

FIXY NETWORK

ICO Terms and Conditions

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ATTENTION!

WHEN PURCHASING FXY TOKENS PLEASE LEARN HOW CRYPTOCURRENCY TRANSACTIONS ARE CARRIED OUT AND GET KNOWLEDGE OF TECHNICAL PROPERTIES AND CAPABILITIES OF THE SOFTWARE USED IN THE BLOCKCHAIN SYSTEM

1. Introduction

1.1. These Terms and Conditions shall govern acquisition of FXY tokens (hereinafter referred to as Tokens) and use of www.fixyapp.io website (hereinafter referred to as the Site), representing the only authorized site for FIXY NETWORK Platform (hereinafter referred to as the Platform), where Tokens shall be distributed during ICO.

1.2. These Terms and Conditions shall represent an agreement between the Token Purchaser (hereinafter referred to as the Purchaser) and FIXY NETWORK LIMITED, the private company incorporated in accordance with the laws of Hong Kong (hereinafter referred to as the Company), Reg. No. 2659347, legal address: 20th Floor, Central Tower, 28 Queen's Road, Central, Hong Kong (hereinafter collectively referred to as the Parties and separately – as a Party). The Company shall be neither bank nor any other financial institution and shall neither give investment advice nor render any other licensed financial services.

1.3. The Purchaser shall pay for and purchase the Tokens in accordance with these Terms and Conditions. Rights to the Tokens shall pass to the Purchaser after payment.

1.4. The Purchase may use the Tokens to pay for:

- commissions for purchase of Coins and for any coin-bank transactions;
- commissions for using Smart Investment;
- commissions for using the Stock and the Market;
- commissions for using services of communication with organizations and public authorities;
- services of third parties ensuring Platform operation;
- using products of outside partner companies integrated into the Platform.

1.5. The Purchaser cannot participate in ICO if respective legal restrictions for these types of transactions exist in his/her/its country of residence. Liability for violation of his/her/its country laws as far as participation in ICO is concerned shall be imposed on initial Token offering participant (Purchaser).

1.6. Pursuant to legislative restrictions physical/legal persons being nationals/residents of the countries forbidding cryptocurrency and other digital asset turnover cannot participate in ICO on the Platform.

1.7. According to these Terms and Conditions domiciled Hong Kong residents cannot participate in ICO. Hereby the Purchaser shall confirm that he/she/it is not domiciled Hong Kong resident and does not live in the territory of Hong Kong.

2. FIXY NETWORK

2.1. FXY represents an internal token of the Platform which shall be available for the purchasers thereof. Funds collected during ICO shall be used for the Platform implementation, engagement of customers and its further development as well as for the creation of favourable conditions for using Tokens in swaps and other transactions. Token value shall fully depend on development of the Platform and digital asset market.

2.2. ICO participants purchasing Tokens shall not become company members (shareholders) and thus shall not be entitled to participate in making decisions on the Company operating activities and any other decisions connected with Company management.

2.3. At the present time technical and organizational Platform aspects are under development and implementation thereof shall be financed at the expense of the funds obtained during ICO.

3. Initial Token Offer (ICO)

3.1. 100,000,000 Tokens shall be offered altogether.

The total of 73% of Tokens (i.e. 73,000,000 Tokens) shall be sold for ETH:

- 5% (5,000,000 of Tokens) at the private sale
- 14% (14,000,000 of Tokens) at the PRE- ICO
- 54% (54,000,000 of Tokens) at the ICO STAGE 1+2

Remaining 27% of Tokens shall be distributed as follows:

- 15% (15,000,000 of Tokens) shall be left for the Company Founder and Team.
- The Tokens have been blocked for 36 month and shall be released for use by 2 500 000 of Tokens a 6-month period. They shall be fully released during 3 years;
- 1% (1,000,000 of Tokens) shall be allocated for bounty campaigns.
- 2% (2,000,000 of Tokens) shall be allocated for Airdrop campaign.
- 1,5% (1,500,000 of Tokens) shall be allocated for Advisor.
- 7,5% (7,500,000 of Tokens) shall be allocated as reserve for liquidity.

3.2. The price of Tokens for participants of the Pre-Sale and the first ICO stage shall be defined on completion of the first ICO stage by the following formula:

$$„1 \text{ ETH} = 5000 \text{ FXY} = 0.0002 \text{ ETH}“$$

PRE-ICO	40% Bonus	1 ETH = 7000 FXY	= 0.000142ETH
ICO Level 1	20% Bonus	1 ETH = 6000 FXY	= 0.000167ETH
ICO Level 2	0% Bonus	1 ETH = 5000 FXY	= 0.000200ETH
Private Sale:	400 ETH	5.000.000 FXY	
PRE-ICO:	2.000 ETH	14.000.000 FXY	
ICO Level 1+2:	9.000 ETH	54.000.000 FXY	
Total:	11.400 ETH	73.000.000 FXY	

In Case of HardCap will not be reached, unsold tokens will be burned, and also in case of SoftCap will be not reached, project will be cancelled. After audit and processing PRE-ICO and ICO funds will be refund asap to contributors. This process can take from 6- to 36 month. Tx cost will be excluded from refunds.

