

**DealBox**  
**TERMS AND CONDITIONS RELATING TO TOKEN SALE**  
**Last updated: 18<sup>th</sup> November 2017**

PLEASE READ THESE TERMS AND CONDITIONS (“T&Cs”) CAREFULLY. BY MAKING A CONTRIBUTION TO DEALBOX FOR THE PURCHASE OF DEALBOX TOKENS (“DLBX”) DURING THE TOKEN SALE, YOU WILL BE BOUND BY THESE T&Cs AND ALL TERMS INCORPORATED HEREIN BY REFERENCE.

BY ACCEPTING THESE T&CS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH DEALBOX INC. THESE T&CS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE T&Cs, DO NOT MAKE A CONTRIBUTION FOR THE PURCHASE OF DLBX AND NAVIGATE AWAY FROM THE DEALBOX WEBSITE.

### **PARTIES TO THESE T&Cs**

DEALBOX INC is a company incorporated and registered in Delaware, USA and is referred to in these T&Cs as “DealBox”, “Company”, “We”, “Our” or “Us”. References in these T&Cs to “Contributor”, “your” or “you” are to the person/entity who accepts these T&Cs and agrees to make a contribution to DEALBOX as set out in and on the terms of these T&Cs. You and DEALBXO shall together be referred to as the “Parties” and references to a “Party” shall be to the relevant one of them as the context requires.

If you have any questions relating to these T&Cs, please contact us at [hello@dlbx.io](mailto:hello@dlbx.io)

### **YOU AND DEALBOX HEREBY AGREE AS FOLLOWS:**

#### **1. DealBox Platform**

##### **1.1**

DealBox is a blockchain business accelerator and crowdfunding platform with a tokenized ecosystem (the “DealBox Platform”).

## 1.2

For a more detailed description of the proposed DealBox Platform, please refer to the DealBox website at <https://dlbx.io/> and the DealBox Whitepaper (a copy of which can be found at: <https://dlbx.io/DealBoxWPv1.7.pdf>). The information contained in the DealBox Whitepaper and on the DealBox website are of descriptive nature only, are not binding and do not form part of these T&Cs.

## **2. Scope of T&Cs**

### 2.1

Save as otherwise set out in these T&Cs, these T&Cs (including any terms incorporated herein by reference) govern only your contribution to DealBox for the purchase of DLBX during the Contribution Period (as such terms are defined in clauses 5.1).

### 2.2

Any potential future use of DLBX in connection with the provision or receipt of services on the DealBox Platform shall be subject to and governed by such other applicable terms, conditions and policies relating to the use of the DealBox Platform (“Platform Terms”). Such Platform Terms will be made available to DealBox Platform users, if the DealBox Platform is successfully developed and deployed.

## **3. Contribution Period**

### 3.1

Contributions may be made during a defined period of time (“Contribution Period”). The Contribution Period shall commence on 19th November 2017 at 7pm (PST) and shall end on 19th January 2017 at 7pm (PST) .

## **4. Method of Contribution**

### 4.1

You may contribute to DealBox during the Token Sale in ETH in the manner described in this clause 4.

#### 4.2

Contributions to be made in ETH must be sent from <https://www.myetherwallet.com> in respect of which you can identify your private key. Your private key shall be required to verify your ETH contribution to DealBox and to enable DealBox to issue DLBX to you through the Smart Contract System (as further described in clause 5). ETH contributions shall be sent to the DealBox Ethereum wallet address specified on the DealBox website.

#### 4.3

In order to determine the number of DLBX that will be allocated to you, we shall calculate the ETH to DLBX based on an exchange rate of \$300.00 USD per ETH.

During the bonus period (11-19-2017 to 12/19/2017):

Less than 10k tokens 461 tokens/eth

10k tokens or more 698 tokens/eth

After the bonus period:

Less than 10k tokens 400 tokens/eth

10k tokens or more 600 tokens/eth

DealBox shall not be responsible or liable for any losses which may be suffered by the Contributor as a result of this conversion methodology.

