



## Terms & Conditions

The Terms and Conditions (the “T&C” or “Terms”) apply to the buyer of the AVARI Token (hereinafter “AVARI TOKEN”) and future user of the Avari platform and constitute an agreement between Avari and you. Please read these terms carefully before moving onto the token pre-sale and sale. The T&C affect your obligations and legal rights, including, but not limited to, waiver of rights and limitation of liability. If you do not agree to these terms of sale, do not participate in the sale of the Tokens.

By purchasing the AVARI TOKENS during the token pre-sale and crowdsale period (hereinafter the “Token Sale”), in the jurisdiction of Belgium, you will be bound by this T&C, and all terms incorporated by reference. Your purchase of AVARI TOKEN is subject to this T&C. You may not use our website, services, platforms, and acquire AVARI TOKENS, if you are under 18 years old, and if you are a citizen, resident, habitent or legal entity incorporated in Restricted Use Areas as described below.

### **Applicability**

*The following T&C constitute the agreement (the “Agreement”) between Avari BV (hereinafter “Avari” or the “Company” or “us” ), a Belgian company, and YOU (hereinafter “User” or “you”), with respect to the purchase of the AVARI TOKEN and the future use of the services offered through the Avari platform (hereinafter “Platform”). By using our services, you are agreeing to be bound by the T&C in its latest version. You are aware that Avari may change this T&C at any time, on our sole discretion without any prior notice to you. Any changes will be effective immediately upon posting on our Website. Your continued use of the Avari Platform means that you accept any new or modified terms.*

### **Services**

1. Avari is aiming to create a cryptocurrency AVARI, and the so called Avari platform, for a proven, safe, liquid and secure currency, that has the potential to replace ad revenue, earned by developers in their mobile games.
2. Based on the Ethereum platform, AVARI cryptocurrency will be issued as payment of services on the platform, as a governance TOKEN for the Avari Platform and as a rewarding program for the community.
3. AVARI does not have the legal qualification as a security, since it does not give any rights on 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 the Company, nor shall AVARI holders have any influence or rights in the development or governance of the Company itself. AVARI, therefore, is not a share and does not give any right to participate in the general meetings of the Company. AVARI Token is final and non-refundable. The acquirement and use of AVARI Token shall not be done for speculative usage.

4. AVARI Token can be purchased during the Token Pre-Sale and Sale directly from the Company or after the Token Sale at the Company or as per Company future recommendations.
5. Company gives no warranties that AVARI Tokens will be exchangeable on specific platforms or that they shall remain exchangeable on exchange platforms or that they would be exchangeable on other exchanges.
6. AVARI Token is not an investment advice, a security nor an investment product and any action, notice, communication, message, decision, managerial act, or omission of the mentioned shall not be understood and interpreted as such. Company gives no guarantees as to the value of any of the AVARI Tokens and explicitly warns users that there is no reason to believe that AVARI Tokens will increase in value, and they might also decrease in value or lose their value entirely. You represent and warrant that you are acquiring AVARI Tokens for your own personal use and for your personal utility and not for investment or financial purposes. You also represent and warrant that you do not consider AVARI as a security and you understand that AVARI Tokens may lose all their value and that you are not purchasing AVARI Tokens as an investment and that you are aware of all other risks deriving from holding AVARI Token as specified in these Terms and you accept them.
7. The Avari platform performs as an entry ticket and is required to qualify for to avoid risks related to volatility (edging) Company may manage the funds received through AVARI Token distribution, by trying to minimize and/or avoid risks related to volatility using its best efforts, based on Company sole discretion. You expressly agree to any measure Company may apply trying to avoid and/or minimize risks related to volatility.
8. AVARI Tokens are unregulated. Avari is not a financial institution and is currently not under supervision of any financial supervisory authority. Avari does not provide any licensed financial services, such as investment services, fund management or investment advice. None of the information or analysis presented herein are intended to form the basis for any investment decision, no specific recommendations are intended, and the Avari platform, website and AVARI Tokens do not offer, are not and shall not be construed as investment or financial products. In the event of any regulatory changes that would impact the AVARI Tokens, Avari reserves the right to amend its Services, the Website and the AVARI Tokens.

### **Token distribution**

Token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation. You can make contributions into a smart contract system in Ether (acceptable Digital Asset) and receive AVARI in exchange. Company reserves the right to amend acceptable digital assets or FIAT at any time, based on its sole discretion. All acquirement of AVARI Tokens shall be publicly accessible via the Ethereum blockchain browser.