4. Rights and obligations

4.1. The Purchaser shall:

- pay for the Tokens within the time frame specified herein;
- notify the Company in advance of the change of the purse for the Tokens should reception to the purse payment has been made from be impossible;
- submit the Company any information necessary for fulfillment of obligations;
- neither take actions or fail to act if it can cause damage to the Company and/or other acquirers
- The Purchaser shall immediately notify the Company should such possibility be discovered;
- not transfer confidential information to third persons without the Company's consent should the Purchaser have such information in his/her/its possession;
- bear any risks connected with Token acquisition, keeping and use.
- observe all the rules of the Platform use posted on the Site.
- check for amendments introduced into Terms and Conditions or new revision of Terms and Conditions posted on the Site and consent thereto (the absence of objections on the Purchaser's part within 5 (five) calendar days upon publication of amendments to Terms and Conditions or new revision of Terms and Conditions shall be treated as the Purchaser's consent thereto).

4.2. The Purchaser may:

- ask the Company for the information within these Terms and Conditions without interference in the Company activities;
- use Tokens to pay for commissions and services which can be offered by the Company;
- participate in the Platform management and control thereof by voting for the commission rates, operating parameters, development projects and for those responsible for implementation thereof and be remunerated for his/her/its actions;

4.3. The Company shall:

- issue Tokens in accordance with these Terms and Conditions;
- transfer Tokens to the purse specified by the Purchaser should this purse differ from the one payment has been made from;
- not submit information about the Purchaser to third persons except for the cases provided for by the law.

4.4. The Company may:

- obtain any information from the Purchaser to fulfill these Terms and Conditions.

5. Liability limitation

5.1. The Company shall not be liable for:

- Any lost profit, lost savings and accidental or consequential losses caused by using or impossibility to use services or products offered by the Platform;
- Any risk connected with security, including that connected with hacking attacks, loss of password, unauthorized access to the personal account, etc.;
- Any losses caused by Token volatility at circulation thereof.

6. Risks

6.1. Participation in ICO and any Token acquisition shall bear risks. It is recommended for the Purchaser to study the list of risks described in par. 6.2-6.4 prior to participation and consult the lawyer, accountant, tax specialist and other consultants if necessary.

6.2. Token holders shall understand that even in case of collection of sufficient amount of funds for the platform launch and marketing campaign the project can be implemented with deviations from planned results.

6.3. The projects financed using ICO shall remain objects of regulatory control on the part of various regulatory bodies all over the world. Platform activity can be affected in future by Hong Kong legislative rules which may impose restraints on the Platform operation.

6.4. The field of cryptocurrencies is new, so there exists the risk of unforeseen hacking attacks or other attacks which may lead to the loss of Tokens kept in one or several purses.

7. Warranty

7.1. Purchasing Tokens (either during ICO or after it) the Purchaser shall guarantee and confirm that he/she/it:

- has basic understanding of operation of digital asset and other blockchain-based software systems;
- is more than 18 years old;
- that using Tokens is not forbidden by the laws in force in the Purchaser's jurisdiction;
- shall not use Tokens in transactions forbidden by his/her/its country legislation;
- is not the national/resident of the country restricting access to the digital asset market.

8. Privacy policy

8.1. The Company shall not receive, process or transfer personal data outside of the Platform. The information submitted during verification on the Platform shall not be available to other Platform users.

8.2. Becoming ICO participant the Purchaser shall consent to any inquiries for identity authentication and/or protection from fraud which the Company shall consider necessary.

9. Force-Majeure

9.1. The Parties shall be exempted from the liability for default or partial non-fulfillment of their contractual obligations if such default is caused by the effect of circumstances of insuperable force, namely: fire, flood, earthquake, strike, war, actions of governmental authorities or other circumstances beyond Parties' control.

9.2. Should any of such circumstances have led to non-fulfillment of obligations within the terms specified in the Contract such terms shall be extended in proportion to duration of respective circumstances.

9.3. Should such circumstances continue for more than 1 (one) calendar month, any Party may advance the initiative of Contract termination in connection with impossibility of execution thereof. Should the Parties decide on Contract termination based on the reason mentioned, neither Party shall be entitled for reimbursement of possible losses.

9.4. The Party incapable of fulfilling its contractual obligations shall notify the other Party of that in writing in time, but in any case within 10 (ten) calendar days upon occurrence of the circumstances of insuperable force and submit justifying documents issued by competent authorities.

- 9.5. Failure to notify or late notification on occurrence of force-majeure shall divest the Party of the right to refer to any above said circumstances as to the grounds for exemption from the liability for default on obligations.
- 9.6. The Parties shall acknowledge that Party's insolvency shall not represent force-majeure circumstance.

10. Final provisions

1. The Company may introduce amendments hereto unilaterally. The amendments shall come into force within 7 (seven) calendar days upon introduction thereof into these Terms and Conditions or placement of revised version of Terms and Conditions on the Site. Should any objections concerning amendments to these Terms and Conditions or revised version of Terms and Conditions be received from the Purchaser or other acquirers within this time period, the Company may at its own discretion:
 - delete amendments to these Terms and Conditions or revised version of Terms and Conditions keeping the initial version of Terms and Conditions in force, or
 - buy out the Tokens from the Purchaser or other acquirers expressing objections concerning amendments to these Terms and Conditions or revised version of Terms and Conditions, at the price of initial Token purchase.
2. Should any discrepancies arise the Parties shall try to solve them by means of negotiations. Should they fail to reach agreement the dispute shall be submitted to judicial instances of Hong Kong in accordance with Hong Kong legislation.
3. Contact the support at ht@fixyapp.io for all the issues concerning ICO arrangement on the FIXY NETWORK Platform.