

Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE SERVICES DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT [HTTPS://WWW.SAFINUS.COM](https://www.safinus.com) AND PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE DOCUMENT OF THIS AGREEMENT, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THIS WEBSITE NOR ITS PRODUCTS.

THIS DOCUMENT OR ANY OTHER DOCUMENT, PRODUCED AND SIGNED BY SAFINUS, DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN THE WEBSITE. THIS DOCUMENT DOES NOT CONSTITUTE ANY OFFER FOR SALE OR SUBSCRIPTION OR ANY INVITATION TO BUY OR SUBSCRIBE FOR ANY SECURITIES.

ACQUISITION OF CRYPTOGRAPHIC TOKENS FROM SAFINUS DOES NOT PRESENT AN EXCHANGE OF CRYPTOCURRENCIES FOR ANY FORM OF ORDINARY SHARES IN SAFINUS OR THE WEBSITE, AND HOLDER OF ANY CRYPTOGRAPHIC TOKENS, ISSUED BY SAFINUS IS NOT ENTITLED TO ANY GUARANTEED FORM OF DIVIDEND OR OTHER REVENUE RIGHT. HOLDERS OF SAFINUS CRYPTOGRAPHIC TOKENS ARE ONLY ENTITLED TO THE USE OF SAFINUS PRODUCTS AND CERTAIN OTHER RIGHTS WITHIN SAFINUS IN ACCORDANCE WITH THE TERMS SET OUT HEREIN.

While we make every reasonable effort to ensure that all information: (i) in White Paper; and (ii) available on the Website is accurate and up to date, such material in no way constitutes professional advice. Safinus neither guarantees nor accepts responsibility for the accuracy, reliability, current state (as of White Paper and this Terms and Conditions) or completeness of the Available Information. Individuals intending to participate in the Token Sale should seek independent professional advice prior to acting on any of the available information.

1. Terms

“BTC” or “Bitcoin” means the digital currency and payment system using peer-to-peer transactions verified by network nodes and recording in a public distributed ledger called the blockchain.

“ETH” or “Ether” means value token of the Ethereum blockchain called “ether”.

“Ethereum” means an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.

“Website” means <https://www.safinus.com>

“The Platform” means the system described in the White Paper and to be developed and deployed by Safinus

“White Paper” means the document describing the Platform, the Tokens, the Services, and other matters related to the Platform, and available on the Website (as may be amended from time to time).

“Privacy Policy” means the document describing the methods how Safinus collects, use and release information collected from Buyers available on the Website (as may be amended from time to time).

“Token Sale” has the meaning, set out in Article 4.1

“Restricted Persons” has the meaning, set out in Article 7.1.

“Token Smart Contract” means the Ethereum smart contract representing the mechanism of creation and distribution of the Tokens.

“Agreement” means the present agreement containing a future right to units of Tokens purchased by Buyers

"Cryptocurrency" means Bitcoin (BTC), Ether (ETH) which Safinus will accept as the payment for Tokens.

"Fiat Currencies" means the legal tender currency circulated in specific country or region, such as US dollars, Euro, etc.

"Damages" means damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses.

2. Amendments to terms

2.1. These Terms and Conditions may be modified, changed, supplemented or updated by Safinus in its sole discretion at any time without advance notice.

2.2. We suggested that you review these terms and conditions periodically for changes. Such changes shall be effective immediately upon posting. You acknowledge that by accessing our website that after we have posted changes to these terms, you are agreeing to the modified terms.

3. Legal status of SAF tokens

3.1. The Tokens are utility tokens and will be an irreplaceable part of Safinus platform.

3.2. SAF tokens does not constitute a security, investment, share, financial instrument, or equivalent in any jurisdiction.