### **Knowledge required**

1. The User purchasing AVARI Tokens expressly acknowledges and represents that she/he has carefully reviewed the T&C and fully understands the risks, costs and benefits associated with the acquisition of this token as indicated in the T&C.
2. The User undertaking to acquire AVARI Tokens in relation to the token sale should ensure that he/she understands and has significant experience of cryptocurrencies, blockchain systems and services, and that he/she fully understands the risks associated with the Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.

3. Avari shall not be responsible for any loss of AVARI Tokens or situations making it impossible to access AVARI Tokens, which may result in any actions or omissions of the future User or any person undertaking to acquire AVARI Tokens.
4. Avari is not a provider of (a) exchange services between virtual currency and fiat currency; (b) wallet or custodial services of credentials necessary to access virtual currencies or (c) cryptocurrency mining services. User expressly agrees and acknowledges that anytime throughout the duration of these Terms, AVARI Tokens may require material, technical, commercial or any other changes and understands that an upgrade or modification of the AVARI Tokens may be required. If a user decides not to participate in such an upgrade, the user acknowledges and agrees that non-upgraded AVARI Tokens may lose their functionality in full and that they may no longer use the AVARI Token.

## **Risks**

1. Development failure or abortion. Acquiring and storing AVARI Tokens involves various risks, in particular that Avari may not be able to launch some operations and continue developing its platform or community. Therefore, and prior to acquiring AVARI, any user should carefully consider the risks, costs, and benefits of acquiring AVARI within the Token Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (incl. the risks related to the non-development of Avari network and operations) or any other risks as indicated in the T&C, should not acquire AVARI, at this stage or later.
2. Legal Risk concerning Security Regulation. There is a risk that in some jurisdictions AVARI Tokens might be considered as a security, now or in the future. Company does not give warranties or guarantees that AVARI Tokens are not a security in all jurisdictions. Each user of AVARI shall bear its own legal or financial consequences of AVARI Token being considered a security in their respective jurisdiction. The legal ability of the Company to provide AVARI Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree of certainty that AVARI Tokens are not legal in certain jurisdiction, Company will base on its sole discretion either (a) cease operations in that jurisdiction, or (b) adjust AVARI Tokens in a way to comply with the regulation should that be possible and viable. It is your obligation to check if acquisition and disposal of AVARI Tokens is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use AVARI should their use not be legal in the relevant jurisdiction.
3. Risk of malfunction of blockchain. Nobody can guarantee the Ethereum source code used by the Company will be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaws would compromise the usability and/or security of Company and consequently bring adverse impact on the value of Company open source codes rely on transparency to promote community-sourced identification and solution of problems within the code.
4. Update of the Source Code. The Ethereum source code could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects AVARI Tokens and/or Company operation or market value.
5. Internet transmission risks. You acknowledge that there are risks associated with utilizing an Internet-based digital assets, products and website 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 our services, website, platform, AVARI Tokens howsoever caused.

6. Cryptography risks. You acknowledge that there are risks associated with cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all crypto-currencies including AVARI Tokens. This could result in the theft, loss, disappearance, destruction or devaluation of AVARI. To a reasonable extent, Company will be prepared to take proactive or remedial steps to update the protocol underlying Company in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit the Company accurately guide the development of the Company to take into account such unforeseeable changes in the domains of cryptography or security.
7. Forking. Ethereum is an open source project and supported by the community. The developers of the Company do not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of AVARI Tokens and in the worst case scenario, could ruin the sustainability of the Company. While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take a long period of time to achieve.
8. Risk of unfavorable regulatory action in one or more jurisdictions. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. AVARI could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of AVARI, which could impede or limit their existence, permissibility of their use and possession, and their value.
9. Risk of theft and hacking. Hackers or other groups or organizations may attempt to interfere with your third-party wallet, the Website or the availability of AVARI Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.
10. Risk of mining attacks. Ethereum blockchain, which is used for the AVARI Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks and race condition attacks. Mining Attacks, as described above, may also target other blockchain networks, with which AVARI interacts with. Any successful attacks present a risk to the AVARI Token.
11. Risk of loss of value and uninsured losses. The value of AVARI Tokens may fluctuate and you may suffer loss in value of such acquired AVARI Tokens. In addition to loss of value risk, AVARI Tokens are entirely uninsured and are unlike bank accounts or accounts at some other financial institutions.
12. Unanticipated risks. Cryptocurrencies and blockchain technologies are new and untested technologies and in addition to the risk outlined in these Terms, there are also unforeseeable risks that may materialize as unanticipated.
13. You acknowledge, agree and warrant that you have been warned of the potential risks involved by using our services, website and product and other relevant technologies

mentioned herein as well as that there may be other risks involved, which are not specified herein and that you fully accept such risks.

