

# Adverx ICO Terms and Conditions

The following Terms (“Terms”) govern the investment procedure (“Investments” collectively, and “Investment” individually) to Adverx.co (publicly known as “Adverx”) by Investors (“Investors” collectively, and “Investor” individually) and the subsequent genesis allocation of transferable cryptographic blockchain-based digital information units called AVXs (“AVX”) to Investors. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the ICO in which the token (AVX) is sold.

## IMPORTANT

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Ownership of AVX during the ICO carries no rights express or implied. Investments in the crowdsale are non-refundable. Investors should have no expectation of mandatory influence over governance of the platform. By participating in the sale of AVX, you expressly acknowledge and represent that you have carefully reviewed the Terms and fully understand the costs, and benefits of contributing in the crowdsale and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law, you are authorized to invest in the crowdsale in your relevant jurisdiction, are of a legal age to be bound by these Terms, and will not hold AVX, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of AVX or our parent or affiliates, now or in the future and any other member of the Adverx Team (collectively the “Adverx Team & Parties”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of AVX.

## DO NOT INVEST IN THE CROWDSALE IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS

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Investments in the crowdsale should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, like bitcoin (“BTC”), ethereum (“ETH”) and blockchain based software systems. Investors should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Adverx Team will be available to assist Investors of AVX during the sale, the Adverx Team will not be responsible in any way for loss of BTC, ETH, Fiat or AVX resulting from actions taken by, or omitted by Investors. If you do not have such experience or expertise, then you should not invest AVX or participate in the sale of AVX.

## WARNING: INVESTORS IN THE CROWDSALE MUST BE MADE AWARE OF CERTAIN FACTORS

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Prior to contributing to the crowdsale, you should carefully consider the terms listed below and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the following terms are unacceptable to you, you should not invest in the sale. By contributing to the crowdsale, and to the extent permitted by law, you are agreeing not to hold any of the Adverx Team & Parties liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of AVX, including losses associated with the terms set forth below.

### TERMS AND CONDITIONS

#### Total Number of AVX tokens to be Sold

Adverx has created 3.5 million AVX tokens, a certain percentage of which will be sold during the Sale Period according to the specifications below.

#### Commencement and Duration of Token Sale

The sale begin and end dates will be published on the official Adverx ICO website <https://adverx.co/>. The sale will finish at the designated end date published, or when all AVX tokens have been sold. Though it does not currently anticipate doing so, the Adverx team also reserves the right to shorten the sale duration for any alternative reason.

#### AVX Pricing & Issuance

The exact conversions for AVX tokens will be published on the official Adverx ICO website <https://adverx.co/>. After the designated end date or following the sale of all tokens in the crowdsale no future tokens will be issued and surplus tokens will be burned.

#### Refunds

**ALL Investments IN THE CROWDSALE ARE FINAL. Investments IN THE CROWDSALE ARE NON-REFUNDABLE. BY CONTRIBUTING IN THE SALE, THE INVESTOR ACKNOWLEDGES THAT THE ADVERX TEAM & PARTIES ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT THE INVESTOR WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR ANY AVX THAT IS NOT USED OR REMAINS UNUSED.**

#### Taxation of AVX and Taxation Related to the ICO

The Investor bears the sole responsibility to determine if the investment of AVX with BTC or the potential appreciation or depreciation in the value of AVX over time has tax implications for the Investor in the Investor's home jurisdiction. By purchasing AVX, and to the extent permitted by law, the Investor agrees not to hold any of the Adverx Team & Parties liable for any tax liability associated with or arising from investment in the crowdsale.

### Disclaimer of Warranties

THE INVESTOR EXPRESSLY AGREES THAT THE INVESTOR IS CONTRIBUTING IN THE CROWDSALE AT THE INVESTOR'S SOLE RISK AND THAT AVX IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS 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 WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE ADVERX TEAM & PARTIES WARRANT THAT THE PROCESS FOR CONTRIBUTING IN THE CROWDSALE WILL BE UNINTERRUPTED OR ERROR-FREE.

### Limitations Waiver of Liability

THE INVESTOR ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, AVX OR THE ADVERX TEAM & PARTIES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE ADVERX PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR INVEST OF, OR INABILITY TO INVEST IN THE CROWDSALE. THE INVESTOR FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE ADVERX TEAM & PARTIES ARE NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER INVESTORS IN THE CROWDSALE, AND THAT THE RISK OF CONTRIBUTING IN THE CROWDSALE AND USING AVX RESTS ENTIRELY WITH THE INVESTOR. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE THE ADVERX TEAM & PARTIES BE LIABLE TO ANY INVESTOR FOR MORE THAN THE AMOUNT THE INVESTOR HAS PAID TO CROWDSALE INVESTMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A INVESTOR. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY INVESTOR OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE ADVERX TEAM

### Force Majeure

The Adverx Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- Embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,

- emergency conditions (including weather conditions),

or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

## Complete Agreement

These Terms set forth the entire understanding between each Investor and The Adverx Team with respect to the sale of AVX. For facts relating to the sale and Investments, the Investor agrees to rely only on these two documents in determining investment decisions and understands that these documents govern the sale of AVX and supersede any public statements about the ICO made by third parties or by the Adverx Team or individuals associated with any of the Adverx Team & Parties, past and present and during the ICO.

## Severability

The Investor and the Adverx Team agree that if any portion of these Terms 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 validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

## No Waiver

The failure of the Adverx Team to require or enforce strict performance by the Investor of any provision of these Terms or the Adverx Team's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of the Adverx Team's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Adverx Team of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Adverx Team shall be deemed a modification of these Terms nor be legally binding.

## Updates to the Terms and Conditions of the AVX ICO

The Adverx Team reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Adverx website. Any Investor will be deemed to have accepted such changes by purchasing AVX. The Terms may not be otherwise amended except in a signed writing executed by both the Investor and the Adverx Team. For purposes of this agreement, "writing" does not include an e-mail message and a signature does not include an electronic signature. If at any point you do not agree to any portion of the then-current version of the Terms, you should not invest AVX.

## Cooperation with Legal Authorities

The Adverx Team will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of the Adverx project – transparency – the Adverx Team will endeavor to publish any legal enquiries upon receipt.