3.3. Accordingly Safinus has not registered SAF tokens or the Token Sale, with any regulator in any jurisdiction.

3.4. The purpose of tokens is to gain access to the Platform and to creation of a cryptocurrency portfolio within the Platform.

a) No rights created by tokens

3.4. Ownership of the Tokens:

3.4.1. do not provide Buyer with rights of any form with respect to any of the Safinus or its revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal rights;

3.4.2. do not represent a loan to any of the Safinus;

3.4.3. do not provide Buyer with any ownership or other interest in Safinus;

3.5. Acquisition of the Tokens from Safinus does not present an exchange of payment (Cryptocurrencies or Fiat Currencies) for any form of shares in any of Safinus or the Intellectual Property. Buyer is not entitled to any guaranteed form of dividends, revenue distributions, and voting rights.

b) Not for investment purposes

3.6. Although the Tokens may be tradable, they are not an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument. The Tokens are not intended to be marketed, offered for sale, purchased, sold or traded in any jurisdiction where they are prohibited by applicable laws or require further registration with any applicable governmental authorities.

3.6. This Agreement does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction.

4. Token sale procedure

a) General Provisions on Token Sale Procedure

4.1. Token Sale Period

4.1.1. Safinus will conduct a sale of the Tokens ("Token Sale") in two phases:

(a) Stage 1. Pre-Sale

This stage starts on 23th January 2018 (12:00 GMT) and lasts until 14th February (12:00 GMT)

(b) Stage 2. ICO (2 March 2018 - 2 April 2018)

This stage starts on 2nd March 2018 (12:00 GMT) and lasts until 2th April (12:00 GMT).

4.2. Procedure for Buying Tokens

4.2.1. Token Sale will be executed through the Website only. No third-party website or a different provider is allowed and has been in any way supported, endorsed or sanctioned by Safinus and have relationship in any way with Safinus. The only official and authorized website and SAF token distribution provider is the Website. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection ("https") and that the domain name www.safinus.com is correct.

4.3. Token Price and Payment for Tokens

4.3.1. During the Token Sale, the Token exchange rate will be as follows: 1 USD = 1 Token

4.3.2. Payment for the Tokens shall be made in Cryptocurrency (Bitcoin or Ether).

b) Buyer's Wallets

4.4. To purchase the Tokens Buyer must have Ethereum address and Ethereum (we recommend MEW) wallet established and operational.

4.5. It is prohibited to use wallets from any cryptocurrency exchanges.

c) Creation and distribution of tokens

4.6. Payment that is given to Safinus in exchange for SAF tokens can be only done in cryptocurrency, in this case Ether or Bitcoin.

Buyers understand and accept that they make a payment into a smart contract system on Ethereum and receive SAF tokens in exchange.

4.7. Token distribution is taken place on Website at <https://www.safinus.com>. The website will show total amount of SAF tokens sold in real time (in USD equivalent), as well as the amount of ETH and BTC payment.

4.8. The maximum number of Tokens that are created following the results of the Token Sale is 37 000 000 Tokens. All the unsold tokens will be burned.

4.9. All Tokens will be of equal value and functionality:

4.9.1. In order to launch a portfolio on the Safinus platform, a trader must have a minimum balance of 200 SAF tokens.

4.9.2. The Safinus platform will take a 10% commission fee based on the profits a trader makes utilizing newbie joiners funds. The commission will be taken from the trader's SAF balance.

4.10. In order to be eligible to participate in the Token Sale, Buyer must create an account at the Website including indication of the Ethereum address necessary to receive Tokens.

4.11. Payment via ETC

4.11.1. The Buyers who make payment using ETH will receive SAF tokens automatically by the Token Smart Contract to their Ethereum addresses from which they made the transfer.

4.12. Payment via Bitcoin

4.12.1. For each registered user Safinus will create a unique Bitcoin address, which is created to receive payments in Bitcoin.

4.12.2. The Buyer who make payment using Bitcoin will send Bitcoins to their unique Bitcoin address.

4.12.3. Buyer specifies their Ether address on which they want to receive Tokens.

4.12.4. Safinus transfers Tokens to this address in a week after 1 calendar week after the end of the current stage of the Token Sale.

