



## IntraX Token ICO sale Terms & conditions



Please note that English is the original language of these IntraX Token ICO sale Terms & conditions. The translation of these IntraX Token ICO sale Terms & conditions into other languages has not been thoroughly reviewed hence no assurance regarding accuracy, reliability and completeness of such translation can be made by Intra People Limited. In any case of discrepancy or conflict between any such translation and the English version of the IntraX Token ICO sale Terms & conditions, the English version will always prevail.

Last updated on the 31<sup>st</sup> of January 2019



# IntraX Token ICO sale Terms & conditions

PLEASE READ THESE ICO SALE TERMS & CONDITIONS CAREFULLY. NOTE THAT SECTION 14 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE TOKENS.

Your purchase of IntraX (IntraX) Tokens (“Tokens”) during the ICO Sale (as defined below) from Intra People Limited (the “Company,” “we,” or “us”) is subject to these Terms & Conditions of sale (“Terms & Conditions”). Each of you and the Company is a “Party” and, together, the “Parties”.

By purchasing IntraX Tokens from us during the ICO Sale, you will be bound by these Terms & Conditions and any policies incorporated by reference. If you have any questions regarding these Terms & Conditions, please contact us at [info@intrapeople.com](mailto:info@intrapeople.com)

## §1 BASIC PRINCIPLES

### **1.1. Not open to U.S. Citizens or U.S. persons.**

THIS ICO SALE IS NOT OPEN TO U.S. CITIZENS (as defined in 8 U.S.C. Subchapter III) NOR IS IT OPEN TO U.S. PERSONS (as defined in 17 C.F.R. §230.902(k)). THE TOKENS ARE NOT OFFERED BY THE COMPANY TO U.S. CITIZENS OR U.S. PERSONS. YOU COVENANT THAT YOU ARE NEITHER A U.S. CITIZEN NOR A U.S. PERSON. YOU ACKNOWLEDGE THAT ANY PURCHASE OF TOKENS BY A U.S. CITIZEN OR A U.S. PERSON IN THIS ICO SALE WILL BE RENDERED NULL AND VOID. IF YOU ARE NOT SURE IF YOU ARE A U.S. CITIZEN OR A U.S. PERSON DO NOT PARTICIPATE IN THIS ICO SALE.

FOR RESIDENTS OF NEW YORK: THE TOKENS ARE NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF, OR ANY PERSON LOCATED IN, THE STATE OF NEW YORK OR ANY ENTITY, INCLUDING, WITHOUT LIMITATION, ANY CORPORATION OR PARTNERSHIP CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE STATE OF NEW YORK (“NEW YORK PERSONS”). INTRA PEOPLE IS NOT SOLICITING PURCHASES BY NEW YORK PERSONS IN ANY WAY.

### **1.2. Other nationalities with restrictions.**

THE ICO SALE IS ALSO NOT OPEN TO CITIZENS OR RESIDENTS OF THE PEOPLE’S REPUBLIC OF CHINA, CRIMEA REGION, CUBA, HONG KONG, INDIA, SINGAPORE, SOUTH AFRICA AND SOUTH KOREA.

### **1.3. UN embargoed countries.**

THE SALE ICO IS ALSO NOT OPEN TO CITIZENS WHO HAS THEIR PRIMARY DOMICILE IS IN ONE OF THE FOLLOWING UN EMBARGOED COUNTRIES; AFGHANISTAN, DEMOCRATIC REPUBLIC OF THE CONGO, ERITREA, GUINEA BISSAU, HAITI, IRAN, IRAQ, KENYA, LEBANON, LIBERIA, LIBYA, NIGERIA, NORTH KOREA, RWANDA, SIERRA LEONE, SOMALIA, SUDAN, SYRIA AND ZIMBABWE.

### **1.4. Not a securities or investment.**

THE INFORMATION CONTAINED IN OUR WEBSITE AND THESE TERMS & CONDITIONS DO NOT CONSTITUTE A PROSPECTUS OR OFFERING DOCUMENT, OR AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY SECURITIES.

THE INTRAX TOKENS ARE NOT AN INVESTMENT. THE INTRAX TOKENS ARE NOT AN INVESTMENT PRODUCT, BUT WILL BE REQUIRED TO USE THE INTRA PEOPLE PLATFORM, WHEN IT IS COMPLETED. THERE SHOULD BE NO EXPECTATION OF FUTURE PROFIT OR GAIN FROM THE PURCHASE OF THE TOKENS.



YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT PURCHASING THE INTRAX TOKENS FOR PURPOSES OF INVESTMENT OR SPECULATION OR FOR IMMEDIATE RESALE OR OTHER FINANCIAL PURPOSES. YOU ACKNOWLEDGE AND AGREE THAT YOU HAS NO EXPECTATION OF ECONOMIC BENEFIT OR PROFIT FROM PURCHASING THE INTRAX TOKENS. YOU AGREE THAT IF YOU DETERMINE TO TRANSFER INTRAX TOKENS, YOU WILL NOT PORTRAY INTRAX TOKENS TO PROSPECTIVE TRANSFEREES AS AN INVESTMENT OPPORTUNITY TO OBTAIN AN ECONOMIC BENEFIT OR PROFIT.