#### 4.4

Contributions shall be sent exclusively to the DealBox wallet addresses specified on the DealBox website. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue DLBX or facilitates the allocation or transfer of DLBX in any way during the Contribution Period, such third-party websites or services are, unless expressly set out in these T&Cs or mentioned on the DealBox website, not authorized by DealBox nor do they have any legal or commercial relationship in any way with DealBox, the DealBox Platform or DLBX.

#### 4.5

Contributors that send contributions: a) in a fiat currency or any cryptocurrency (other than ETH); or b) to any third-party website, wallet address, service or smart contract that offers DLBX in the manner described in clause 4.4, risk losing their entire contribution and DealBox shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall DealBox be responsible or liable for any losses incurred by the Contributor in this respect.

## **5. Creation and issue of DLBX through the Smart Contract System**

### **5.1**

DealBox has deployed a smart contract system (the “Smart Contract System”) on the Ethereum blockchain for the purposes of creating its own proprietary tokens (DLBX) and issuing such DLBX to the Contributor’s Ethereum wallet. DLBX shall be based on the ERC20 token standard and is intended to have the functionality set out in the DealBox whitepaper

### **5.2**

DealBox shall keep a record of all contributions received by the DealBox wallets including details of the time the contribution was received, the amount of the contribution and the wallet address from which the contribution was sent (“Contribution Records”).

### **5.3**

In order to receive DLBX, Contributors must have an Ethereum wallet at <https://www.myetherwallet.com> that supports the ERC20 token standard (in other words the Contributor’s Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of DLBX, being tokens that are created based on the ERC20 token standard). DealBox reserves the right to prescribe additional conditions relating to the specific wallet requirements at any time acting in its sole and absolute discretion.

### **5.4**

After you have made a contribution to DealBox in accordance with one or more of the methods described in clause 4, you shall be required to undertake a contribution verification procedure whereby you shall be required to send DealBox a notice containing details of your Ethereum

wallet address. The form and method of the notice shall be in such manner as DealBox shall prescribe on their website.

## **6. DLBX Price**

6.1 During the Bonus Period (11/19/2017 to 12/19/2017), a contribution of or equivalent to 1 ETH (following any conversion to ETH in the manner described in clause 4.3) will entitle the Contributor to receive a 15% bonus amount of DLBX commensurate to the amount purchased per the following pricing schedule:

Less than 10k tokens 461 tokens/eth  
10k tokens or more 698 tokens/eth

DLBX pricing will otherwise adhere to this pricing schedule based on the amount of DLBX purchased:

Less than 10k tokens 400 tokens/eth  
10k tokens or more 600 tokens/eth

## **7. Refunds, Refusals, Suspension and Termination of Contributions**

### **7.1**

DealBox has imposed a minimum aggregate contribution target equivalent to USD 1 million ("Minimum Target"). If on conclusion of the token sale Period, the aggregate sum of all contributions received by DealBox is less than the Minimum Target, DealBox shall, within a reasonable period of time, exercise reasonable actions to procure that contributions are returned to Contributor.

### **7.2 To the extent that:**

a) DealBox decides to change the intended functionality of DLBX (as described in the white paper) in order to ensure compliance with any laws or regulatory requirements to which it is subject; and

b) The changes are significantly material to the functionality of DLBX in the view of the Company; and

c) you are not satisfied with the change in functionality of DLBX,

DealBox may at its discretion and under certain circumstances offer you the chance to claim a refund of your contribution and DealBox shall procure that any such claim for a refund is processed within a reasonable period of time.

### 7.3

DealBox reserves the right to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable actions to procure that the contribution is returned to the Contributor, however, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.

### 7.4

Subject to clauses 7.1, 7.3 and 7.3 and except to the extent required by applicable law, all contributions received by DealBox under these T&Cs are final and Contributors shall not be entitled to claim any refund or reimbursement of contributions from DealBox.

