token”, “XRED Blockchain Token”, “XREDCoin”** or **“Token”** means the ERC20 standard Ethereum token used in the XRED Crowdfund, it represents the proof of participation in the ICO and the opportunity to receive a part of the company's distributable profits, as described in the Prospectus and the Whitepaper. XREDCoin Tokens in aggregate shall carry the right to receive a share of 60% of



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company's distributable profits. All the Token holders are eligible for obtaining several payouts through dividends distribution system.

“**Privacy Policy**” means the document describing the methods how XRED Foundation collects, uses and releases information collected from Donators available on the Website at [https://xred.co/privacy\\_policy](https://xred.co/privacy_policy) .

“**Smart Contract**” means the Ethereum smart contract made for XRED located at: <https://github.com/XredFoundation/smartcontracts>, and is the mechanism of the distribution of Payouts to the Token holders as described in the Whitepaper.

“**Website**” means <https://xred.co>, the Crowdfunding Dashboard, all subdomains and all their respective pages.

“**Whitepaper**” means the document describing the Token, available on the Website at <https://xred.co/whitepaper>.

The Crowdfunding is being conducted by XRED and will take place wholly outside United States of America and any related USA locations.

## Content

### Common conditions

By using the Website and participating in the Crowdfunding you agree to these terms and conditions. XRED reserves the right to amend the terms and conditions at any time and such amendments will be effective immediately upon publication on the Website. By continuing to use the Website and participating in the Crowdfunding you accept such amendments.

If you do not agree to these terms and conditions, you must refrain from using the Website and participating in the Crowdfunding.

### 1 Website

1.1 XRED reserves the right, at its sole and absolute discretion and without giving prior notice, to:

- a) vary, modify, add or remove features, or amend any content on the Website.

You shall be deemed to have accepted and agreed to any such change if



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you access or use the Website after the change is published on the Website;  
and

- b) block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. No XRED Foundation will be liable for any Loss which may be incurred as a result of such action.

1.2 The Website may contain hyperlinks to websites which are not maintained or controlled by XRED. All hyperlinks to such websites are provided as a convenience to you. Use of the hyperlinks and access to such websites is entirely at your own risk. All XRED Parties disclaim any responsibility and liability for any third party content contained in websites linked to on the Website and shall not be liable for any Loss arising from you accessing or using such websites.

1.3 The inclusion of any hyperlink does not imply endorsement by XRED of such websites. Under no circumstances shall XRED be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which the Website is linked.

## **2 Crowdfunding**

2.1 Donators will donate funds to XRED for the development of XRED Foundation, and will receive Tokens in recognition of Donations.

2.2 Tokens impart no proprietary rights or obligation or contract, express or implied, other than the ability to receive any rewards described in current Terms and Whitepaper, if XRED is successfully completed and deployed.

2.3 Crowdfunding will be conducted via the Website and will consist of XRED accepting Donations and providing Tokens in recognition of such donations. Donators may donate using the cryptocurrencies or other payment methods notified on the Website. Failure to follow the Crowdfunding instructions on the Website may limit, delay, or prevent a Donator from donating. Any questions about such instructions should be directed to [support@xred.co](mailto:support@xred.co).

2.4 There are no guarantees that XRED project will be realized within any particular timeframe, or at all.



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2.5 By donating to XRED, and to the extent permitted by applicable law, you agree to not hold any XRED Foundation liable for any Loss arising out of, or in any way connected to, your failure to properly secure and keep private your email address and any password used in connection with Crowdfunding.

### **3 Creation of Tokens**

3.1 Tokens will be created prior to the start of Crowdfunding and provided to Donators in a reasonable time after receipt of each Donation.

3.2 There will be 65 000 000 Tokens generated for the purpose of the Crowdfunding. Unreleased Tokens will be destroyed after the Crowdfunding.

3.3 The funds raised from the Crowdfunding will be transferred to UK for the real estate development activity in relation with the Whitepaper.