#### **1.5. Age confirmation.**

THE WEBSITE IS NOT INTENDED FOR USE BY ANYONE UNDER THE AGE OF 18. THE TOKENS MAY NOT BE PURCHASED THROUGH THE WEBSITE BY ANYONE UNDER THE AGE OF 18. BY USING THE WEBSITE AND/OR PURCHASING INTRAX TOKENS THROUGH THE WEBSITE, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER.

You and the Company agree as follows:

### **§2 INTRAX TOKEN ICO SALE STRUCTURE**

#### **2.1. ICO Sale.**

The name of the token is IntraX.

Hard CAP: 7.000.000 IntraX Tokens.

Soft CAP: There is no soft CAP.

The Company will conduct a public sale of IntraX Tokens (the “ICO sale”), which will begin at **1<sup>st</sup> of August 2018 (00:00 CET)**, (the “Launch Date”), and end at **31<sup>st</sup> of March 2019 (23.59 CET)**, (the “ICO Sale End Date”) or when 7.000.000 IntraX Tokens has been sold, whichever is earlier.

### **§3 ELIGIBILITY**

#### **3.1. Eligible to participate.**

In order to be eligible to participate in the ICO Sale and to make a purchase, you will have to download and install a compatible wallet. We reserve the right to prescribe additional guidance regarding specific wallet requirements. We are not responsible for any delays, losses, costs, non-delivery of refunds or of IntraX Tokens.

### **§4 PURCHASE AND SALE OF INTRAX TOKENS**

#### **4.1. Price; Payment Currencies.**

The price per Token is 1 (one) IntraX Token = 1 (one) euro (“Price Per Token”).

For the first three million IntraX Tokens sold there will be a bonus of -10% (minus ten percent). So the purchase price for 1 IntraX token during the ICO Sale is 1 IntraX token = 0.9 euro.

While the Price Per Token is set in euro (EUR) you can pay for IntraX Tokens with the methods below:

##### **4.1.1. Crypto currencies.**

You can use the following crypto currencies: Ethereum (“ETH”), Bitcoin (“BTC”), Bitcoin Cash (“BCH”) and Ethereum Classic (“ETC”).

The price is determinate by the value at the purchasing time.



#### **4.1.2. Debit card / Credit card.**

You can pay with debit/credit card in Euro (EUR) with VISA and Mastercard. The price is determinate by the value at the purchasing time.

#### **4.1.3. Bank transfer.**

You can pay via bank transfer to a bank account specified by the Company, in EUR, USD, CHF and GBP.

(Each of the above, are "Payment Currency").

#### **4.2. Purchase Procedure.**

You may make a contribution to the Company during the ICO sale in the manner described in paragraph 4.1.

#### **4.3. Purchases with fiat currency.**

Contributions to be made in fiat currency must be sent to a bank account designated by the Company, details of which are specified on the Company's website. In accordance with this paragraph your ETH address shall be required to verify your contribution to purchase IntraX Tokens and to enable the Company to issue IntraX Tokens to you through the Smart Contract System.

#### **4.4. Purchases with Ethereum (ETH).**

Contributions to be made in ETH must be sent from an Ethereum wallet in respect of which you can identify your private key. Your private key shall be required to verify your ETH contribution to purchase IntraX Tokens and to enable the Company to issue IntraX Tokens to you through the Smart Contract System. You need to provide the public key for your Ethereum compatible wallet to receive the IntraX Tokens. ETH contributions shall be sent to the Ethereum wallet address specified on the Company's website.

#### **4.5. Purchases with Bitcoin (BTC).**

Contributions to be made in BTC shall be sent from a Bitcoin wallet in respect of which you can identify your private key. Your private key shall be required to verify your Bitcoin contribution to purchase IntraX Tokens and to enable the Company to issue IntraX Tokens to you through the Smart Contract System. You need to provide the public key for your Ethereum compatible wallet to receive the IntraX Tokens. BTC contributions shall be sent to the Company's Bitcoin wallet address specified on the Company's website.

#### **4.6. Purchases with Bitcoin Cash (BCH).**

Contributions to be made in BCH shall be sent from a Bitcoin Cash wallet in respect of which you can identify your private key. Your private key shall be required to verify your Bitcoin Cash contribution to purchase IntraX Tokens and to enable the Company to issue IntraX Tokens to you through the Smart Contract System. You need to provide the public key for your Ethereum compatible wallet to receive the IntraX Tokens. BCH contributions shall be sent to the Company's Bitcoin Cash wallet address specified on the Company's website.