### 7.5

At any time prior to satisfaction of the Completion Conditions, we may either temporarily suspend or permanently abort the Token Sale for security reasons. Any suspension or abort of the Token Sale shall be deemed to commence from the moment that we publish a notice to that effect on our website.

### 7.6

Contributors who send us contributions (after we publish a notice that the Token Sale has been suspended or aborted in accordance with clause 7.5) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Contributor nor shall we be responsible or liable for any losses incurred by the Contributor in this respect. Contributors are therefore strongly advised to check our website before sending a contribution to the Smart Contract System.

## **8. Conclusion of the Token Sale**

### 8.1

The Token Sale shall conclude on the earlier of:

- a) all 400M DLBX tokens are sold; or
- b) conclusion of the token sale Period, (hereinafter the “Completion Conditions”).

## **9. Token Functionality**

### **9.1**

Ownership of DLBX carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the DealBox Platform (as further described in the white paper), if and to the extent the DealBox Platform is successfully developed and deployed. Any potential future right or expectation relating to the provision and receipt of services on the DealBox Platform shall be subject to any restrictions and limitations set out in these T&Cs.

### **9.2**

You acknowledge and accept that DLBX do not represent or constitute:

- a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
- b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to DealBox and/or the DealBox Platform;
- c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or
- d) the provision of any goods and/or services as at the date that these T&Cs form a binding agreement between the Parties.

### **9.3**

Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments referred to in clause 9.2 shall not apply to any contribution made under these T&Cs for the acquisition of DLBX or to your storage, sale and/or transfer of DLBX.

#### 9.4

DealBox makes no warranties or representations and offers no assurances (in each case whether express or implied) that DLBX shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the DealBox Platform.

### **10. Contributor's Representations and Warranties**

#### 10.1

By participating in the Token Sale and sending a contribution to DealBox, you hereby represent and warrant that:

- a) you have read and understood these T&Cs (including all the referenced content hereto);
- b) you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with DealBox and to perform the obligations set out herein;
- c) the acceptance of these T&Cs and the entry into a binding agreement with DealBox shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Contributor's constitutional or organization documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Contributor by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Contributor is a party or by which the Contributor is bound;
- d) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like Bitcoin and ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
- e) you have obtained sufficient information about the potential future use and functionality of DLBX to make an informed decision to participate in the Token Sale pursuant to these T&Cs;

f) you understand that DLBX confer only a limited potential future right or expectation to use and interact with the DealBox Platform (as more particularly described in the white paper) and that DLBX confer no other rights of any kind with respect to DealBox and/or the DealBox Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

g) if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with DealBox on the terms set out herein;

h) if you are making a contribution for the acquisition of DLBX for or on behalf of an entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;

i) if you are making a contribution for the purchase of DLBX for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with DealBox on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Contributor", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorized to make a contribution);

j) you are making a contribution for the purchase of DLBX to support the development, testing, deployment and operation of the DealBox Platform and to potentially use and interact with the DealBox Platform at a future point in time. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

k) any contribution to be made by you for the purchase of DLBX is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;

l) you shall not use DLBX to finance, engage in, or otherwise support any unlawful activities;

m) the contribution shall be transferred to DealBox from a Ethereum wallet account that: (i) is registered in your name or in the name of a person who

is duly authorized by you to send a contribution to DealBox; and (ii) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a “non-cooperative country or territory”;

n) making a contribution and receiving DLBX under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);

o) you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territorywide sanction imposed by any country or government or international authority.

## **11. Risks**

You acknowledge and agree that sending a contribution to DealBox, the creation and issue of DLBX and the development and deployment of the DealBox Platform carries significant financial, regulatory and reputational risks, including but not limited to those set out in these T&Cs. BY MAKING A CONTRIBUTION TO DEALBOX AND ACCEPTING THESE T&Cs YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THESE RISKS.

## **12. Audit of the Smart Contract System**

### 12.1

DealBox shall exercise reasonable actions to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.

