



2017

Soferox

Terms and Conditions



SOFEROX





1. Definitions

1.1 Account – a User’s account on the Website, which is created and used to buy SFX TOKENS. A User is given the access to an Account upon its successful creation through providing <http://www.soferox.com/> with all the required information. Only authorized Users have a right to buy SFX TOKENS on the terms provided herein.

1.2 Agreement – these Terms and all other operating rules, policies, and procedures that may be published from time to time on the Website (including privacy policy, cookie policy etc.).

1.3 Bitcoin or BTC – a consensus network that enables a new payment system and a completely digital money; the first decentralized peer-to-peer payment network that is powered by its users with no central authority or middlemen.

1.4 Blockchain – type of distributed ledger, comprised of unchangeable, digitally recorded data in packages called blocks.

1.5 SOFEROX Initial Coin Offering – period of time from **September 1, 2017, to October 31, 2017**, when the User is able to buy SFX TOKENS.

1.6 SFX TOKENS – cryptographic tokens, which are software product (digital resources), created by the Website Owner as a proof of membership of their holders in the SFX:Ecosystem (system, not legal entity). Though SFX TOKENS are similar to securities, they are not and shall not be considered as such.

1.7 WALLET – state-of-the-art 2-in-1 blockchain wallet that permits users to buy, sell, manage and hold digital coins and assets.

1.8 User – anyone who uses the Website, with or without prior registration and authorization using the Account.

1.9 Website Owner, Soferox, LLC, Company, we, us – first tokenized closed-end fund designated to Blockchain assets; Soferox, LLC, a company, that will be registered under the laws of the United States. In no way shall (company) be deemed a partner, employer or agent for any User or providing any financial services thereto.

2. General Information

2.1 These Terms are a legally binding Agreement between you, the User, on the one part, and the Website Owner, on the other part, also individually referred to as a “Party” and collectively as the “Parties”.



2.2 These Terms define basic mutual rights and obligations of the Website Owner and the Users, either registered or just visiting certain pages of the Website, during their use of the Website, including but without limitation, for the purpose of buying the SFX TOKENs.

2.3 By using the Website, the Users accept these Terms in full and agree to be bound thereby and comply therewith.

2.4 These Terms are effective at the time the Users begin using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.5 The User acknowledges and accepts that: - these Terms are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Website Owner's sole discretion, by updating this posting at the "Last Updated" section; the User's continued use of the Website after the amendments etc. shall constitute the User's consent hereto and acceptance hereof; - the Website Owner reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website.

2.6 By using this Website, you covenant, represent, and warrant that: - you are of an age of majority to enter into this Agreement, meet all other eligibility and residency requirements, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth herein and to abide by and comply herewith; - you are aware of all the merits, risks and any restrictions associated with cryptographic tokens (their buying and use), cryptocurrencies and Blockchain-based systems, as well as you know how to manage them, and you are solely responsible for any evaluations based on such your knowledge; - you have necessary and relevant experience and knowledge to deal with cryptographic tokens, cryptocurrencies and Blockchain-based systems, as well as you have full understanding of their framework.

2.7 You shall not use the Website if you are prohibited under the applicable law from using it. In particular, should any limitation or prohibition as to your purchase or use of any amount of the SFX TOKENs exist under the applicable law, we persistently recommend you not to use this Website and not to buy SFX TOKENs.

3. Sale of SFX Tokens

3.1 You may purchase the SFX TOKENs within the period of SOFEROX Initial Coin Offering set out herein and after on different exchanges.

3.2 During the ICO, the Website Owner is going to sell 100,000,000 SFX TOKENs for BTC & /or Altcoins. The number of the SFX TOKENs allowed for purchase by one User is limited to a minimum of 1 Token and a maximum of 4.5 million tokens. The SFX TOKENs will be issued in other optional ICO weeks.

3.3 The SFX TOKENs are the proof of their holders' funding of the project, but does not signify ownership of the Soferox, LLC.

3.4 Profit distribution will be carried out using specially programmed software.



3.5 Any User who wants to buy the SFX TOKENs shall register an Account on the Website using real name and email address, as well as have Bitcoin (BTC), Ethereum(ETH), or accepted Altcoins in any wallet. You could buy the SFX TOKENs only via your Account. To buy the SFX TOKENs you shall send an amount of Bitcoin or Altcoins, which is equal to an amount of the SFX TOKENs that you would like to receive to the Bitcoin Wallet and/or Altcoin Wallet address of which is specified in the Account.

3.6 The Website does not accept fiat currency as payment for SFX TOKENs. In order to buy SFX TOKENs with legal tender user shall convert such funds into Bitcoin (BTC) or accepted Altcoins.

3.7 The SFX TOKENs purchased hereunder may be sold and transferred by the User at any time after the ICO via cryptocurrency exchanges if the SFX TOKENs are listed in any.

3.8 BY BUYING SFX TOKENS HEREUNDER THE USER REPRESENTS AND WARRANTS THAT HIS/HER FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES.

3.9 YOU ARE ONLY ALLOWED TO PURCHASE SFX TOKENS IF YOU COVENANT, REPRESENT, AND WARRANT THAT YOU ARE NOT VIOLATING/OR IN VIOLATION OF THE LAWS IN YOUR JURISDICTION OF RESIDENCE.

4. User Registration and Account

4.1 For the purpose of buying SFX TOKENs, Website Owner will register you, upon your request, on the Website and create an individual Account including a login and a password. You warrant that all information you have provided for your Account is current, complete and accurate. Registration data and other information about you are subject to SOFEROX Privacy Policy available on the Website.

4.2 You hereby expressly consent that you are solely responsible for the use of your login and password and for everything done using your registration details. You agree to keep your login information and password private. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.