#### **4.7. Purchases with Ethereum Classic (ETC).**

Contributions to be made in ETC must be sent from an Ethereum wallet in respect of which you can identify your private key. Your private key shall be required to verify your ETC contribution to purchase IntraX Tokens and to enable the Company to issue IntraX Tokens to you through the Smart Contract System. You need to provide the public key for your Ethereum compatible wallet to receive the IntraX Tokens. ETC contributions shall be sent to the Ethereum wallet address specified on the Company's website.

#### **4.8. Unauthorized sale of IntraX tokens.**

Contributions shall be sent exclusively to the Company's bank account or wallet address specified on the Company's Website. To the extent that any third-party website, service or smart-contract offers to receive contributions and issue IntraX Tokens or facilitates the allocation or transfer of IntraX Tokens in any way during the Token Sale, such third-party websites or services are, unless expressly set out in these Terms & Conditions or mentioned on the Company's website, not authorized by the Company nor do they have any legal or commercial relationship in any way with the Company, the Intra People Platform or IntraX Tokens.



Purchasers that send contributions in a manner that does not confirm with the methods of contribution described in these Terms & Conditions; or to any third party website, wallet address, service or smart contract that offers IntraX Tokens in a the manner set out in paragraph above, risk losing their entire contribution and the Company shall not be responsible or liable for recovering or returning any such contributions to the Purchaser nor shall the Company be responsible or liable for any losses incurred by the Purchaser in this respect.

#### **4.9. User credentials.**

If you do share your User Credentials with anyone we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the ICO Sale through the use of your User Credentials. We reserve the right to suspend or block your access to the ICO Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone associated with your User Credentials.

#### **4.10. Delivery of IntraX Tokens.**

The IntraX Tokens, are after confirmation of payment is received by the Company and the KYC (Know Your Customer) is fulfilled to our satisfaction, delivered instantly to a valid Ethereum wallet owned and provided by you.

In order to receive the IntraX Tokens, the you must have, and send a notice to the Company containing the address of, an Ethereum wallet that supports the ERC20 standard, in other words your Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of IntraX Tokens, being tokens that are created on the ERC20 token standard. The Company reserves the right to prescribe additional conditions relating to the specific wallet requirements at any time acting in its sole and absolute discretion. Subject to compliance with this paragraph, delivery of IntraX Tokens shall be made automatically and as fast as possible directly by sending the IntraX Tokens to the Ethereum wallet address notified by you to the Company in accordance with the foregoing paragraphs.

#### **4.11. Receipt of your contribution.**

On receipt of your contribution, such contribution shall immediately become the sole and exclusive property of the Company who shall be entitled to apply the contribution towards the development of the Intra People Platform and other operating expenses relating to our business. The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you or otherwise verify how your contribution is used.

#### **4.12. Returns and Refund Policy.**

The Company reserves the right to refuse or reject any contribution made at any time in its sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise reasonable endeavors to procure that the contribution is returned to the Purchaser, however, the Company does not warrant, represent or offer any assurances that the Company will successfully be able to recover and/or return any such contribution.

Subject to the foregoing paragraphs and except to the extent required by applicable law, all contributions received by the Company under these Terms & Conditions are final and purchasers shall not be entitled to claim any refund or reimbursement of contributions from the Company.

During any period of suspension or in the event that the IntraX Token ICO sale is aborted, the Smart Contract System will no longer be able to receive and accept contributions or issue IntraX Tokens to the purchasers. Purchasers who send us contributions (after we publish a notice that the IntraX Token ICO Sale has been suspended or aborted in accordance with this paragraph) risk losing their entire contribution and we shall not be responsible or liable for recovering or returning any such contributions to the Purchaser nor shall we be responsible or liable for any losses incurred by such Purchasers in this respect.

Purchasers are therefore strongly advised to check our website before sending a contribution to the Smart Contract System.



#### **4.13. Insufficient Fund.**

If you have an insufficient amount of funds in your wallet to complete an order for IntraX Tokens, we may cancel the entire order.

#### **4.14. Failure to Follow Procedures.**

Failure to follow the procedures set forth in these Terms & Conditions and otherwise in connection with the IntraX Token ICO Sale may result in the Purchaser not receiving any IntraX Tokens.

During the IntraX Token ICO Sale, receipt or purchase of IntraX Tokens through any other means other than through the Website are not sanctioned or agreed to in any way by the Company. The Purchaser should take great care that the website used to purchase IntraX Tokens has the following universal resource locator (URL): <https://www.intrapeople.com>.

## **§5**

### **PURPOSE AND USE OF INTRAX TOKENS IN THE ECOSYSTEM**

#### **5.1. Purpose of IntraX Tokens.**

The purpose of the IntraX Tokens is to facilitate services (the “Services”) within the ecosystem (the “Ecosystem”). Additional information regarding the Ecosystem, the Services, and the Company is summarized in the White Paper available at [www.intrapeople.com](http://www.intrapeople.com) (the “White Paper”).

#### **5.2. Ecosystem.**

Intra People Limited is introducing a Token of utility for that Ecosystem known as Intra People’s API platform, with the solutions; Intra Exchange, Intra Load, Intra Cards and Intra Assets.