### **Important Disclaimer**

1. The T&C shall not and cannot be considered as an invitation to enter into an investment. They do not constitute or relate in any way nor should they be considered as an offering of securities in any jurisdiction. The T&C do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to Avari or any related or associated company. AVARI will be used as an entry ticket and is required to qualify for direct access to the AVARI Tokens when it will be accessible and is not intended to be used as an investment.
2. Any information in the T&C is given for general information purpose only and Avari does not provide any warranty as to the accuracy and completeness of this information.
3. The offering of AVARI Tokens is done in order to allow the utilization of software services and not for speculative purposes.
4. Avari will be an overseeing entity managing the Avari platform. Avari is not a financial intermediary and is not required to obtain any authorization for Anti Money Laundering purposes.
5. Regulatory authorities are carefully scrutinizing businesses and operations associated with cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect Avari's business and even limit or prevent it from developing its operations in the future.
6. Any person undertaking to acquire AVARI Tokens must be aware that the Avari business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, any person undertaking to acquire AVARI tokens acknowledges and understands that neither Avari nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes.
7. Avari will do its best to launch its operations and develop the Avari platform. Any person undertaking to acquire AVARI acknowledges and understands that Avari does not provide any guarantee that it will manage to achieve it.
8. Acquiring AVARI tokens shall not grant any right or influence over Avari's organization. These tokens will be issued by a technical process referred to as a «blockchain». This is an open source IT protocol over which the Company has no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another «blockchain» network that is compatible with the Smart Contract programming language. Users acknowledge and understand therefore that Avari (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the AVARI Token expected in case of intentional misconduct or gross negligence.
9. The AVARI Token is based on the Ethereum protocol. Therefore, any malfunction, unplanned function or unexpected operation of the Ethereum protocol may cause the Avari network to malfunction or operate in a way that is not expected.
10. Employees of Avari are allowed to operate with AVARI Tokens at market price if they are not in possession of information that may modify the price of the Token.

### **Eligibility, Representation and Warranties**

1. You must be at least 18 years old to use our services, product and website. By using our services, products and accessing our website you represent and warrant that you: (a) are at least 18 years old; (b) you have full power and authority to enter into this agreement (c) have not been previously suspended or removed from using our services (b) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC), or anywhere else;
2. If you are using the services on behalf of a legal entity, you represent and warrant that: (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (b) you are duly authorized by such legal entity to act on its behalf (c) any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with the Company has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC), or anywhere else;
3. By participating in the Token Sale, the User agrees to the T&C and in particular, they represent and warrant that they:
  - A. are authorized and have full power to acquire AVARI Tokens according to the laws that apply in their jurisdiction of domicile;
  - B. are not a U.S. citizen, resident or entity (a "U.S. Person") nor are they purchasing AVARI Tokens or signing on behalf of a U.S. Person;
  - C. are not a Chinese resident nor are they purchasing AVARI Tokens or signing on behalf of a Chinese resident;
  - D. are not a South Korean resident nor are they purchasing AVARI Tokens or signing on behalf of a South Korean resident;
  - E. are not a citizen of New Zealand nor are they purchasing AVARI Tokens or signing on behalf of a citizen of New Zealand;
  - F. are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
  - G. are not acting for the purpose of speculative investment;
  - H. live in a jurisdiction which allows Avari to sell the AVARI Tokens through a crowdsale without requiring any local authorization;
  - I. does not live in a jurisdiction which is qualifying token issued through a crowd sale as securities;
  - J. will not use the Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
  - K. are solely responsible for determining whether the acquisition of AVARI Tokens is appropriate for them;
  - L. are acquiring AVARI Tokens exclusively for use of the Avari platform;
  - M. understand the risks associated with the Token Sale (incl. the risks related to the non-development of Avari network and operations) and understand the use of cryptocurrencies and its associated risks.
  - N. acknowledges and accepts that the AVARI Token crowdsale is taking place within an environment that is still under development, shall not violate or attempt to violate the security of the website; services, platform and AVARI Tokens and you will not hack into, interfere with, disrupt, disable, overburden, modify, publish, reverse

engineer, participate in the transfer or sale, create derivative works, or otherwise impair the website, platform and AVARI Tokens.

The company shall have the right to implement necessary measures to monitor compliance of this Section.

### **Intellectual Property Rights**

To the extent that copyright or other intellectual property rights exist on the Avari platform, website, AVARI Tokens and services such as software, know-how, analysis or programs, those copyrights and other intellectual and industrial rights belong to Avari. Under no circumstances will these Terms be construed as granting, by implication, estoppel or otherwise, a license to any Intellectual Property or components thereof other than as specifically granted in these terms. You agree that Company's Intellectual Property may be used only as provided in these terms. All rights not expressly granted herein are reserved.