5. Persons who are restricted to purchase tokens

5.1. The Tokens are not being offered or distributed to, as well as can not be resold or otherwise alienated by their holders to the following restricted persons ("Restricted Persons"):

5.1.1. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the United States of America (including its states and the district of Columbia), Puerto Rico, the Virgin Islands of the United States, or any other possessions of the United States of America; and citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in South Korea, Hong Kong, People's Republic of China or a citizen or resident of the Republic of Singapore, Socialist Republic of Vietnam

or resident of a country where American embargoes and sanctions are in force, namely Iran, North Korea, Syria, Sudan, or Cuba;

5.1.2. citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in a manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective;

5.2. The Restricted Persons are strictly prohibited and restricted from purchasing and using the Tokens;

5.3. It is solely Buyer's obligation to verify at the time of making payment for the Tokens:

5.3.1. whether or not Buyer or a person he represents is a Restricted Person;

5.3.2. whether or not Buyer is allowed to purchase the Tokens under the applicable laws and regulations;

5.3.3. whether or not Buyer is allowed by applicable laws and regulations to use the Tokens in the manner specified at the Website.

5.4. If a Restricted Person purchases the Tokens, such Restricted Person has done so on an unlawful, unauthorized and fraudulent basis. In such a case, any transactions and operations entered into by the Restricted Person in respect of the Tokens shall be null and void.

5.5. Safinus neither offer or distribute the Tokens nor carry on a business (activity) in any regulated activity in the United States of America, Hong Kong, Singapore, People's Republic of China, in South Korea, Socialist Republic of Vietnam or in other countries and territories where transactions in respect of, or with use of, digital tokens fall under the restrictive regulations or require from Safinus to be registered or licensed with any applicable governmental authorities.

6. Security of Buyer's tokens

6.1. Buyer shall implement reasonable measures for securing the Wallet, vault or other storage mechanism utilized to receive and hold the purchase Tokens, including any requisite private keys or other credentials necessary to access such storage mechanisms.

6.2. In the event that Buyer is no longer in possession of Buyer's private keys or any device associated with Buyer's account or is not able to provide Buyer's login or identifying credentials, Buyer may lose all of Buyer's Tokens and/or access to Buyer's account. Safinus is under no obligation to recover any Tokens and is not liable for such loss of Buyer's Tokens.

7. Know your customer and anti-money laundering

7.1. Safinus conduct "Know Your Customer" and "Anti-Money Laundering" checks on Buyers as it required by the applicable laws.

7.2. Upon any Safinus's request, Buyer shall immediately provide to Safinus information and documents that Safinus, in its sole discretion, deems necessary or appropriate to conduct "Know Your Customer" and "Anti-Money Laundering" checks. Such documents may include, but are not limited to, passports, driver's licenses, utility bills, photographs of associated individuals or government identification cards. Safinus may, in its sole discretion, refuse to distribute Tokens to Buyer until such requested information is provided.

7.3. Safinus reserves the right to refuse or reject the offer on acquisition of the Tokens from Buyer that, according to the information available to Safinus, is suspected in receiving the funds used for the Token purchase or in using the Tokens or the Platform, with the aim of money laundering,

terrorism financing, or any other illegal activity. In addition, Safinus has the right to use any possible efforts for preventing the money laundering and terrorism financing.

7.4. Safinus sometimes require to compare the personal information Buyer provides to third party databases in order to verify its accuracy and confirm its identity. Safinus may combine information Buyer provided by himself with information Safinus collect from other companies and use it to improve and personalize the Website and products.

8. Data protection

8.1 As part of the Token Sale, Safinus will collect personal data from you for the purpose of onboarding you as an SAF token holder. It is mandatory for you to provide Safinus with the personal data which it requires, otherwise you will not be allowed to participate in the Token Sale.

8.2 As part of the Token Sale, Safinus will request from you and will be in possession of your personal particulars including your full name, country, mailing address, email address.

8.3 Safinus will ensure its compliance with the Privacy Policy by procuring its staff to be subject to strict standards of confidentiality. The Buyer Documents collected and held by Safinus will be used for the purpose of onboarding you as an SAF token holder and will not be provided to third parties for other unrelated purposes without your consent. The Buyer Documents shall be retained by Safinus until the termination of your participation on the Safinus Platform. Upon such termination, Safinus shall permanently remove the relevant Buyer Documents from its system.

Please refer to Safinus's Privacy Policy.

9. Identity and rejection of application

9.1. You hereby undertake and confirm that any and all details of your identity that you have supplied to Safinus are accurate.