IntraX Tokens will be an essential utility for users of the Intra People Platform as they will enable interaction within the Intra People Platform and will act as the main driver of the Intra People ecosystem. IntraX Tokens will effectively operate as an “in-app currency”, the sole purpose of which is to allow users to participate on the Intra People Platform. It is envisaged that users of the Platform will be able to undertake the following tasks using IntraX Tokens:

- a. Payment for fees using the Intra Exchange API.
- b. Payment for fees using the Intra Load API.
- c. Payment for fees using the Intra Cards API.
- d. Payment for fees using the Intra Assets API.
- e. Payment for other fees in connection of use of the Intra People platform.

IntraX Tokens do not have any functionality or utility outside the Intra People Platform. The functionality and utility of IntraX Tokens will therefore be limited to interacting with users/content within the confines of the Intra People platform.

IntraX Tokens will not have any functionality or utility outside the Intra People Platform. It is therefore intended that IntraX Tokens will continuously circulate within the Intra People Platform ecosystem. The Intra People Platform will therefore be structured as a “closed system” insofar as the use of IntraX Tokens are concerned. Whilst it is possible that a secondary market could develop for trading IntraX Tokens, the Company will not create such secondary markets nor will it act as an exchange for IntraX Tokens. To the extent a secondary market or exchange for trading IntraX Tokens does develop, it would be run and operated wholly independently of the Company and the Intra People Platform.

Key to our ecosystem is the innovation of IntraX Tokens, a unique Blockchain-secured digital asset with inherent value as a secure crypto currency, which can be used as payment for our platform services. The IntraX Tokens can be used for payment for fees or other costs.

The Company reserves the right to modify features, functionalities, or development plans for any products or services that it may make available to the Ecosystem.



For further information on the Ecosystem, the API's, and the Company, see the White paper available at [www.intrapeople.com](http://www.intrapeople.com). Information in the White paper and on the Company's website is of a descriptive nature only, and do not, unless explicitly incorporated herein, form part of these Terms.

### **5.3. Responsibility in Ecosystem.**

While we are developing certain applications and software for use in the Ecosystem, we do not operate or control the Ecosystem. We are not responsible or liable for the Ecosystem or any third-party uses of the Ecosystem.

### **5.4. IntraX Token rights.**

Purchase, ownership, receipt, or possession of IntraX Tokens carries no rights, express or implied, other than the right to use IntraX Tokens as a means to enable usage of and interaction with Services enabled by the Ecosystem, if successfully completed and deployed. In particular, you understand and accept that IntraX Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Ecosystem and/or Company and its corporate affiliates, other than any rights relating to the provision and receipt of Services in the Ecosystem, subject to these Terms & Conditions. The IntraX Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.

## **§6**

### **POSSIBLE MIGRATION OF THE INTRAX TOKENS**

#### **6.1. Protocol.**

The IntraX Tokens have being created as ERC-20 Tokens on the Ethereum protocol, with the code "IntraX". The IntraX Tokens can be reviewed at <https://etherscan.io>.

#### **6.2. Migration of IntraX Tokens.**

Should we decide to migrate the IntraX Tokens, we may no longer provide support for the Pre-existing IntraX Tokens relating to the Ecosystem, the Services, or any other operational matters, except with respect to the migration process. Although the Company does not at this time anticipate that it will require any Pre-existing Token holders to convert their Pre-existing IntraX Tokens to Replacement Tokens, Company anticipates there will be significant incentives for Pre-existing Token owners to do so, since the practical utility of Pre-existing Tokens will likely diminish rapidly once the Replacement Tokens are created and in use by a significant portion of Ecosystem participants. Accordingly, by accepting these Terms & Conditions you acknowledge and agree that in order for you to continue to participate in the Ecosystem or obtain utility from the IntraX Tokens you may need to convert the IntraX Tokens you purchase during the ICO Sale to Replacement Tokens in the future.

#### **6.3. Migration information.**

Should we decide to migrate the IntraX Tokens, we will notify you via the email address you provided to us at the time of the ICO Sale. You are solely responsible for updating us should your contact information change.

## **§7**

### **SCOPE OF TERMS**

#### **7.1. Terms.**

Unless otherwise stated herein, these Terms & Conditions only govern your purchase of IntraX Tokens from the Company during the ICO Sale.

#### **7.2. Other policies.**

Any use of IntraX Tokens in connection with providing or receiving Services in the Ecosystem may be governed by other applicable Terms & Conditions and policies. You acknowledge that you have read, understand, and have no objection to any of the following policies from the Company; "Terms of use", "Privacy Policy", "Anti Money Laundering Policy", "Disclaimer liability" and "Cookie Policy".





### **7.3. Cancellation; Refusal of purchase requests.**

All purchases of IntraX Tokens from us during the ICO Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion.

### **7.4. Security.**

You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold IntraX Tokens purchased from us, 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 IntraX Tokens. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

### **7.5. Personal information (KYC).**

We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling IntraX Tokens to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell IntraX Tokens to you until you provide such requested information and we have determined that it is permissible to sell you IntraX Tokens under applicable laws or regulations.

