

TOKEN SALE TERMS AND CONDITIONS

Last updated: 9 of November 2022

The following Token Sale Terms and Conditions (“**Terms**”) govern the sale of DXA Token to the users (“**Purchasers**” collectively, and “**Purchaser**” individually) by a legal entity **DEXART METAVERSE LTD**, registered under the laws of the British Virgin Islands, registered number 2100174, registered office: Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands (the “**Company**”). This document is not a solicitation for investment and does not pertain in any way, either directly or indirectly, to an offering of securities in any jurisdiction. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring DXA Token.

DXA Token is utility token of DEXART Metaverse, it confer no voting rights, ownership of intellectual property, transfer of ownership upon company sale, control of Company’s assets, or any decision-making ability regarding the Company, <https://dex.art> platform or its’ operations. DXA Tokens are not in any way, either directly or indirectly, considered to be securities. The DXA Token is not a security, bond or share token – which is meant to be used on the <https://dex.art> platform.

DXA Token will be sold only through <https://energy.dex.art> website (“**Website**”). To the extent that any third-party website or service offers DXA Token for sale (except crypto exchanges authorised by the Company), such third-party websites or services are not sanctioned by the Company or its affiliates and have no relationship in any way with the Company. As a result, the Company prohibits the use of these third-party websites or services for the purchase of DXA Token.

The user acknowledges, understands, and agrees that DXA Tokens are not securities and are not registered with any government entity or regulator as a security, and shall not be considered as such.

Purchases of DXA Tokens are non-refundable. By participating in the sale of DXA Token, you expressly acknowledge and represent that you have carefully reviewed these Terms and fully understand the risks, costs, and benefits of purchasing DXA Token and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law (i) you are authorized to purchase DXA Token in your relevant jurisdiction, (ii) you are of legal age to be bound by these Terms, and (iii) you will not hold liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of DXA Token, now or in the future, the Company and its affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of the Company or its affiliates.

DO NOT PURCHASE DXA TOKEN IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. Purchases of DXA Token should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Company will be available to assist Purchasers of DXA Token during and after the sale, the Company will not be responsible for lost of DXA Token resulting from actions taken by or omitted by the Purchasers.

You represent and warrant that you are not a resident or domiciliary of the United States of America or China; or purchasing DXA Token from a location in the United States of America or China; nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of the United States of America or China; nor are you purchasing DXA Token on behalf of any such person or an entity.

To become Purchaser of DXA Token you should be registered on <https://energy.dex.art> website. For further withdrawal of DXA Tokens you will be required to pass KYC verification.

PLEASE NOTE THAT CRYPTOGRAPHIC TOKENS MAY EXPERIENCE EXTREME PRICE VOLATILITY. Cryptographic tokens that possess value in public markets, have demonstrated extreme price fluctuations over short time periods regularly. Purchaser of DXA Token should be prepared to expect similar fluctuations, both down and up, in the price of DXA Token denominated in EURO («EUR»), US dollars («USD») or currencies of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Liquidity refers to the extent to which a market allows assets to be bought and sold where there is a steady flow of DXA Tokens buyers and sellers. Lower liquidity tends to generate a more volatile market (especially for large purchase and sale orders of DXA Tokens) and may cause more drastic price changes. In contrast, however, higher liquidity tends to create a less volatile market, and prices may not fluctuate as much. The Company cannot and does not guarantee market liquidity for DXA Token.

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 DXA Token may vary from one country to another and this would likely be reflected in significant price discrepancies. By purchasing DXA Token, you expressly acknowledge and represent that you fully understand that DXA Token may experience significant and sustained pricing and trading and will not seek to hold the Company liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the sale of DXA Token.

YOU HAVE NO RIGHT AND MUST NOT PURCHASE TOKENS IF YOU ARE A CITIZEN OR RESIDENT (TAX OR OTHER) TO ANY COUNTRY OR TERRITORY WHERE OPERATIONS WITH DIGITAL TOKENS AND (OR) DIGITAL CURRENCIES LEGALLY RESTRICTED OR FORBIDDEN IN ANY WAY.

You and the Company agree on following terms:

1. DXA Token purchase.

In accordance with these Terms posted on the Website, the Company agrees to sale, while you agree to purchase certain amount of DXA Tokens from the Company on the price specified on the Website depending on the moment of purchase.

2. General terms.

Any use of DXA Tokens will be regulated in accordance with these Terms and any rules and regulations which will be available on the Website and <https://dex.art> platform from time to time. Company may alter these Terms at any moment and on its own discretion.

Residents of USA and China are prohibited from purchase of DXA Tokens.

3. Purchase process.

For the purpose of DXA Token purchase you need to register a personal account on the Website (the «**Personal Account**»). For further use and withdrawal of DXA Tokens from your Personal Account you will have to provide additional information in order to confirm your Identity, address, source of funds or any other, specified in your Personal Account, including such information as: date of birth, copies of the identification documents, citizenship status, residence country or any other information from you or third parties («**KYC**»). You are responsible to provide genuine and accurate information, during the registration of your Personal Account.

Payment for DXA Tokens can be made by different methods indicated on the website in the “Payment” section.

The Company has a right to conduct contracts with any Purchaser on special terms, that may be different than terms and conditions specified herein.

4. Decline

Any purchase of DXA Tokens is considered to be final. Partial or complete refund or purchase decline are not allowed, except cases, clearly stated herein.

The Company leaves the right to refuse or decline any of the complete or suggested Payments at any moment and on its own discretion. In case, when the Company refuses or declines payments from Purchaser, the Company will make every reasonable effort to refund such payment to Purchaser. Besides, we cannot guarantee and do not offer any guarantees, that we will be able to recover and (or) make a refund. Company leaves the right to reduce refund amount considering transfer cost, where it is applicable.