9.2. Safinus may, in its sole discretion, request further documentation or other details to confirm your identity. If you do not provide them, you will not be permitted to purchase SAF tokens

10. Representations and warranties

a) Buyer's Representations and Warranties

10.1. Buyer's Awareness of Transaction, Technology and Risks

10.1.1 By buying SAF tokens Buyer irrevocably undertake, represent and warrant to Safinus that:

10.1.1.1 Buyer has read and understand this Agreement, White Paper and the Private Agreement.

10.1.1.2. Buyer has read and understand the risks related to the Tokens and usage of the Platform

10.1.1.3. Buyer has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand this Agreement and to appreciate the risks and implications of purchasing the Tokens.

10.1.1.4. Buyer has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens.

10.1.1.5. Buyer agree and acknowledge that no regulatory authority has examined or approved of the information set out in Whitepaper and Terms and Conditions, no action has been or will be taken

under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of Whitepaper and Terms and Conditions to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;

10.1.1.6. Buyer understands that SAF tokens are not to be construed, interpreted, classified or treated as:

- (a) any kind of currency;
- (b) debentures, stocks or shares issued by Safinus or any of its related entities
- (c) rights, options or derivatives in respect of such debentures, stocks or shares;
- (d) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
- (e) units in a collective investment scheme;
- (f) units in a business trust;
- (g) derivatives of units in a business trust; or
- (h) any other security or class of securities;

10.2. Authority to Enter into Agreement

10.2.1 Buyer have obtained all necessary consents and authorities required and observed any formalities in any jurisdiction required to enable Buyer to enter into and comply with these terms and to purchase SAF tokens;

10.2.2 Buyer is not a Restricted Person;

10.2.3. Buyer understands that it is his sole responsibility to ensure that his participation in the Token Sale is not prohibited under the applicable legal restrictions in his country of residence or domicile;

10.2.4. Buyer is of sufficient age to participate in the Token Sale and have full legal capacity of conduct under the laws of your country of residence or domicile.

10.3. Purpose of Purchasing Tokens

10.3.1.

b) No Safinus Representations and Warranties

10.4. Buyer hereby acknowledges and agrees that the Tokens are sold on an "as is", "as available" and "with all faults" basis and Buyer purchases the Tokens exclusively at his own risk without any express or implied representations and/or warranties of any kind by Safinus.

10.5. Safinus expressly disclaims all express and implied warranties and representations as to the Tokens and the Platform. Safinus doesn't make any representations or warranties, express or implied, including:

10.5.1. any warranties or representations of title;

10.5.2. the suitability, reliability, availability, timeliness, and accuracy of the Platform, the Tokens, information, software, products, Services and related graphics contained on the Website for any purpose.

10.5.3. any warranties or representations of strict adherence to the roadmap. Safinus reserves the right to change the roadmap at its discretion.

11. Limitation of liability

11.1. To the fullest extent permitted by applicable law:

11.1.1. in no event will Safinus be liable for any Damages arising out of or in any way related to the sale or use of the Tokens, use of the Platform or otherwise related to this Agreement, regardless of the form of action, whether based in contract, tort (including 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

11.1.2. in no event will the aggregate liability of the Safinus, arising out of or relating to this Agreement or the use of or inability to use the Tokens or the Platform, exceed the amount you pay to Safinus for the Tokens.

11.2. Safinus will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Safinus's reasonable control.

11.3. Buyer understands and agrees that it is Buyer's obligation to ensure compliance with any legislation relevant to their country of domicile concerning purchase and use of the Tokens and that Safinus should not accept any liability for any illegal or unauthorized purchase or use of the Tokens.

11.4. Buyer will indemnify, defend and hold harmless and reimburse Safinus from and against any and all claims, demands, actions, Damages, losses, costs and expenses (including attorneys' fees) incurred by a Safinus arising from or relating to:

11.4.1. Buyer's violation of this Agreement or the Private Agreement;

11.4.2. any inaccuracy in any representation or warranty of Buyer;

11.4.3. Buyer's violation of any rights of any other person or entity; and/or

11.4.4. any act or omission of Buyer that is negligent, unlawful or constitutes willful misconduct.

11.4.5. Safinus reserves the right to exercise sole control over the defense, at Buyer's expense, of any claim subject to indemnification under Article 12.4. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Buyer and Safinus.