In connection with the purchase of the IntraX Tokens, you represent to the Company the following: You will provide to the Company, immediately upon request, information that we at our sole discretion, deem necessary or appropriate in order to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any “Know Your Customer” requirements and policies or any judicial process. Such information or documents may include but are not limited to, passports, driver’s licenses, utility bills, photographs, government identification cards or sworn statements, or, if you are an entity, proof of legal existence such as a government-issued certificate of incorporation or notarized formation documents, and the Company, may keep a copy of such information and disclose such information and documents in order to comply with applicable laws, regulations, rules or agreements.

You accept that you will receive your IntraX Tokens ONLY after having successfully passed through our KYC process. This means that the IntraX Tokens will not be distributed until you have passed through this screening successfully. If you fail to pass the KYC screening you will not receive your IntraX Tokens. In the case that you do not successfully pass the KYC screening, you agree that the Company will hold your funds until the IntraX Tokens are fully distributed. You agree that the Company may use your submitted information in any way required by law or deemed necessary and that your funds used to purchase IntraX Tokens will not be automatically refunded to you without first submitting a refund request and that a refund request MUST be submitted within 6 weeks of the ICO end date.

### **7.6. Contribution not derived from unlawful activities.**

Any contribution to be made by you for the purchase of the IntraX Tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities.

You shall not use the IntraX Tokens to finance, engage in, or otherwise support any unlawful activities.

### **7.7. Accept the risk of loss.**

You warrant and represent that your contribution does not represent a meaningful or substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these Terms & Conditions.

### **7.8. Taxes.**

Any amounts that you pay for IntraX Tokens are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of IntraX Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct





taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of IntraX Tokens.

**7.9. No other rights created no claim, loan or ownership Interest.**

The Purchase of the IntraX Tokens (a) does not provide Purchaser with rights of any type with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary or other financial or legal rights, (b) is not a loan to the Company and (c) does not provide Purchaser with any ownership or other interest in the Company.

**7.10. Intellectual Property.**

The Company retains all right, title and interest in all of the Company's intellectual property, including, without limitation, inventions, ideas, discoveries, software, processes, marks, methods, information and data, whether or not protectable by patent, copyright or trademark. Purchaser may not use any of the Company's intellectual property for any reason without the Company's prior written consent.

**7.11. Acknowledgment and assumption of risks.**

You acknowledge and agree that there are risks associated with purchasing, owning, and using IntraX Tokens for the provision or receipt of Services in the Ecosystem, as disclosed and explained in these Terms & Conditions. BY PURCHASING INTRAX TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

**§8**

**Certain risks relating to purchase, sale, and use of IntraX Tokens.**

**Important Note:** As noted elsewhere in these Terms & Conditions, the IntraX Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented is intended to form the basis for any investment decision, and no specific recommendations are intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damages of any kind whatsoever arising directly or indirectly from: (a) reliance on any information contained in these Terms & Conditions, (b) any error, omission or inaccuracy in any such information or (c) any action resulting from such information.

By purchasing, owning, and using IntraX Tokens, you expressly acknowledge and assume the following risks:

**8.1. Losing access to IntraX Tokens.**

Risk of Losing Access to IntraX Tokens Due to Loss of Private Key(s), Custodial Error or you error a private key, or a combination of private keys, is necessary to control and dispose of IntraX Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with you digital wallet or vault storing IntraX Tokens will result in loss of such IntraX Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your IntraX Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store IntraX Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your IntraX Tokens. Additionally, your failure to precisely follow the procedures set forth in for buying and receiving IntraX Tokens, including, for instance, if you provide an incorrect Token Receipt Address, or provides an address that is not compatible, may result in the loss of your IntraX Tokens.

**8.2. Risks associated with the Intra People platform.**

Because IntraX Tokens and the Ecosystem are based on the Intra People Platform, any malfunction, breakdown or abandonment of the Intra People Platform may have a material adverse effect on the Ecosystem or IntraX Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the IntraX Tokens and the Ecosystem, including the utility of the IntraX Tokens for obtaining Services, by rendering ineffective the cryptographic consensus mechanism that underpins the Intra People Platform.



### **8.3. Risk of mining attacks.**

As with other decentralized cryptographic Tokens, the IntraX Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Intra People blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Ecosystem and the IntraX Tokens, including, but not limited to, accurate execution and recording of transactions involving IntraX Tokens.

### **8.4. Risk of hacking and security weaknesses.**

Hackers or other malicious groups or organizations may attempt to interfere with the Ecosystem or the IntraX Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ecosystem is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Ecosystem, which could negatively affect the Ecosystem and the IntraX Tokens, including the utility of the IntraX Tokens for obtaining Services.