### **Disclaimer of Warranties**

1. To the fullest extent permissible under applicable law, our service, website, AVARI Tokens are provided on an "as is," and "as available" basis, without warranties of any kind. no warranty of any kind, express, implied or statutory, including implied warranties of condition, uninterrupted use, merchantability, satisfactory quality, fitness for a particular purpose, non-infringement of third-party rights, and warranties (if any) arising from a course of dealing, usage, or trade practice, is given in conjunction to website, services, platform, AVARI Tokens, any software or tolles contained in website, AVARI Tokens and services and in general.
2. Company does not warrant that the service, AVARI tokens or website will be error-free or uninterrupted or that any defects will be corrected in reasonable time. You acknowledge that your use of the service, AVARI Tokens, platform and website is at your sole risk.
3. While every effort is made to ensure that information contained in the website or the Avari platform is correct, Company disclaims all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information on the Website and/or Avari platform.
4. Company does not guarantee the confidentiality or privacy of any communication or information transmitted through services, on the Website or Avari platform or any site linked to the website. We will not be liable for the privacy or security of information, e-mail addresses, registration and any identification information (if applicable), disk space, communications, confidential or proprietary information, or any other content transmitted to us in any manner, or otherwise connected with your use of our services, website or platform.
5. Company shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should be used carefully in reviewing messages purporting to originate from the Company. Always log into your account through the website to review any transactions or required actions, if you have any uncertainty regarding the authenticity of any communication or notice.

### **Limitation of liability**

1. Avari, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, assumes no liability or responsibility for any loss raised from the token sale, arising out of or related to the use of the Avari platform or any technical, interruption or malfunction of the Avari platform, website, token, services or otherwise. In no event shall Avari, as well as its officers, directors, agents, joint ventures, employees, suppliers and advisors, be liable for any special, indirect, incidental, punitive or consequential damages of any kind whatsoever, including without limitation any damages caused by or resulting from reliance by any user or any information obtained from the Company, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, suspension of Ethereum network communication failure, theft, destruction or unauthorized access to company's records, services, website and AVARI Tokens. In addition to the above, the Company shall not be liable for any loss of profit, loss of business, trading losses, loss in value, or any other loss. This applies even if such damages are foreseeable.
2. Each party acknowledges that the fees payable hereunder reflects the allocation of risk set forth in the agreement and that each party would not enter into the agreement without these limitations on liability.

### **Indemnification**

You will defend, indemnify and hold Company, its affiliates and licensors and its officers, directors, contractors, employees, agents and representatives, harmless from and against all claims, actions, demands, liabilities, damages, losses, costs and expenses (including legal fees) relating to or arising from (a) your use of our services, website, platform, AVARI Tokens (b) your breach of these terms or any other liabilities arising out of your use of the services, website and product or the use by any other person accessing the website, service, platform, AVARI Tokens using your computer and/or your personal information (c) your violation of any rights of any other person or entity in connection with these terms (d) third-party claims concerning these terms or you thereof. You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involve the Company as a result of these terms. Company may participate with counsel of its own choosing in any proceedings described above. Company will be required to respond to compulsory legal order, you will reimburse the Company for reasonable attorney and contractors fees for their time and material spent responding to obligatory legal orders. You will not agree to any settlement which imposes any obligation or liability for the Company without Company's prior written consent.

### **Links to other Websites**

1. Our services, website, platform and AVARI Tokens may include links to third party websites, third party wallet providers or other service providers ("Third Party Sites"). If you use any links made available through our services, website, platform, application to reach other websites not maintained by the Company you will leave our services, website, platform, application. The linked sites are not under the control of the Company and Company is not



responsible for the content of any linked site or any link contained in a linked site. The linked sites are governed by the terms and conditions of that site.

2. Company shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, statements, representations, advertising, products, services or other materials available on or through third party sites. Company provides these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by a company of third party sites, nor does it imply that the linked third party sites recommends, approves of, or endorses Company.