### **4 Timing of Crowdfunding**

4.1 Pre-sale crowdfunding will begin at the Commencement Pre-sale Time and end at the End of Pre-sale Time.

4.2 Crowdfunding will begin at the Commencement Time, continue for a period of 45 days and end at the Closing Time.

4.3 XRED reserves the right to change the Commencement Time or the Closing Time in its absolute discretion. Any such changes will be published on the Website.

### **5 Tokens pre-sale**

5.1 12M (12 000 000) Tokens will be available during pre-sale.

5.2 Each buyer of pre-sale Tokens will receive a right for a share of the profit generated by the XRED Foundation.

5.3 Tokens buyers will get additional tokens on their wallet at 40% bonus.

5.4 Profit from XRED Foundation will be distributed on a yearly basis during the 4<sup>th</sup> week of January.

The profit distribution from XRED Foundation will start after it will be generated in XRED Foundation from deals with assets.

5.5 If there are some Tokens left after the pre-sale finish, they will be transferred to normal Tokens.

### **6 Acceptance of Crowdfunding terms and conditions**



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It is the responsibility of each potential Donator to determine if the Donator can legally participate in the Crowdfunding, make donations to XRED, and receive and hold Tokens in the Donator's jurisdiction. XRED will not be held liable in case of any Donator's failure to meet this condition.

6.1 By participating in the Crowdfunding, you expressly acknowledge and represent that you have carefully reviewed these terms and conditions, the Website and fully understand the risks, costs, and benefits associated with Tokens and you agree to be bound by these terms and conditions.

6.2 By using the Website and participating in the Crowdfunding you represent and warrant that you:

- a. are legally permitted to participate in the Crowdfunding, make donations to XRED, or receive and hold Tokens in your jurisdiction;
- b. are of a sufficient age to legally participate in the Crowdfunding, make donations to XRED, or receive and hold Tokens;
- c. are not participating in the Crowdfunding, making donations to XRED, receiving and holding Tokens, or exchanging any cryptocurrency for Tokens for the purpose of speculative investment;
- d. are not participating in the Crowdfunding, making donations to XRED, or receiving and holding Tokens for an illegal purpose;
- e. have an understanding of the usage and intricacies of cryptocurrencies, cryptographic Tokens and blockchain-based software systems.

6.3 Further, by using the Website and participating in the Crowdfunding you acknowledge and agree that:

- a. you take sole responsibility for any restrictions and risks associated with participating in the Crowdfunding, making donations to XRED, or receiving and holding Tokens, whether referred to in these terms and conditions, arising under any applicable law or otherwise;
- b. you waive the right to participate in any class action lawsuit or any class wide arbitration against any XRED Foundation;



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- c. you are participating in the Crowdfunding, making donations to XRED, and receiving and holding Tokens to facilitate the development, testing, deployment and operation of XRED;
- d. the proposed outcomes discussed in the Whitepaper or the Financial model may not be achieved;
- e. Tokens may not provide the rewards envisaged;
- f. participating in the Crowdfunding, making donations to XRED, or receiving and holding Tokens do not grant any decision making power, including (without limitation) in relation to development, governance or the role, conduct or performance of XRED, except for cases listed in article 7;
- g. you will not hack into, interfere with, disrupt, disable, overburden or otherwise impair the proper working of the Website;
- h. you will not violate or attempt to violate the security of the Website;
- i. you will not access information or data which you are not authorized to access;
- j. you will promptly provide to XRED, upon request, any additional information which XRED may consider necessary in providing services on the Website; and
- k. you will ensure that any information or content posted, or permitted or caused to be posted, on the Website, shall be non-confidential or non-proprietary unless expressly indicated otherwise, and not offensive, illegal under any applicable law, and that you will be responsible for all such information or content.

6.4 By using the Website and participating in the Crowdfunding you further agree to the following statements:

6.4.1 represent that I am:

- a) NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia (the “USA”);



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- b) NOT a corporation, partnership or other legal entity formed under the laws of the USA;
- c) NOT an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA;
- d) NOT a trust of which any trustee is described in (a), (b) or (c) above;
- e) NOT a legal entity (i) the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;
- f) NOT a member of any branch of the military of the USA; and
- g) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or (f) above.