### **8.5. Risks associated with markets for IntraX Tokens.**

The IntraX Tokens are intended to be used solely within the Ecosystem and the Company will not support or otherwise facilitate any secondary trading or external valuation of IntraX Tokens. This restricts the contemplated avenues for using IntraX Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to any IntraX Tokens you own. Even if secondary trading of IntraX Tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to IntraX Tokens (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

### **8.6. Risk of uninsured losses.**

Unlike bank accounts or accounts at some other financial institutions, IntraX Tokens are uninsured. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by the Company, to offer recourse to you.

### **8.7. Risks associated with uncertain regulations and enforcement actions.**

The regulatory status of the IntraX Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Ecosystem and the IntraX Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Ecosystem and the IntraX Tokens. Regulatory actions could negatively impact the Ecosystem and the IntraX Tokens in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of the IntraX Tokens constitutes unlawful activity or that the IntraX Tokens are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

### **8.8. Risks arising from taxation.**

The tax characterization of IntraX Tokens is uncertain. You must seek your own tax advice in connection with purchasing IntraX Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

### **8.9. Risk of Competing Ecosystems.**

It is possible that alternative ecosystems could be established that utilize the same open source code and protocol underlying the Ecosystem and attempt to facilitate services that are materially similar to the Services. The Ecosystem may compete with these alternatives, which could negatively impact the Ecosystem and IntraX Tokens, including the utility of the IntraX Tokens for obtaining Services.



#### **8.10. Risk of insufficient interest in the Ecosystem or API's.**

It is possible that the Ecosystem will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of the API's from the Company (such as the Ecosystem) more generally. Such a lack of use or interest could negatively impact the development of the Ecosystem and therefore the potential utility of the IntraX Tokens, including the utility of the IntraX Tokens for obtaining Services.

#### **8.11. Risks associated with the development and maintenance of the Ecosystem.**

The Ecosystem is still under development and may undergo significant changes over time. Although we intend for the IntraX Tokens and Ecosystem to function and intends to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the IntraX Tokens or Ecosystem for any number of legitimate reasons. Moreover, we have no control over how other participants will use the Ecosystem, what products or services will be offered through the Ecosystem by third parties, or how third-party products and services will utilize IntraX Tokens (if at all). This could create the risk that the IntraX Tokens or Ecosystem, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and participate in the Ecosystem, it is still possible that the Ecosystem will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Ecosystem and the IntraX Tokens, and the potential utility of the IntraX Tokens, including the utility of the IntraX Tokens for obtaining Services.

#### **8.12. Risk of an unfavorable fluctuation of the euro (€) and crypto currencies Values.**

If the value of the euro and/or crypto currencies fluctuates unfavorably during or after the ICO Sale, we may not be able to fund development, or may not be able to develop or maintain the Ecosystem in the manner that it intended. In addition to the usual market forces, there are several potential events which could exacerbate the risk of unfavorable fluctuation in the value of the euro and/or crypto currencies, including uncertainties created by the lack of resolution to the Bitcoin scaling debate, the possibility of a so-called "Hard Fork" of Bitcoin if one of the competing camps in the scaling debate decides to force the issue; another DAO-like attack on the Ethereum network; or significant security incidents or market irregularities at one or more of the major crypto currency exchanges.

#### **8.13. Risk of Blockchain start-up.**

You understand and accept the risks of contributing to an early stage blockchain start-up business and acknowledge that these risks are substantial.

#### **8.14. Risk of dissolution of the Company or Ecosystem.**

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of cryptographic and fiat currencies, decrease in the IntraX Tokens' utility (including their utility for obtaining Services), the failure of commercial relationships, or intellectual property ownership challenges, the Ecosystem may no longer be viable to operate or the Company may dissolve.

#### **8.15. Risks arising from lack of governance rights.**

Because IntraX Tokens confer no governance rights of any kind with respect to the Ecosystem or the Company, all decisions involving the Company's products or services within the Ecosystem or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the Ecosystem, to create and sell more IntraX Tokens for use in the Ecosystem, or to sell or liquidate the Company. These decisions could adversely affect the Ecosystem and the utility of any IntraX Tokens you own, including their utility for obtaining Services.

#### **8.16. Risks arising from the identity verification market (KYC/AML).**

The identity verification industry, and by extension the Ecosystem, is subject to a variety of federal, state and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Ecosystem could be enacted, which could impact the utility of the IntraX



Tokens in the Ecosystem. Additionally, the Ecosystem participants are subject to industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Ecosystem and the IntraX Tokens, including the IntraX Tokens' utility for obtaining Services.

#### **8.17. Unanticipated risks.**

Cryptographic Tokens such as the IntraX Tokens are a new and untested technology. In addition to the risks included in these Terms, there are other risks associated with your purchase, possession, and use of the IntraX Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in these Terms & Conditions.

## **§9**

### **REPRESENTATIONS AND WARRANTIES**

#### **9.1. Read and understand the Terms & Conditions.**

By sending Crypto currencies like ETH, BTC, LTC or fiat money like EUR or USD to purchase IntraX Tokens from us, you represent and warrant that you have read and understand these Terms & Conditions.