### **Feedback**

In connection with your use of our services, website, platform, you may provide us with your feedback (suggestions, ideas, reviews, comments, material and questions or other information and/or material). We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials you provide to us, whether by email, posting through our services, website, platform or otherwise. You waive any rights you may have to the feedback (including any copyrights to the extent permitted by law). And Feedback you provide to us is non-confidential, non-proprietary and is not subject to a third-party license and we have no liability for any loss or damage suffered by you as a result of the disclosure or use of such feedback. We have the right to disclose your identity to any third-party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

### **Term and Termination**

This agreement is entered into for unlimited duration. We reserve the right to terminate and/or suspend your access to our services/website, without giving you prior written notice and delete all related information and files related to your use of our services, website, platform, mobile application, without liability to you, at any time for any reason, including, but not limited to, if based on our sole discretion believe: (i) You have violated these Terms, (ii) You create risk or possible legal exposure for us.

### **Notices**

1. You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that the Company provides in connection with your use of Company Services, Website, Platform, mobile application and AVARI tokens. You acknowledge and agree that the Company may provide these communications to you by posting them on its Website or by emailing them to you at the email address you provide. Any email communication will be considered to be received by you within 24 hours after we email it to you and Communication via our Website will be effective upon posting. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.
2. It is your responsibility to keep your email address with the Company up to date so that the Company can communicate with you electronically. You understand and agree that if the Company sends 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, Company will be deemed to have provided the communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add the Company to your email address book so that you will be able to receive the communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Avari account or by sending such information to: [hello@Avari.com](mailto:hello@Avari.com)

You may contact us by sending an email to [hello@Avari.com](mailto:hello@Avari.com) with general questions. All legal notices (including legal disputes) must be sent in writing to the following address: [hello@Avari.com](mailto:hello@Avari.com) or postage prepaid by certified or registered mail, return receipt requested and addressed to the authorized representative of the relevant Party. All given notices must be in English language.

### **Taxes**

1. You are solely responsible and liable to declare, bear and pay all taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the use of services, website, platform, AVARI Tokens or any other Company product. Company is not giving any advice regarding tax issues and is not responsible for determining any tax implications connected with its Services, Website, Platform, and the AVARI Token. Company makes no representation as to the tax implication of any jurisdiction. You shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her underpayment, undue payment or belated payment of any applicable tax.
2. All fees and charges payable by you to the Company are exclusive of any taxes and if certain taxes shall be applicable, they shall be added on top of the applicable amount. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

### **Severability**

If any of the provisions of the T&C or of the Agreement are deemed to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

### **Applicable Law and Jurisdiction**

The T&C are subject to and governed by Belgian Law. Any User of Avari agrees to seek an amicable settlement prior to bringing any legal action. All disputes arising from or under these T&C shall be resolved by the courts of Belgium, Antwerp, Section Mechelen.

## **Privacy**

1. Security measures. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfill their job responsibilities.
2. Usage and sharing. We use personal information to provide our services and products, for administering our business activities, to communicate with you, to promote safety and security (we use personal information for loss prevention, anti- fraud and/or unauthorized activity and to enforce these terms) and to provide you with customer service, technical support, for audit purposes, to prevent and investigate potentially prohibited or illegal activities and to notify you about improvements to our website and new services we think you will find useful. We can use personal information so as to mitigate the risk of fraud, identity theft or credit card theft. We may use your name and email address to provide you with information about products or services that may be of interest to you. You may access, review and edit your personal information or ask us to delete your personal information at any time by logging in to the website using your credentials or by emailing us at: hello@Avari.com. We may also create anonymous, aggregated and/or other deidentified data records (“anonymous Information”) from information that you provide to us by excluding information (such as your name) that makes the information personally identifiable to you. We use this anonymous information to analyze request and usage patterns so that we may enhance the content of our services and to improve site navigation. We reserve the right to use anonymous information for any purpose and to disclose such data to third parties at our discretion.
3. Sharing of personal data. We take your privacy very seriously, and will only share your personal information as needed with the entities within the ecosystem to perform the services and in the event if we are legally obliged to meet any legal, regulatory, or governmental request, including but not limited to events when we are compelled to do so by a subpoena, court order, or similar legal procedure;

## **Miscellaneous**

1. Entire Agreement. These terms represent the entire agreement, and supersede all prior and contemporaneous understandings between you and the Company regarding the subject matter, especially regarding the services, website, platform and AVARI Token. In the event of any conflict between these terms and any other agreement you may have with the Company, the terms of that other agreement will prevail only if these terms are specifically identified and declared to be overridden by such other agreement.
2. Assignment. These Terms shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any of your rights or obligations under these Terms without Company's prior written consent from, including by operation of law or in connection with any change of control. Company may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your prior written consent or approval.

3. Force Majeure Events. Company shall not be liable for (1) any inaccuracy, error, delays or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from flood, extraordinary weather conditions, earthquake, or other force majeure events, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Company's reasonable control.
4. Waiver. Company failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.