6.4.2 My decision to subscribe for XRED Tokens was:

- a) NOT based, at least in part, on information I received or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within the USA;
- b) NOT made inside the USA; and
- c) NOT communicated to XRED from a source within the USA.

6.4.3 My purchase of XRED Tokens is:

- a) made for my own account as principal;
- b) NOT made in anticipation of a further distribution of the XRED Tokens to others; and
- c) NOT preceded, and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for the XRED Tokens in the USA.

## **7 Blockchain vote**

7.1 XRED provides the holders of Tokens with opportunity to take part in managerial decisions important for the company through the blockchain vote platform.



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7.2 Blockchain vote can be:

- a) Planned;
- b) Extraordinary;

7.2.1 Planned Blockchain vote is taking place every 3 months.

7.2.2 Extraordinary Blockchain vote can be appointed at any time if received a request from at least 25% of votes.

7.3 Each token is equal to one vote.

7.4 The total amount of votes is equal to the number of tokens.

7.5 Blockchain vote and the voting questions will be announced not later than 14 days before the date of the vote on the Website.

7.6 Blockchain vote will be implemented through Ethereum platform with a “Yes” or “No” answer.

7.7 Blockchain vote will take place during 7 days.

7.8 The holder of the Token can offer his own question for the Blockchain vote through e-mail support@xred.co.

7.9 Quorum of the Blockchain vote is 50%. If less than mentioned amount of votes were registered, the Blockchain vote is considered unexecuted.

7.10 The decision on questions raised on Blockchain vote is made with the majority of the votes.

## **8 Token purchase**

8.1 XRED Crowdfunding Dashboard will provide you with a unique intermediary address for Donations made in cryptocurrency, so you can confirm that your payment made using any cryptocurrency has been received.

8.2 XRED Crowdfunding support will provide you with bank account details for Donations made in fiat currencies on e-mail request.

8.3 XRED Crowdfunding Dashboard will provide you with a unique order identification combination which will serve as a reference ID for all the requests regarding created purchase requests for both cryptocurrency and fiat Donations.

8.4 Donator will be able to check the status updates of his Donation at his Crowdfunding Dashboard account.



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8.5 Knowledge of the unique intermediary address or unique order identification combination does not constitute a purchase receipt or indicate in any way that any party possessing such knowledge has rights to or ownership of a Token. All complaints will be processed individually.

## **9 Crowdfunding on the Website**

9.1 XRED will only Crowdfund via the Website and authorized exchanges listed at the Website. To the extent that any third party website or service, not listed among the authorized exchanges at the Website, takes Donations to XRED, provides Tokens during the Crowdfunding, or facilitates Donations to XRED or the provision of Tokens in any way during the Crowdfunding, such third party websites or services are not in any way supported, endorsed or sanctioned by any XRED Foundation and have no relationship in any way with XRED.

9.2 The only official and authorized Crowdfunding website URL operated by XRED is <https://xred.co>. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct.

9.3 By participating in the Crowdfunding, making donations to XRED, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any XRED Foundation) may be held liable for any Loss arising out of, or in any way connected to your participation in the Crowdfunding, Donations to XRED, or receiving and holding Tokens in any manner other than via the Website.

## **10 Limitations on receiving Tokens**

10.1 There will be no limitations on the amount of Tokens provided during the Crowdfunding. Subject to clause 10.2, a party may receive any number of the total Tokens provided.

10.2 However, all Tokens provided during the Crowdfunding, while constituting 100% of the total Tokens generated during the initialization of XRED, will give a right to receive 60% of profit earned by XRED. The remaining 40% of profit will be distributed to the founders team.



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## **11 Fraudulent attempts to double spend cryptocurrency**

XRED will monitor all potential transactions for attempts to double spend any cryptocurrency or cryptographic Tokens during Crowdfunding. Any detected double spend will result in no Tokens being provided to the relevant party.

## **12 XRED will not receive Tokens during the Crowdfunding**

12.1 Except in relation to the Reserved Proportions, XRED undertakes and warrants that it will not receive Tokens as a result of the Crowdfunding.

