



## The Terms and Conditions of the MaxBox Token Presale

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### Privacy Policy:

\* The company will use personal information on the customer collected from his application in accordance with the Privacy Policy.

## The Terms and Conditions of the MaxBox Token Sale

This agreement does not propose or solicit any investment or purchase of securities. Also, this agreement shall apply to the purchase of MaxBox Token during the Token Sale Period.

### 1 The purpose

MaxBox ("the company") manages its business as a virtual currency exchange company to facilitate the circulation of the encrypted currency and provide an innovative fundraising platform using a unique token. This token sale aims for a cloud founding to collect necessary capital to promote the company business toward the future. This token is a record on the block chain given to the buyer as a reward for assistance with the company business. This means that the buyer of a token does not acquire any ownership or any right to financial products or securities. The company shall have the right to deal in the token on the virtual currency exchange market but not be obliged to do so.

### 2 The scope of the terms and conditions

Unless otherwise stipulated herein, the terms and conditions will apply only to the purchase of this token from the seller during the sale period. Also, personal information of the customer that is gathered during the token sale shall be handled in pursuant to the privacy policy of the company and Republic Act No. 1017 also known as the Data Privacy Act of 2012.

### 3 Cancellation and refusal of application for purchase

The buyer shall not be able to demand the return of money or cancellation of the application. Also, the company shall be able to refuse or cancel any application for purchase at any time and at its discretion in view of the circumstances surrounding the token sale.

### 4 Procedures and details of the token sale

The terms and conditions on the token sale (the sale period, pricing, the scheduled number on sale, and so on) are as prescribed in Exhibit 1.

### 5 Security

The buyer shall assume responsibility for taking reasonable measures to ensure access security in the process of the purchase and management of the token. The company or seller shall take no responsibility whatsoever for any loss of access to the token resulting from lack of reasonable actions on the side of the buyer.

### 6 Personal information

The company may request the seller to collect certain information on the buyer as required to comply with the laws and regulation concerning the token sale. Upon confirmation of such information, the seller may refuse to sell or deliver the token.

### 7 Taxes and duties payable by the seller

All prices concerning the token sale are displayed with the exclusion of taxes. The buyer or the company has no responsibility whatsoever for withholding, collecting, reporting, or paying any tax resulting from the token sale.

### 8 Representation and warranty

By the purchase of the token, the buyer shall be deemed to represent and warrant that they have confirmed and understood the detail of the terms and conditions.

### 9 Disclaimer

The buyer shall not inflict any damage whatsoever on the seller, the company, or any other person related to the purchase as a result of his purchase, use of the token or the execution of his responsibility or duties in pursuant to the terms and conditions. The token is sold with no warranty of any kind. Therefore, the company shall not represent or warrant that the credibility and accuracy of the token shall be amended in the future. Also, the company shall not be held liable for any damage arising from the sale or use of the token.

## **10 Applicable laws and jurisdiction**

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Any dispute in connection with the terms and conditions shall be subject to the competent court of the Republic of the Philippines.

## **11 The awareness of the risk**

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Anyone who purchases, owns or uses the token shall recognize and accept the following risks:

### **(1)The risk of the purchase, sale, and use of the token**

The token is not planned or sold as any kind of securities or financial products. Therefore, all information on the purchase is not intended to facilitate the judgment of investment. The company shall not be held liable for any loss or damage resulting from any error or inaccuracy in such information.

The buyer shall not cause any damage to the seller, the company, and any other person related to the purchase as a result of his purchase or use of the token or the execution of his responsibility or duties in pursuant to the terms and conditions.

The token is sold with no warranties of any kind. Therefore, the company shall not represent or warrant that the credibility and accuracy of the token shall be amended in the future. Also, the company shall not be held liable for any damages arising from the sale or use of the token.

### **(2)The risk of the loss of access caused by a failure to manage the token**

The buyer may lose due access to the token should he lose the secret key associated with the digital wallet as a result of improper management.

### **(3)System risk**

Being based on the Ethereum Network, the token is exposed to the risk of a defect or glitch in the network, which may develop into an unexpected situation. Also, the token has the risk of possible hacking or a cyber-attack.

### **(4)Market risk**

Intended to be used on the MaxBox platform, the token has a possible illiquidity risk depending on the situations surrounding the encrypted currency exchange market.

### **(5)Risk of regulatory measures**

The policy of the issuance and sale of a token is unclear in some regions. Therefore, this token has the risk of being subject to certain regulations in the future, resulting from a change in the way regulatory authorities deal with it.

### **(6)Risk of taxation**

The basis of taxation is ambiguous concerning the purchase of this token. Therefore, the buyer needs to check with the tax authorities as to the requirements of filing the tax return.

### **(7)Risk of the impossibility to maintain the MaxBox platform**

The development of the MaxBox platform is still underway towards the future. Therefore, the platform is subject to a critical change to the specifications from now on. Due to some factors in the development, the token has the risk of inability of the platform to work properly or be developed or maintained adequately.

### **(8)Risk of price change**

This token has the risk of being subject to a great fluctuation in the price once it goes on a virtual currency exchange market sometime in the future.

### **(9)Risk of disbandment**

A seller or the company has the possibility of disbanding due to a large change in the value of encrypted currencies as a whole, a notable decrease in the usability of this token, or a failure in business management.

### **(10)Unexpected risk**

This token is planned and designed on the basis of new technologies. Thus, there is no denying on the existence of other potential risks that could not be expected initially.

### **(11)Law and Venue Applicable**

In case of disputes arising out in this agreement, parties involved shall submit themselves to the exclusive jurisdiction of competent courts in Makati City.

## The Privacy Policy:

### 1 The purpose

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The company uses customer personal information collected from the contract only for the following purposes:

- (1) Refer to it as fundamental data to negotiate with the customer, confirm the content of the contract, and promote a proper and seamless trade.
- (2) Advise and contact the customer as necessary.
- (3) Make use of it for the marketing strategy to develop products and services in the future.

### 2 Disclosure

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The company does not disclose personal information without the consent of the customer except under the following circumstances:

- (1) The disclosure of personal information is required to protect the life, body, or property of a person in spite of the difficulty to obtain the consent of the customer.
- (2) The disclosure of personal information is required to promote public hygiene or the healthy development of children in spite of the difficulty to obtain the consent of the customer.
- (3) The company is required to cooperate with state agency, local public organization, or anyone contractor thereof in their execution of the affairs prescribed by laws and regulations.
- (4) The company is required by a court, a prosecutors' office, the police, a bar association, a consumer information center, or any other organization with similar authority to disclose or provide personal information.
- (5) The disclosure or provision of personal information is allowed by laws and regulations.

### 3 Outsourcing

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The company may outsource the handling of personal information to a third party contractor within the scope as necessary to achieve the purposes mentioned above. In such a case, the company exercises necessary and proper oversight to ensure that the contractor manages the safety of personal information.

### 4 Security management measures

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The company takes necessary and proper measures to prevent the leak or loss of customer personal information and maintain it in safety and attempts to improve these security management measures continuously.



MaxBox Systems Inc.

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