5. Recognition and Acceptance of Risks.

You acknowledge and agree that there are risks associated with the purchase, possession and use of DXA Tokens as described in these Terms. By purchasing DXA Tokens you confirm and accept risks related to possession and use of DXA Tokens, as they are described in these Terms. By purchasing DXA Tokens you acknowledge and accept any of above mentioned risks:

(a) you are aware of terms and conditions concerning DXA Tokens sale and you possess enough information for purposeful and intended decision of DXA Token purchase;

(b) you have read and understand this Terms, as well as you accept the risks concerning purchase, possession and use of DXA Token;

(c) you have enough cryptologic digital devices of token storage (such as token wallet, for example), as well as blockchain technology for understanding of these Terms and for risk assessment and further DXA Token purchase and use;

(d) you completely understand that DXA Tokens provide you solely rights stated by the Company, and do not offer any other rights of any kind towards the Company, including, but not restricted to the rights of possession, repayment (settlement), dividend payout, property (including all aspects of intellectual property), as well as other financial and legal rights;

(e) you should not purchase DXA Tokens for purpose (means) of investment or speculations;

(f) you understand that DXA Tokens are not a digital currency, share, product or a financial instrument of any sort, as well as it is not registered in compliance with any government law of any country, including government laws of stocks of any jurisdiction of Purchaser's residence;

(g) your purchase, payment and your exercise of rights in respect of DXA Tokens does not violate any applicable law in your jurisdiction;

(h) you comply and execute fully all legal obligations in your jurisdiction concerning DXA Token purchase or any other requirements specified herein, including (i) government requirements within jurisdiction necessary for DXA Token purchase, (ii) any requirements concerning currency exchange, applicable to this kind of purchase, and (iii) any governmental or other permissions necessary for acquisition;

(i) you have to comply every and any tax obligations in all actual jurisdictions concerning DXA Token purchase;

6. Indemnification.

You shall indemnify, hold harmless and defend the Company and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by the Company or any such person to the extent caused directly by your acts or omissions relating to these Terms and DXA Token use or purchase, including without limitation (i) any negligent or tortious conduct, (ii) any breach of any of the representations, warranties, covenants or conditions contained herein, (iii) any violation of applicable laws or regulations, (iv) infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party.

7. EXCLUSION OF LIABILITY.

IN A MAXIMUM ALLOWABLE BY APPLICABLE LAW: (A) DXA TOKENS SALE CONDUCTED «AS IS» AND «AS AVAILABLE» BASIS, WITHOUT ANY WARRANTIES OF ANY SORT AND WE REFUSE DIRECTLY FROM ALL AND ANY SUGGESTED WARRANTIES CONCERNING DXA TOKENS, INCLUDING, WITHOUT ANY RESTRICTIONS, CONCERNING EXPECTATIONS SUGGESTED WARRANTIES, TOWARDS PURPOSE, PROPERTY WISE AND NON- INFRINGEMENT OF THIRD PARTIES RIGHTS, (II) WE DO NOT OFFER ANY ASSURANCES AND WARRANTIES CONCERNING CREDIBILITY, ACTUALITY, DXA TOKENS ERROR FREE CAPACITY, AS WELL AS ANY DRAWBACKS OF DXA TOKENS WILL BE REMOVED, AND (III) WE ARE UNABLE TO PROVIDE ANY ASSURANCES AND WARRANTIES THAT DXA TOKENS AND METHODS OF ITS DELIVERY ARE VIRUS FREE OR FREE OF ANY MALWARE COMPONENTS.

8. Liability and Liability Restriction.

In no event, the Company or its affiliates shall be liable to you for any special, indirect, exemplary or consequential damages (including, but not limited to loss of income, revenue, or data loss) arising out of these Terms, purchase or use of DXA Tokens.

9. Applicable law and Dispute Resolution.

Effectiveness, interpretation and execution of these Terms is regulated, understood and interpreted in accordance with the laws of the British Virgin Islands.

10. Taxation

The Purchaser bears the sole responsibility to determine if the purchase of DXA Tokens or the potential appreciation or depreciation in the value of DXA Token over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing DXA Token, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of DXA Token.

11. Intellectual property

Our Website and all of the related pages including but not limited to content, software, code, graphics or other material contained in or electronically distributed on this Website is owned by the Company or licensed to it and is protected by copyrights, trade marks, service marks, patents or other proprietary rights or laws. Unauthorized use of any copyrighted materials; trade marks or any other intellectual property without the express written consent of the owner is strictly prohibited.

12. Final clauses.

(a) Entire Understanding. These Terms represent full and complete acceptance and understanding of Parties towards the subject, stated in herein, and they dispose all the previous and current discussions, arrangements and agreements, spoken and written, between Parties towards the subject of these Terms.

(b) These Terms contain legally binding provisions and terms towards DXA Token sales and purchase. By purchasing the DXA Tokens you agree and confirm your consent with it. You are obliged to be bind with these Terms at the moment of DXA Token purchase.

(c) In case, when any of the above stated provisions of these Terms will be rendered ineffective, illegal or unreliable, all other provisions shall stay in force for you and the Company, as if unavailable and inactive condition would be highlighted and omitted from the text of these Terms.

(d) Headlines. These Terms headlines are in place only for convenience and they have no impact on these Terms initial meaning.

(e) Acceptance. You accept directly these Terms and any other terms included in document by the link, during the purchase of DXA Tokens as well as other documents posted on the Website.