



## ***Ekasi Bucks (EKB) terms and conditions of Token sale***

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PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY. BY USING THE WEBSITE LOCATED AT WWW.EKASIBUCKS.CO.ZA. ("WEBSITE") AND PRODUCTS OFFERED THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PURCHASE TOKENS.

## 1. General

1.1 EKASI BUCKS – is a multipurpose platform based on the Bitcoin blockchain. Ekasi Bucks users create reliable, trustworthy relationships between counterparties, thereby levelling out distrust, unreliability and unpredictability of business partners. 1.2 Platform’s mission lies in providing a venue for seamless integration of business and computer technology. Ekasi Bucks will help users with POS platform and Blockchain based Banking services. 1.3 Your purchase of EKB tokens (“Tokens”) during the Token sale period (“Sale Period”) from Ekasi Bucks. (“Company,” “we,” or “us”) is subject to these Terms and Conditions (“Terms”). Each of you and Company is a “Party,” and together the “Parties.” 1.4 By purchasing Tokens from us during the Sale Period, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at [info@ekasibucks.co.za](mailto:info@ekasibucks.co.za).

## 2. Disclosure of Purchases and Pricing

2.1 The initial supply of Tokens will be in the number of two hundred million (200,000,000) in total (company,” “we,” or “us”) is subject to these Terms and Conditions (“Terms”). Each of you and Company is a “Party,” and together the “Parties.” 2.1 The initial supply of Tokens will be in the number of one hundred million (100,000,000). The price set forth above for payment within the first, second, third week after the Early Bird Period shall be not applicable if the Payment Window is closed in a preceding phase. 2.4 The addresses to receive Bitcoin and Ether payments for the Tokens for Crowdsale will be determined and announced for each Purchaser. Participants shall make payment only to the indicated addresses as set out in the website. 2.5 The Bitcoin / Ether addresses mentioned above are the only valid addresses for receiving payments for the Tokens for Crowdsale. Sending to any other address will neither be recognized by Ekasi Bucks as a valid payment hereunder nor entitle the sending person to claim any Tokens for Crowdsale. 2.6 Participation in the Campaign is voluntary. No person will be deemed as committed or obliged to participate in the Campaign or purchase any Tokens for Crowdsale for visiting the Website, registering himself/herself with the Website, requesting or reading any materials (such as this Terms or Ekasi Bucks Whitepaper) made available by Ekasi Bucks or communicating with Ekasi Bucks in any manner. 3 2.7 Each person shall

only participate in the Campaign (a “Purchaser”) through a cryptocurrency exchange or crowdfunding portal recognized and announced by Ekasi Bucks on the Website in advance. 2.8 Each Purchaser will, upon participating in the Campaign, be deemed as having perused and comprehended these Terms and Ekasi Bucks Whitepaper in full and having voluntarily accepted all the warranties and disclaimers made and the risks disclosed hereunder. 2.9 Relevant Tokens for Crowdsale subscribed by any Purchaser will be sent by Ekasi Bucks to the foregoing Crowdsale Intermediary, from which each Purchaser may claim his/her share in accordance with the separate agreement between him/her and the Crowdsale Intermediary in question. No Purchaser shall be entitled to claim any Tokens for Crowdsale from Ekasi Bucks directly. 2.10 If Ekasi Bucks discovers the purchase of Tokens by any Purchaser violating any antimoney laundering, counter-terrorism financing or other regulatory requirements, such purchase shall be invalid with retroactive effect and Ekasi Bucks shall be entitled to immediately deny the relevant person’s admissibility to the Campaign, reject delivery of any Tokens and request return of any delivered Tokens, irrespective of any payment that could have been made by that Purchaser.

### 3. Indemnification

3.1 To the fullest extent permitted by applicable law, the User shall indemnify, defend and hold harmless 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: (i) your purchase or use of Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity. 3.2 Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 3.1. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

### 4. Limitation of Liability

4.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL 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 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, 4 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 (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF 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 OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS. 4.2 THE LIMITATIONS SET FORTH IN SECTION 4.1 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

## 5. Certain Risks Associated with the Purchase of EKB tokens

5.1 The purchase of Tokens carries with it significant risk. Prior to purchasing Tokens, the Purchaser should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to determining whether to purchase Tokens.