#### **9.2. Risks.**

YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING TOKENS, OWNING TOKENS, AND USING TOKENS FOR THE PROVISION OR RECEIPT OF SERVICES IN THE ECOSYSTEM INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN THESE TERMS.

#### **9.3. Technical and business understanding.**

You have sufficient understanding of technical and business matters (including those that relate to the Services and Ecosystem), cryptographic Tokens, Token storage mechanisms (such as Token wallets), and blockchain technology to understand these Terms & Conditions and to appreciate the risks and implications of purchasing IntraX Tokens.

#### **9.4. Creation of IntraX Tokens.**

You understand the restrictions and risks associated with the creation of Tokens as set forth herein, and acknowledge and assume all such risks.

#### **9.5. Informed decision.**

You have obtained sufficient information about the IntraX Tokens, the Services and the Ecosystem to make an informed decision to purchase IntraX Tokens.

#### **9.6. Token rights.**

You understand that the IntraX Tokens confer only the right to provide and receive Services in the Ecosystem (and potentially contribute to the technical development of the Ecosystem), and confer no other rights of any form with respect to the Ecosystem or the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;

#### **9.7. Token purpose.**

You are purchasing IntraX Tokens solely for the purpose of receiving Services, participating in the Ecosystem, and supporting the development, testing, deployment and operation of the Ecosystem, being aware of the commercial risks associated with the Company and the Ecosystem. You are not purchasing IntraX Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose.



### **9.8. Laws and regulations.**

Your purchase of IntraX Tokens complies with applicable laws and regulations in your jurisdiction, including, but not limited to:

- Legal capacity and any other threshold requirements in your jurisdiction for the purchase of the IntraX Tokens and entering into contracts with the Company,
- any foreign exchange or regulatory restrictions applicable to such purchase, and
- any governmental or other consents that may need to be obtained;

### **9.9. Tax obligations.**

You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of IntraX Tokens;

### **9.10. Purchase on behalf of entity.**

If you are purchasing IntraX Tokens on behalf of any entity, you are authorized to accept these Terms & Conditions on such entity's behalf and that such entity will be responsible for breach of these Terms & Conditions by you or any other employee or agent of such entity (references to "you" in these Terms & Conditions refer to you and such entity, jointly);

### **9.11. Prohibited Token delivery.**

You are not a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the IntraX Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act,

### **9.12. Sanctions, embargoes and lists.**

You are not a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and you are duly authorized by such legal entity to act on its behalf.

## **§10**

### **INDEMNIFICATION**

#### **10.1. Hold harmless.**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company 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 "Company Parties") from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to:

- your purchase or use of the IntraX Tokens,
- your responsibilities or obligations under these Terms & Conditions,
- your violation of these Terms & Conditions, or
- your violation of any rights of any other person or entity.

#### **10.2. Sole control.**

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.



## **§11 DISCLAIMER**

### **11.1. Applicable law.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN WRITING BY US,

### **11.2. No warranties.**

THE TOKENS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE INTRAX TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT,

### **11.3. Token warranties.**

WE DO NOT REPRESENT OR WARRANT THAT THE INTRAX TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE INTRAX TOKENS WILL BE CORRECTED, AND WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE INTRAX TOKENS OR THE DELIVERY MECHANISM FOR INTRAX TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **11.4. Exclusion of warranties.**

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied Terms & Conditions in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

## **§12 LIMITATION OF LIABILITY**

### **12.1. Limitation of liability.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW;

IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE INTRAX TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS OR THE USE OF OR INABILITY TO USE THE INTRAX TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE INTRAX TOKENS.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.

### **12.2. Exclusion of liability.**

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.





### **§13 RELEASE**

#### **13.1. Release from responsibility, liability, claims, demands and/or damage.**

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between participants in the Ecosystem and the acts or omissions of any third parties. You expressly waive any rights you may have as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

### **§14 DISPUTE RESOLUTION; ARBITRATION.**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS CLAUSE REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

#### **14.1. Binding Arbitration:**

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company

- waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms & Conditions resolved in a court, and
- waive your and the Company's respective rights to a jury trial. Instead, you and the Company agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court.

#### **14.2. No Class Arbitrations, Class or Representatives Actions.**

Any Dispute arising out of or related to these Terms & Conditions is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

#### **14.3. Arbitration Rules.**

Any dispute arising out of or in connection with these Terms & Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration ("LCIA Rules"), which are available at <http://www.lcia.org> and are deemed to be incorporated by reference in this Section 14. By agreeing to be bound by these Terms & Conditions, you either;

- acknowledge and agree that you have read and understood the LCIA Rules, or
- waive your opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any reason.

#### **14.4. Notice; Informal Dispute Resolution.**

Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at [support@intrapeople.com](mailto:support@intrapeople.com).





Notice to you shall be sent to any address you provide to us in writing in a notice. Your notice must include

- your name, postal address, email address and telephone number,
- a description in reasonable detail of the nature or basis of the Dispute, and
- the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date that the notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14.1, file a claim in court.