12. Force majeure

12.1 Safinus shall not be liable and disclaims all liability to Buyer in connection with any force majeure event, including acts of God, labour 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, and, for the avoidance of doubt, changes to any blockchain-related protocol.

12.2. If an event of force majeure occurs, the party injured hereto by the other's inability to perform may elect to suspend this Agreement, in whole or part, for the duration of the force majeure circumstances. The party hereto experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party

13. Acknowledgment and assumption of risks

Buyer acknowledges and agrees that there are risks associated with purchasing the Tokens, holding the Tokens, and using the Tokens.

By sending the payment for the Tokens, Buyer expressly acknowledges and assumes these risks.

13.1. Risk factors

The purchase of tokens involves a high degree of risk, including but not limited to the risks described below. Before acquiring SAF tokens, it is recommended that each participant carefully weighs all the information and risks listed below and, specifically, the following risk factors. Please further note that the Safinus may be subject to other risks not foreseen.

a) Dependence on Computer Infrastructure

Safinus's dependence on functioning software applications, computer hardware, and the Internet implies that Safinus can offer no assurances that a system failure would not adversely affect the use of your SAF tokens. Despite Safinus's implementation of all reasonable network security measures, its processing centre servers are vulnerable to computer viruses, physical or electronic break-ins or other disruptions of a similar nature. Computer viruses, break-ins or other disruptions caused by third parties may result in interruption, delay or suspension of services, which would limit the use of the tokens.

b) Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of SAF tokens in any number of ways, including without limitation denial of service attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

Risk of security weaknesses in the Website and SAF tokens source code or any associated software and/or infrastructure

There is a risk that the Website and SAF tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of SAF tokens.

c) Taxes

SAF token holders may be required to pay taxes associated with the transactions contemplated herein. It will be a sole responsibility of SAF token holders to comply with the tax laws of the jurisdictions applicable to them and pay all relevant taxes.

d) Force Majeure

Safinus platform may be interrupted, suspended or delayed due to force majeure circumstances. For the purposes of this Terms and Conditions, force majeure shall mean extraordinary events and circumstances which could not be prevented by Safinus and shall include acts of nature, wars, armed conflicts, mass civil disorders, industrial actions, epidemics, lockouts, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies, other circumstances beyond Safinus's control, which were not in existence at the time of White Paper release.

e) Disclosure of Information

Personal information received from SAF token holders, the information about the number of tokens owned, the wallet addresses used, and any other relevant information may be disclosed to law enforcement, government officials, and other third parties when Safinus is required to disclose such information by law, subpoena, or court order. Safinus shall at no time be held responsible for such information disclosure.

f) Unanticipated risks

Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Safinus cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

14. Taxes

14.1. All your factual and potential tax obligations are your concern and Safinus is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited to what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

15.2 All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts.

15. Miscellaneous

a) Entire Agreement

15.1. This Agreement together with the White Paper and other documents that published on the Website constitutes the entire agreement between Buyer and Safinus relating to purchase of the Tokens.

15.2. To the extent this Agreement conflicts with the Website or any other document published from time to time on the Website (including but not limited to the White Paper), this Agreement prevails.

15.3. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Buyer and any of the Safinus, whether written or verbal, regarding the subject matter of this Agreement.

b) Amendments to Agreement

15.4. Safinus reserves the right to change, modify, add or remove portions of this Agreement for any reason at any time during the Token Sale and afterwards by posting the amended Agreement on the Website. The Revised version will be effective at the time Safinus posts it unless indicated otherwise. If you do not agree to be bound by the amended or modified Agreement, you must cease accessing or using the Platform.

c) Third Party Rights

15.5. Purchasing Tokens from Safinus does not create any form of partnership, joint venture, or any other similar relationship between you and Safinus. Except as otherwise provided in herein, these terms are intended solely for the benefit of you and Safinus and are not intended to confer third-party beneficiary rights upon any other person or entity.

d) Notices

15.6. All notices, requests, claims, demands and other communications concerning this Agreement that Safimus provides to Buyer, including this Agreement, will be provided in electronic form by:

15.6.1. posting a Notice on the Website; or

15.6.2. sending an email to the email address then associated with Buyer's account.

15.6.3. Notices that Buyer provides to a Safinis must be in the English language and delivered to the Safinus by email: team@safinus.com