5.2 Risk of Losing Access to Tokens Due to Loss of Private Key(s). A private key, or a combination of private keys, is necessary to control and dispose of Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing Tokens will result in loss of such 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 Tokens.

5.3 Risks Associated with the Bitcoin Protocol. Because Tokens and the Network are based on the Bitcoin protocol, any malfunction, breakdown or abandonment of the Bitcoin protocol may have a material adverse effect on the Network or Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Network by rendering ineffective the cryptographic consensus mechanism that underpins the Bitcoin protocol.

5.4 Risk of Mining Attacks. As with other decentralized cryptographic tokens based on the Bitcoin protocol, the Tokens are susceptible to attacks by miners in the course of validating Token transactions on the Bitcoin 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 Network and the Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

5.5 Risk of Hacking and Security Weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with the Network or the 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 Network 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 Network, which could negatively affect the Network and the Tokens.

5.6 Risks Associated with Markets for Tokens. The Tokens are intended to be used solely within the Network, and Company will not support or otherwise facilitate any secondary trading or external valuation of Tokens. This restricts the contemplated avenues for using Tokens to the provision or receipt of Services, and could therefore create illiquidity risk with respect to the Tokens you hold. Even if secondary trading of 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 Tokens (e.g.,

as denominated in a digital or fiat currency), such value may be extremely volatile and diminish to zero.

**5.7 Risk of Uninsured Losses.** Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. 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 us, to offer recourse to you.

**5.8 Risks Associated with Uncertain Regulations and Enforcement Actions.** The regulatory status of the 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 Network and the 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 Network and the Tokens. Regulatory actions could negatively impact the Network and the Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that require registration or licensing. 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.

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

**5.10 Risk of Alternative Networks.** It is possible that alternative networks could be established that utilize the same open source code and protocol underlying the Network and attempt to facilitate services that are materially similar to the Services. The Network may compete with these alternative networks, which could negatively impact the Network and Tokens.

**5.11 Risk of Insufficient Interest in the Network or Distributed Applications.** It is possible that the Network 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 distributed ecosystems (such as the Network) more generally. Such a lack of use or interest could negatively impact the development of the Network and therefore the potential utility of Tokens.

**5.12 Risks Associated with the Development and Maintenance of the Network.** The Network is still under development and may undergo significant changes over time. 6 Although we intend for the Tokens and Network to follow the specifications set forth in chapter 1, and intend to take commercially reasonable steps toward those ends, we may have to make changes to the specifications of the Tokens or Network for any number of legitimate reasons. This could create the risk that the Tokens or Network, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain the Network, it is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Network and Tokens.

**5.13 Risk of an Unfavorable Fluctuation of Ether and Other Currency Value.** The Company team intends to use the proceeds from selling Tokens to fund the maintenance and development of the Network, as described further in chapter 2. The proceeds of the Token sale will be denominated in Ether or Bitcoin, and converted into other cryptographic and fiat currencies. In addition, some pre-sales of the Tokens may also be denominated in fiat currencies. If the value of Ether or other currencies fluctuates unfavorably during or after the Sale Period, the Company team may not be able to fund development, or may not be able to develop or maintain the Network in the manner that it intended.

**5.14 Risk of Dissolution of the Company or Network.** It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ether (or other

cryptographic and fiat currencies), decrease in the Tokens' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Network may no longer be viable to operate and the Company may dissolve.

**5.15 Risks Arising from Lack of Governance Rights.** Because Tokens confer no governance rights of any kind with respect to the Network or Company or its corporate affiliates, all decisions involving the Network or Company will be made by Company at its sole discretion, including, but not limited to, decisions to discontinue the Network, to create and sell more Tokens for use in the Network, or to sell or liquidate the Company. These decisions could adversely affect the Network and the Tokens you hold.

**5.16 Risks Involving Cloud Storage.** As the Company provides a decentralized cloud storage service to individual and institutional clients, including users and applications, the Services are susceptible to a number of risks related to the storage of data in the cloud. While the Company does not have access to the contents of the data stored through the Services, the Services may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyber-attack or other malicious activity. Similarly, the Services may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a variety of hardware and software that may interface with the Network, there is the risk that the Services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Company does not control with the Company's Services. The risk that the Services may face increasing interruptions and the Network may face additional security vulnerabilities could adversely affect the Network and therefore the future utility of any Tokens that you hold.