4.3 You may deactivate your registration with the Website, at any time and for any reason, by sending an email request to support@Soferox.com. We may terminate your use of and registration with the Website at any time if you violate these Terms, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to you or any other party, when we find such measures reasonable and/or necessary in a particular situation.

5. Third-Party Websites and Services

5.1 The pages of the Website may contain links to third-party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended by the



SOFEROX LLC. In addition, the SOFEROX LLC does not guarantee their safety and conformity with any user expectations. Furthermore, we are not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context.

5.2 The SOFEROX LLC assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any such third-party websites and resources.

6. INDEMNIFICATION

6.1 To the extent allowable pursuant to applicable law, the User shall indemnify, defend, and hold the SOFEROX LLC and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against the SOFEROX LLC arising out of a breach of any warranty, representation, or obligation hereunder.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OR LIABILITY

7.1 THIS WEBSITE AND THE SFX TOKENS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE WEBSITE AND BUYING OF ANY AMOUNT OF THE SFX TOKENS AND THEIR USE.

7.2 YOU HEREBY EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, THE WEBSITE OWNER DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE OR LOSS, INCLUDING LOSS OF BUSINESS, REVENUE, OR PROFITS, OR LOSS OF OR DAMAGE TO DATA, EQUIPMENT, OR SOFTWARE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE), RESULTING FROM ANY USE OF, OR INABILITY TO USE, THIS WEBSITE OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR CONTENT ON THIS WEBSITE, FROM BUYING OF THE SFX TOKENS OR THEIR USE BY THE USER, REGARDLESS OF THE BASIS, UPON WHICH THE LIABILITY IS CLAIMED AND EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7.3 YOU UNDERSTAND AND AGREE THAT THE WEBSITE OWNER SHALL NOT BE HELD LIABLE TO AND SHALL NOT ACCEPT ANY LIABILITY, OBLIGATION OR RESPONSIBILITY WHATSOEVER FOR ANY CHANGE OF THE VALUE OF THE SFX TOKENS OR BTCS. THE WEBSITE OWNER SHALL NOT PROVIDE THE USER REFUND POSSIBILITIES (PAYOUT LIQUIDITY) FOR PURCHASED SFX TOKENS. THE USER UNDERSTANDS AND EXPRESSLY AGREES THAT THE WEBSITE OWNER SHALL NOT GUARANTY IN ANY WAY THAT THE SFX TOKENS MIGHT BE SOLD OR TRANSFERRED DURING OR AFTER THE ICO.



7.4 AT ANY CASE, TOTAL AMOUNT OF OUR AGGREGATE LIABILITY HEREUNDER MAY NOT EXCEED 500 (FIVE HUNDRED) US DOLLARS. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND AND AGREE THAT IT IS YOUR OBLIGATION TO ENSURE COMPLIANCE WITH ANY LEGISLATION RELEVANT TO YOUR COUNTRY OF DOMICILE CONCERNING USE OF THIS WEBSITE AND USE AND BUYING OF THE SFX TOKENS, AND THAT THE WEBSITE OWNER SHOULD NOT ACCEPT ANY LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED USE OF THIS WEBSITE AND USE AND BUYING OF THE SFX TOKENS. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY APPLICABLE TAXES IMPOSED ON TOKENS PURCHASED HEREUNDER.

7.5 THE WEBSITE OWNER DOES NOT WARRANT OR REPRESENT THAT ANY INFORMATION ON THE WEBSITE IS ACCURATE OR RELIABLE OR THAT THE WEBSITE WILL BE FREE OF ERRORS OR VIRUSES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEBSITE OWNER SHALL NOT BE LIABLE FOR UNINTERPRETED AVAILABILITY OF THE WEBSITE AT ALL TIMES, IN ALL COUNTRIES AND/OR ALL GEOGRAPHIC LOCATIONS, OR AT ANY GIVEN TIME.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Website Owner has valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the SFX TOKENS and his activities generally.

8.2 In no way shall this Agreement entitle the User for any intellectual property of the Website Owner, including the intellectual property rights for the Website and all text, graphics, user interface, visual interface, photographs, trademarks, logos, artwork, and computer code, design, structure, selection, coordination, expression and other content connected to the Website. Arrangement of such content is owned by the SOFEROX LLC and is protected by the Intellectual Property Rights and fair competition laws.

8.3 There are no implied licenses under the Agreement, and any rights not expressly granted to the User hereunder are reserved by the SOFEROX LLC.

9. Returns or Refunds

9.1 Returns and refunds are at the sole discretion of Soferox and due to unsuccessful campaigns Soferox will not be offering refunds.

9.2 During the pre-sale, September 1st 2017 – September 15th 2017, all funds contributed will not be eligible for a refund. All sales are final and all tokens distributed cannot be returned into the SFX network.

9.3 During ALL ICO WEEKS sales are eligible for refunds, but will be determined by Soferox if they are to be granted. Soferox reserves the rights to reject all refunds that are within a lawful manor. Unsuccessful



campaigns are not a warranted reason for returns, but Soferox does reserve the right to offer them if they choose too.

10. JURISDICTION AND DISPUTE RESOLUTION

10.1 All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of The United States.

10.2 To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party.

10.3 If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Texan courts under the applicable law, as set out in clause 9.1. hereof.

11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement is intended to fully reflect the terms of the original agreement between the Parties. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

11.2 Assignment. The SOFEROX LLC may, at its sole discretion, assign its rights and/or delegate its duties under this Agreement. You may not assign your rights or delegate your duties, and any assignment or delegation without the written consent of the SOFEROX LLC, which the SOFEROX LLC may withhold at its sole discretion, shall be void.

11.3 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

11.4 The User may send any questions regarding the use of the Website of the SFX TOKENs or regarding this Agreement via e-mail to support@soferox.com