#### **14.5. Process.**

Any arbitration will occur in the United Kingdom. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA Rules. The language to be used in the arbitral proceedings shall be English. The governing law of these Terms & Conditions shall be the substantive law of United Kingdom and the court will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

#### **14.6. Authority of Arbitrator.**

These Terms & Conditions, the applicable LCIA Rules and the arbitrator will have;

- the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitral, and
- the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms & Conditions. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

#### **14.7. Severability of Dispute Resolution and Arbitration Provisions.**

If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section 14 will remain valid and enforceable. Further, the waivers set forth in Section 14.2 above are severable from the other provisions of these Terms & Conditions and will remain valid and enforceable, except as prohibited by applicable law.

## **§15**

### **DATA PROTECTION**

#### **15.1. Data protection**

If we make an information request, we may require you to provide information and documents relating to (without limitation):

- Your identity,
- Your address,
- The source of funds used for the purposes of purchasing the IntraX Tokens, and/or
- Any other documents or data from which you can be identified

(together your "Personal Data").

#### **15.2. Not disclose your personal data.**

We will not disclose your Personal Data except as expressly permitted under these Terms & Conditions and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these Terms & Conditions, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable law.

#### **15.3. Data protection Act 2004.**

We shall process your Personal Data in accordance with the Data Protection Act 2004, as may be amended



("Data Protection Act"), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- the purchase of the IntraX Tokens and the processing of transactions related to the IntraX Token ICO Sale pursuant to these Terms & Conditions,
- providing you with information about us and our range of services,
- compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority,
- management of enquiries and complaints,
- opening, maintaining or operating a bank account in the Company's name,
- subject to Section 15, resolving any Disputes with you,
- producing summary information for statistical, regulatory and audit purposes, and/or
- any other reasonable purposes in accordance with applicable law.

#### **15.4. Right to access of Personal Data.**

Under the Data Protection Act you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

#### **15.5. Processing of Personal Data.**

You agree that we may, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Terms & Conditions you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

#### **15.6. You acknowledge, accept and understand these Terms & Conditions.**

You acknowledge, accept and understand these Terms & Conditions, Insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data, In order to access the Intra People Platform and provide or receive services therein or otherwise use and interact with the Intra People Platform, you will be required to accept the Platform Terms & Conditions and Policies which shall also set out the Terms & Conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Intra People Platform.

## **§16 ELECTRONIC NOTICES**

#### **16.1. Consent to Electronic Delivery.**

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 Purchase of the IntraX Tokens. You agree that the Company may provide these Communications to you by posting them on the website, by emailing them to you at the email address you provide and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

#### **16.2. Withdrawal of Consent.**

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support@intrapeople.com. If you decline or withdraw consent to receive electronic Communications, The Company may suspend or terminate your ability to purchase IntraX Tokens.



## §17

### GOVERNING LAW AND VENUE

#### 17.1. Governing law.

These Terms & Conditions will be governed by and construed and enforced in accordance with the laws of the United Kingdom, without regard to conflict of law rules or principles (whether of the United Kingdom or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms & Conditions that is not subject to arbitration or cannot be heard in small claims court will be resolved in the courts of the United Kingdom.

## §18

### MISCELLANEOUS

#### 18.1. Severability.

If any term, clause or provision of these Terms & Conditions is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms & Conditions.

#### 18.2. Entire IntraX Token ICO Sale Terms & conditions

This Agreement, including the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Intra People Party about the IntraX Tokens or the Intra People Platform. Headings are for information purposes only.

**18.3. Assignment.** You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent from the Company, including by operation of law or in connection with any change of control. The Company may assign or transfer any or all of its rights under this Agreement, in whole or in part, without obtaining your consent or approval.

**18.4. Waiver.** Our failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof. All waivers by the Company must be unequivocal and in writing to be effective.

**18.5. Force Majeure.** You understand and agree that the Company shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances; electrical, telecommunications, hardware, software or other utility failures; software or smart contract bugs or weaknesses; earthquakes, storms, or other nature related events; blockages, embargoes, riots, acts or orders of government; acts of terrorism or war; technological change; changes in interest rates or other monetary conditions; or other matters beyond the reasonable control of the Company, including changes to any blockchain-related protocol.

#### 18.6. No Partnership; No Agency; No Third-Party Beneficiaries.

Nothing in this Agreement and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party as the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third-party beneficiary rights in any person.

#### 18.7. Modifications.

We reserve the right to make changes or modifications to this Agreement from time to time, in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, which may include sending you an email, providing notice on the homepage of the website, and/or posting an amended



Agreement, and updating the “Last Updated” date above. The modified Agreement will become effective upon posting and will apply to any Purchase or use of IntraX Tokens made after the modified Agreement becomes effective.

**18.8. Termination.**

Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to Purchase IntraX Tokens, at any time and for any reason, and you acknowledge and agree that the Company shall have no liability or obligation to you in such event to the fullest extent permitted by applicable law.

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**Last updated on the 31st of January 2019**