**5.17 Unanticipated Risks.** Cryptographic tokens such as the Tokens are a new and untested technology. In addition to the risks included in this chapter 5, there are other risks associated with your purchase, holding and use of Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this chapter 5.

## 6. Security

**6.1** You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold Tokens you purchase 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 Tokens. We are not responsible for any such losses.

## 7. Privacy

**7.1** We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable law or regulation in connection with selling Tokens to you. You agree to provide us such information promptly upon request, and you acknowledge that we may

refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation.

## 8. Taxes

8.1 The purchase price that you pay for Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of 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 Tokens. 8.2 Each Purchaser shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation, trading or divestment of Tokens (no matter whether purchased during the Campaign or otherwise acquired). And each Purchaser shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her non-payment, underpayment, undue payment or belated payment of any applicable tax. Ekasi Bucks gives no advice and makes no representation as to the tax implication of any Purchaser's participation in the Campaign.

## 9. Representations and Warranties

9.1 To participate in the Campaign, each Purchaser shall represent and warrant that: 9.1.1 All the information submitted by him/her to Ekasi Bucks or any Crowdsale Intermediary is true, complete, valid and non-misleading; 9.1.3 He/she is of sufficient age to participate in the Campaign and is a natural person with full civil capacity of conduct under the laws of the jurisdiction where he/she is domiciled or maintains citizenship; 9.1.4 He/she is a seasoned investor, expert, technician and/or professional in the fields of blockchain, distributed ledger technology and crypto-tokens and is fully aware of the risks associated with the development and use of Ekasi Bucks 9.1.5 His/her participation in the Campaign is voluntary and based on his/her own independent judgment without being coerced, solicited or misled by anyone else; 9.1.6 He/she is permitted by the laws of each jurisdiction to participate in the Campaign and is legally permitted to acquire, receive and hold crypto-tokens; 9.1.7 No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on his/her part in connection with the participation in the Campaign; 9.1.8 He/she is experienced in and capable of maintaining and safekeeping the Bitcoin and/or Ether private key of the sending address out of which he/she makes any payment for purchasing the Tokens for Crowdsale; 9.1.9 He/she only uses such crypto-tokens as lawfully acquired through mining and/or trading to make payment in the Campaign and does not participate in the Campaign for any money-laundering, terrorism financing or other illicit purpose; 9.1.10 He/she aims to acquire Tokens primarily for using the designed functions of Ekasi Bucks without expectation of any profit or financial yield and does not contemplate to use

Tokens for any financial, speculative, illegal or non-ethical purpose; and 9.1.11 (Except having specifically communicated to and been permitted by Ekasi Bucks in advance) he/she is participating in the Campaign for his/her own benefit and is not acting as a nominee or agent for or on behalf of any third party. 9.2 All the above representations and warranties made by a Purchaser shall be true, complete, accurate and non-misleading on and from the date of that Purchaser making a payment hereunder throughout the Campaign and onwards. Ekasi Bucks reserves the right to reject and invalidate the payment by, and withhold the relevant Tokens for Crowdsale from, any Purchaser who has made a false representation in the sole judgment of Ekasi Bucks.

## 10. Dispute Resolution (Arbitration) and Jurisdiction

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 South Africa. 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 (90) 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 South African courts under the applicable law, as set out in clause 10.1. hereof.

## 11. Miscellaneous

11.1 Ekasi Bucks does not make, and hereby disclaims, any representation or warranty with respect to the Campaign, Ekasi Bucks or Tokens (such as merchantability or fitness for particular purposes), except those expressly specified herein. Each Purchaser's decision to participate in the Campaign and purchase any Tokens shall be made based on his/her own knowledge of Ekasi Bucks and Tokens and the information disclosed herein or in Ekasi Bucks Whitepaper. Without prejudice to the generality of the foregoing, each Purchaser will, upon the Launch of Ekasi Bucks and availability of Ekasi Bucks wallet, accept Ekasi Bucks and the purchased Tokens on an "as is" basis, irrespective of the technical specifications, parameters, performance or function thereof. 11.2 These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at [www.ekasibucks.co.za](http://www.ekasibucks.co.za) and update the "Last Updated" date above. The amended Terms will be effective immediately. We may assign our rights



and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form. 11.3 The Campaign is initiated and takes place worldwide and is not linked to any specific jurisdiction. The Purchasers may be from any jurisdiction in the world.