### 12.2

Notwithstanding clause 12.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System,

you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract System and DLBX are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of contributions and/or DLBX.

### **13. Security**

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution to DealBox and to receive and store DLBX that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your DLBX. DealBox shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of DLBX nor shall we be under any obligation to recover or return any DLBX and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) DLBX issued to during the Token Sale.

### **14. Right to Request Information**

We may determine, in our sole and absolute discretion, that it is necessary to obtain certain information about you in order to comply with applicable law in connection with the creation and issue of DLBX to you. You agree to provide us such information promptly upon request, and you acknowledge and accept that we may refuse or reject any contributions for the purchase of DLBX until you provide such requested information and we have determined that it is permissible to create and issue DLBX to you under applicable law.

### **15. Indemnity**

#### **15.1**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless DealBox and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders,

suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “DealBox Parties”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

- a) your acquisition or use of DLBX under these T&Cs;
- b) the performance or non-performance of your responsibilities or obligations under these T&Cs;
- c) your breach of any of the terms and conditions set out in these T&Cs; or
- d) your breach of any rights of any other person or entity.

## 15.2

DealBox reserves the right to exercise sole control over the defense, at your sole cost and expense, of any claim subject to an indemnity set out in clause 15.1.

## 15.3

The indemnity set out in this clause 15 is in addition to, and not in lieu of, any other remedies that may be available to DealBox under applicable law.

## **16. Disclaimers**

### 16.1

To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

- a) DLBX are sold on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the DLBX (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- b) we do not represent or warrant that DLBX are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
- c) we cannot and do not represent or warrant that DLBX or the delivery mechanism for DLBX are free of viruses or other harmful components.

## 16.2

Neither these T&Cs nor the DealBox Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. DLBX should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate re-sale.

## 16.3

No regulatory authority has examined or approved of any of the information set out in these T&Cs and/or the DealBox Whitepaper. No such action has been or will be taken under the laws, 11 regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and/or the DealBox Whitepaper does not imply that applicable laws, regulatory requirements or rules have been complied with.

## **17. Limitation of Liability**

### 17.1

To the fullest extent permitted by applicable law, in no circumstances shall:

a) DealBox or any of the DealBox Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of DLBX or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if DealBox or any of the DealBox Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and

b) the aggregate liability of DealBox and the DealBox parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use DLBX, exceed the amount of your contribution.

### 17.2

The limitations and exclusions of liability set out in clause 17.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of DealBox, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

## **18. Taxation**

### **18.1**

You are solely responsible for determining whether your contribution to DealBox for the development of the DealBox Platform, the transfer of ETH, the creation, ownership, use or liquidation of DLBX, the potential appreciation or depreciation in the value of DLBX over time (if any), the allocation of DLBX and/or any other action or transaction contemplated by these T&Cs or related to the DealBox Platform will give rise to any tax implications on your part.

### **18.2**

You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. DealBox shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, value added or similar tax which may arise from your contribution and acquisition of DLBX under or in connection with these T&Cs.

## **19. Miscellaneous**

### **19.1**

The Contributor understands and accepts that the network of miners will be ultimately in control of the Smart Contract System and that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to DLBX losing intrinsic value.

### **19.2**

We may amend these T&Cs from time to time, including where there are changes to the intended functionality of DLBX or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we will publish a notice and the

updated T&Cs on our website and we will change the “Last Updated” date at the top of these T&Cs. Any amended T&Cs shall become effective immediately upon the publication of notice and the updated T&Cs on our website. It is your responsibility to regularly check our website for any such notices and updated T&Cs.

### 19.3

If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.

### 19.4

These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

19.5 You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of DealBox in relation to the subject matter of these T&Cs at any time before your acceptance of them (“Pre-Contractual Statements”), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

19.6 Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and DealBox and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the DealBox Platform.

### 19.7

These T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and

claims) shall be governed by and construed in accordance with Delaware Law.

19.8 The Parties irrevocably agree that the Delaware courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes and claims).