12.2 All the undistributed Tokens will be revoked at the end of Crowdfunding.

## **13 Dividends distribution**

13.1 100% of earned profit will be distributed quarterly among the holders of the tokens (60%) and company founders (40%).

13.2 Standardly dividends will be distributed to wallets on the Ethereum platform. In case holder of the token prefers other available currency or cryptocurrency to receive the dividends, he should write an email to XRED support with the request at least 7 days before the dividends distribution starts.

13.3 Ethereum wallet has an integrated mechanism of dividends distribution, which includes a button “Get the dividends”.

13.4 Dividends will be accrued quarterly every 3<sup>rd</sup> week of January, April, July and October.

13.5 Dividends will not be provided until earliest 2019.

Holder of the token should click on the button “Get the dividends” to complete the transaction. However, in case holder of the token will not click the button, all the transactions will be completed by XRED during last week of January every year.

**14 Warning: Do not participate in this Crowdfunding if you are not familiar with or do not understand cryptocurrencies, cryptographic tokens, and blockchain-based software systems.**

14.1 Only parties having significant experience with, or an understanding of, the use and intricacies of cryptocurrencies, cryptographic tokens, and blockchain-based software systems should participate in the Crowdfunding.



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14.2 While XRED will provide general guidelines in relation to use and storage of Tokens, you should have a functional understanding of storage and transmission mechanisms associated with cryptocurrencies, cryptographic tokens, and blockchain-based software systems. While XRED will be available to assist you during and after the Crowdfunding, no XRED Foundation will be liable for any Loss arising out of, or in any way connected to any actions taken by, or any omissions by any Donator.

**15 Warning: Token price may experience extreme volatility**

15.1 Cryptographic Tokens or cryptocurrencies that possess value in public markets, such as ETH, have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in Token value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. XRED cannot and does not guarantee any market liquidity for Tokens. Additionally, due to different regulatory requirements in different jurisdictions, and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of Tokens may be markedly different in different jurisdictions.

15.2 By participating in the Crowdfunding, making donations to XRED, or receiving and holding Tokens, you acknowledge and agree that you fully understand that Tokens may experience volatility in pricing and liquidity, and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any XRED Foundation) may be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, Donations to XRED, or receiving and holding Tokens.

**16 Warning: Receiving Tokens has a number of risks**

16.1 Tokens carry risks. Prior to receiving Tokens, you should carefully consider such risk and, to the extent necessary, consult with an appropriately qualified advisor. If any of the following risks are unacceptable to you, you should not accept Tokens. By participating in the Crowdfunding, making donations to XRED, or receiving and holding Tokens, you acknowledge and agree that you understand the



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risks described below and that, to the extent permitted by applicable law, you agree that no other party (including, without limitation any XRED Foundation) may be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, Donations to XRED, or receiving and holding Tokens or such risk.

16.2 Dissolution of XRED due to a diminishment in the value of other cryptocurrencies, cryptographic tokens, and blockchain-based software systems. Donators are using cryptographic tokens or cryptocurrencies to participate in the Crowdfunding, make donations, or receive and hold Tokens. While some of these may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive XRED of sufficient resources to continue to operate.

16.3 Regulatory action in one or more jurisdictions. Cryptocurrencies, cryptographic tokens, and blockchain-based software systems have been the subject of regulatory scrutiny by various regulatory bodies in numerous jurisdictions. XRED and Tokens could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of XRED to develop the project.

16.4 Insufficient interest in XRED and XREDCoin. It is possible that XRED or XREDCoin will not be used by a large number of individuals, businesses and other organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of XRED.

16.5 XRED project may never be completed or released. The Donator understands that while XRED will make reasonable efforts to complete the end of deals, which belongs to XRED and the holders of the Token, it is possible that sales will never be completed therefore the profitability expectations of the Donator will not occur.

16.6 Theft. Hackers or other groups or organizations may attempt to steal Tokens.

16.7 Ethereum mining attacks. The Donator understands and accepts that, as with other cryptocurrencies, cryptographic tokens, and blockchain-based software systems, the Ethereum blockchain used for XRED Crowdfunding campaign is



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susceptible to mining attacks, including but not limited to double spend attacks, majority mining power attacks, “selfishmining” attacks, and race condition attacks. Any successful attacks present a risk to XRED Crowdfunding campaign, expected proper execution and sequencing of Token transactions, and expected proper execution and sequencing of contract computations.

