

Xentavo Token Terms and Conditions

1 General terms

1.1 The following Terms and Conditions (“Terms”) govern the Main Sale of cryptographic tokens – Xentavo Tokens (“XEN”) – that are required to transact on the Xentavo software platform described in Xentavo Whitepaper (“Xentavo Platform”) to Users (“Users” collectively, and “User” individually or “you”).

1.2 The information contained in the Xentavo Whitepaper and on Xentavo website is of descriptive nature only, are not binding and do not – unless explicitly referred to herein – form part of the Terms or the agreement between the parties.

1.3 By participating in the Main Sale of XEN, the User expressly acknowledges and represents that he/she has carefully reviewed the Terms and fully understand the risks, costs, and benefits of purchasing XEN and agrees to be bound by the Terms. As set forth below, the User further represents and warrants that, to the extent permitted by law, he/she is authorized to purchase XEN in his/her relevant jurisdiction, is of a legal age to be bound by these Terms, and will not hold Xentavo LTD (hereinafter Xentavo), its parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of Xentavo or their parent or affiliates, now or in the future and any other member of the Xentavo Team (collectively the “Xentavo”) liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the Main Sale of XEN.

1.4 The User understands and accepts that while the individuals and entities, including Xentavo, incorporated in the British Virgin Islands, assigned to this task will make reasonable efforts to develop and complete the Xentavo Platform and Xentavo Project, it is possible that such development may fail and User’s XEN may become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also Chapter 4 regarding Risks).

1.5 The User is aware of the risk that even if all or parts of the Xentavo Platform are successfully developed and released in full or in parts, due to a lack of public interest, the Xentavo Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that purchasing XEN carries significant financial, regulatory and/or reputational risks (including the complete loss of value of purchased XEN, if any, and attributed features of the Xentavo Project).

1.6 This document 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.

1.7 Only individuals, entities, or companies that have significant experience with, and understanding of the usage and intricacies of cryptographic tokens, like bitcoin (“BTC”), and blockchain-based software systems should participate in the Sale of XEN. Users should have a functional understanding of storage and transmission mechanisms associated with cryptographic tokens. While the Xentavo Team will be available to assist Users of XEN during and after the Token Sale, Xentavo will not be responsible for lost ETH, any other cryptocurrency or XEN resulting from actions taken by or committed by Users.

1.8 From the United States of America, only accredited investors are accepted.

2 Creation and sale of XEN

2.1 No Ownership, Revenue or Governance Rights User understands and accepts that XEN does not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance rights in or relating to the Xentavo Project and/or XEN. Ownership of XEN carries no rights, express or implied, other than the right to participate in the Xentavo Project if and to the extent the Xentavo Project has been successfully completed and launched. By receiving XEN, no form of partnership, joint venture or any similar relationship between the Users and Xentavo and/or other individuals or entities involved with the setting up of the Xentavo Project is created.

2.2 Main sale period

2.2.1 The public Main Sale of XEN will begin as published on www.xentavo.com.

2.2.2 Xentavo reserves the right to change the date when the Main Sale will begin and further reserves the right to extend the sale period for any reason, including the unavailability of the website www.Xentavo.com or other unforeseen security or procedural issues. Though it does not currently anticipate doing so, Xentavo also reserves the right to shorten the Main Sale period for any reason.

2.3 XEN value and cap

2.3.1 The price will be set in ETH for the Main sale period at 1 ETH for 7500 XEN.

2.3.2 Xentavo accepts payments in ETH only

2.3.3 Xentavo shall stop accepting new purchase orders of XEN once total value of purchase orders of XEN reaches the cap. However, the actual amount of XEN sold in the Main Sale may be different from the aforementioned value due to the fact that transactions may clear or be canceled after the end of the Main Sale.

2.4 Disclosure of Transactions In the spirit of openness and to enable Users to have as much information as possible to guide their decision-making process, Xentavo will disclose in real time the total number of XEN sold in order to enable the User to develop an understanding of the size of the existing XEN pool at the time of submitting their XEN purchase order.

2.5 Sale on Xentavo XEN Website Xentavo will maintain an interface, which can be used to purchase XEN. The interface will be available at www.Xentavo.com. Instructions for purchasing XEN using the interface will be embedded and available for review on the Xentavo website during the Main Sale period. Failure to follow these instructions may limit, delay, or prevent a User from purchasing XEN. Any questions about these instructions should be directed to tokensale@xentavo.com.

2.6 Obligation to Determine if User Can Purchase XEN in User's Jurisdiction and Pay Applicable Taxes. The Main Sale constitutes a sale of cryptographic tokens (XEN) for obtaining a right to use future software services provided through the Xentavo Platform. This service is going to be provided by Xentavo LTD, a British Virgin Islands entity. It is the responsibility of each User of XEN to determine if the User can legally purchase XEN in the User's jurisdiction. In case any taxes must be paid on the purchase of XEN in the jurisdiction where the User is located, the User shall undertake to pay such taxes.