16.8 Weaknesses or exploitable breakthroughs in the field of cryptography. Cryptography is a rapidly developing field with advances in code cracking and technical advances, which could present a risk to the XRED Crowdfunding campaign and potentially result in the theft or loss of Tokens. To the extent possible, XRED intends to update the protocol underlying XRED to account for any advances in cryptography and to incorporate additional security measures, but it cannot predict the future of cryptography or the success of any future security updates.

### **17 Cancellation and refund policy**

17.1 By participating in the Crowdfund, you acknowledge that XRED is not required to provide a refund for any reason and that you will not receive money or other compensation in lieu of a refund, and you consent to no right of withdrawal from the Crowdfund.

17.2 All Donations to XRED are final and nonrefundable unless the total amount of Donations does not reach USD 1 500 000 by the end of the Crowdfunding, in which case a full refund of all Donations will be performed by XRED.

### **18 Smart Contract modification or amendment**

Within 6 (six) months from the Commencement Time, XRED shall procure that the Smart Contract is modified and/or amended via an additional smart contract to accommodate voting by Token holders. This mechanism will allow XRED to propose changes to the Smart Contract going forward and adapt to the new technology. In this case a new token will be issued to replace the old one.

### **19 Taxation**



The Tokens have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold in the United States or to or for the benefit of US persons (as defined in Regulation S under the Securities Act) unless they are so registered, or an exemption from the registration requirements of the Securities Act is available. One such exemption allows the resale of Tokens purchased for their own account and for investment purposes only by investors who (i) are not otherwise affiliated with XRED Foundation, (ii) have been exposed for some time to the economic risks that ownership of Tokens entails, and (iii) are not part of the distribution of the Tokens.

19.1 XRED makes no representations concerning the tax implications of participating in the Crowdfunding, making donations to XRED, or receiving and holding Tokens.

19.2 You bear the sole responsibility for determining or assessing the tax implications of your participation in the Crowdfunding, Donations to XRED, or receiving and holding Tokens in all respects and in any relevant jurisdiction.

19.3 By participating in the Crowdfunding, making donations, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any XRED Foundation) may be held liable for any Loss arising out of, or in any way connected to, any tax liability you may incur in connection with your participation in the Crowdfunding, Donations to XRED, or receiving and holding Tokens.

## **20 Privacy**

20.1 Except as otherwise provided in these terms and conditions, Privacy Policy or on the Website, XRED will not publish any identifying information relating to you without your prior written consent.

20.2 Donators may be contacted by XRED regarding the Crowdfunding before, during and after the Crowdfunding.

20.3 XRED may request additional information from Donators if such information is required by applicable laws (see article 24) or required to provide any technical support requested by the Donator.

## **21 US citizens**

21.1 Tokens are not offered to US residents or citizens.

21.2 By participating in the Crowdfunding, making donations, or receiving and holding Tokens you represent and warrant that you are not a US resident or citizen, and all the representations as laid out in clause 6.4 are true and accurate.

## **22 Cooperation with legal authorities**

XRED will cooperate with all law enforcement inquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdiction.



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## **23 Jurisdiction**

23.1 The legal entity conducting the Crowdfunding, XRED Foundation, is registered in Belize, under the laws of Belize.

23.2 The legal entity performing operations, Zulvek Ltd, is registered in Belize, under the laws of Belize.

## **24 “Know your customer” and “Anti-money laundering”**

XRED reserves the right to conduct “Know your customer” and “Anti-money laundering” checks on Donators if it becomes required by the applicable laws.

## **25 Force majeure**

No XRED Foundation is liable in any way for failure to perform due to any Force Majeure Event. By participating in the Crowdfunding, making donations to XRED, or receiving and holding Tokens, to the extent permitted by applicable law, you agree that no other party (including, without limitation any XRED Foundation) may be held liable for any Loss arising out of, or in any way connected to, any Force Majeure Event.

## **26 Complete agreement**

26.1 These terms and conditions together with any terms and conditions published from time to time on the Website, set out the entire understanding between each Donator and XRED and any other XRED Foundation in relation to your participation in the Crowdfunding, Donations to XRED, or receiving and holding Tokens.

26.2 To the extent this document conflicts with the Website or any other document, including but not limited to the Whitepaper, this document prevails.

26.3 To the extent that these terms and conditions, any terms and conditions published from time to time on the Website, the Prospectus conflict with translated copies, the English version prevails.

## **27 Severability**

If any provision of these terms and conditions is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the



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validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions, which shall continue in full force and effect.

## **28 No waiver**

The failure of XRED to require or enforce strict performance of any provision of these terms and conditions or XRED' failure to exercise any right under these terms and conditions shall not be construed as a waiver or relinquishment of XRED' right to assert or rely upon any such provision or right (or any other provision and/or right contained in this document in its entirety, as the case may be) in that or any other instance. The express waiver by XRED of any provision, condition, or requirement of these terms and conditions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set out in these terms and conditions, no representations, statements, consents, waivers, or other acts or omissions by XRED shall be deemed a modification of these terms and conditions or be legally binding.

## **29 Disclaimer of warranties**

29.1 The Donator expressly agrees that the Donator is participating in Crowdfunding, making donations to XRED, and receiving and holding Tokens at their own risk and that Tokens are provided on an "as is" basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law).

29.2 Without limiting clause 29.1, XRED does not warrant that the process for participating in the Crowdfunding, making donations to XRED, or receiving and holding Tokens will be uninterrupted or error free.

## **30 Exclusion of liability**

No XRED Foundation will be liable (whether in an action in negligence, contract or tort based on a warranty or otherwise) for any Loss even if XRED or its representatives, or any XRED Foundation are advised of the possibility of such Loss, howsoever caused as a result, directly or indirectly, of or arising from or in connection with:



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- a. your participation in the Crowdfunding, Donations to XRED, receiving and holding Tokens;
- b. any access, the use of, or inability to access or use, the Website;
- c. your reliance on or use of or inability to use the content and information of the Website or any linked website;
- d. any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure of the Website or any linked website;
- e. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website;
- f. unauthorised access to or alteration of your transmissions or data;
- g. statements or conduct of any third party on the Website; or
- h. any other matter relating to the Website.

### **31 Indemnity**

You will indemnify XRED Parties, from and against all Loss in any way arising out of your participation in the Crowdfunding, Donations to XRED, or receiving and holding Tokens, or your use of the Website

### **32 Forward looking statements**

32.1 the Website and 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,” “eta”, “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 XRED to be materially different from any future results, performance or achievements expressed or implied by the forward looking statements. Although XRED believes it has a reasonable basis for making



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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.

32.2 By participating in the Crowdfunding, making donations to XRED, receiving and holding Tokens, or using the Website, you acknowledge and agree that you fully understand and accept the risks in clause 32.1, and to the extent permitted by applicable law, you agree that no other party (including, without limitation any XRED Foundation) will be held liable for any Loss arising out of, or in any way connected with your participation in the Crowdfunding, Donations to XRED, receiving or holding Tokens or use of the Website.

### **33 Acknowledgement**

Usage and receiving Tokens may carry financial risk. You acknowledge and agree that in no event shall any XRED Foundation be liable or responsible for any Loss in any way arising out of your participation in the Crowdfunding, Donations to XRED, receiving and holding Tokens, or use of the Website and all XRED Parties are hereby released by the Donator from liability for any and all such Loss.

### **34 Governing law**

This document shall be governed by the laws of UK. All disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of UK in London.



The Tokens have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold in the United States or to or for the benefit of US persons (as defined in Regulation S under the Securities Act) unless they are so registered, or an exemption from the registration requirements of the Securities Act is available. One such exemption allows the resale of Tokens purchased for their own account and for investment purposes only by investors who (i) are not otherwise affiliated with XRED Foundation, (ii) have been exposed for some time to the economic risks that ownership of Tokens entails, and (iii) are not part of the distribution of the Tokens.