2.7 KYC

2.7.1 During the Token Sale Xentavo shall conduct Know Your Customer („KYC“) procedure for all Users purchasing XEN. XEN Tokens will be distributed only to the participants who have passed the KYC. Users who pass the KYC become KYC verified.

2.7.2 Users purchasing XEN up to 11 ETH need to pass the basic KYC

2.7.3 Users purchasing XEN more than 11 ETH need to pass the regular KYC process.

2.7.4 All fully compliant KYC documents must be submitted by the last day of the ICO at the latest.

2.7.5 Funds of users who fail to submit KYC documents on time or whose submitted documents are not satisfactory will be returned within 90 days from the end of the Main Sale.

2.8 Acceptance of the Terms and Representations and Warranties of the User

2.8.1 By placing a purchase order of XEN, the User:

- 1) Consents and agrees to the Terms;
- 2) Represents and warrants that the User is legally permitted to purchase XEN in the User's jurisdiction;
- 3) Represents and warrants that the User is of a sufficient age to legally purchase XEN or has received permission from a legal guardian who has reviewed and agreed to these Terms;
- 4) Represents and warrants that the User will take sole responsibility for any restrictions and risks associated with the purchase of XEN as set forth below;
- 5) Represents and warrants that User is not purchasing XEN for the purpose of speculative investment;
- 6) Represents and warrants that the User is purchasing XEN for the use of the Xentavo Platform, or to facilitate development, testing, deployment and operation of applications using the Xentavo Platform;
- 7) Represents and warrants that the User has an understanding of the usage and intricacies of cryptographic tokens;
- 8) Represents and warrants that the User is not a citizen or resident of a country, whose legislation conflicts with the present allocation of XEN and/or the Xentavo Project in general;
- 9) Represents and warrants that, in case the User is a resident of the United States of America, he/she is accredited investor.

2.9 Receipt of XEN and User Email. As part of the sale process and in order to purchase XEN, the User will need to provide an email address (the "User Email"). The User Email will be used to email the User a notice of the creation of User's account on the Xentavo token platform service where the purchased XEN shall be delivered. By purchasing XEN and to the extent permitted by applicable law, the User agrees not to hold any members of the Xentavo liable for any losses or any special, incidental, or consequential damages arising out of or in any way connected to, User's failure to access their account.

2.10 Process of Main Sale of XEN XEN will be created and delivered to the User through the following process:

2.10.1 XEN tokens are sold to User in Main sale. The User receives a token allocation against his or her payment. The allocation is expressed as the number of XEN tokens. If the User does several payments the User may or may not get a different exchange rate for subsequent payments and receive XEN at a bonus level as the original payment.

2.10.2 Xentavo creates the tokens after the token sale has ended. Xentavo aims to distribute XEN tokens within the six weeks after the token sale has ended. In the distribution process Xentavo sends the tokens to the Ethereum address given by the User. Xentavo maintains the right to extend this period for individual Users in the case of payment issues or KYC issues as described below.

2.10.3 In the case of User has received a wrong allocation that does not match terms described here, Xentavo maintains the right to change the user allocation and communicate the new allocation to the user and distribute different amount of XEN tokens. Reasons for such correction may include but are not limited to payments issues as described below, technical issues like blockchain forks or blockchain congestion. In the case of such issues Xentavo maintain the right to apply an exchange rate and bonus that is the best fit to match the actual payment received time.

2.10.4 Xentavo maintains the right to pause or extend the Main sale during the Main sale period. The reasons for such a pause may include, but are not limited to, blockchain forks, attacks against website or malicious behavior on the behalf of Users. In such an event Xentavo maintains right to adjust the bonus token periods to match the new duration of Main sale after unpausing it.

2.10.5 Users may expire or cause payment issues including, but not limited to underpayments, overpayments, late payments, cap overflows, failed identity verifications, failed anti-money laundering checks or malicious payment activity. In the case of such payment issues, Xentavo maintains right not to distribute tokens to User. Xentavo aims to refund such payments no later than 60 days after the end of the ICO. Xentavo maintains the right to extend this period for individual Users if needed.

2.10.6 In the case of a blockchain fork, Xentavo maintains the right to decide which blockchain to follow.

2.11 No Refund. All purchases of XEN are final and non-refundable. By purchasing XEN, the User acknowledges that he/she has no right to request a refund for any reason and that the User will not receive money or other compensation for any XEN that remains unused.

2.12 Rejected Transactions Xentavo shall maintain the right to reject any transaction of purchase of XEN in case the User has not complied with the Terms or has not transferred necessary funds in accepted currency to purchase requested amount of XEN within 24 hours after placing an order to purchase XEN. In case of rejection of a transaction, Xentavo shall have the right to freely sell or burn XEN created for such transactions to other Users.

2.13 Xentavo will not Purchase XEN During Token Sale Xentavo warrants that it will not purchase XEN in its own Token Sale. Furthermore, Xentavo warrants that it will not acquire XEN from any third party during the period of the Token Sale of XEN.

3 Xentavo Project Execution

3.1 The User understands and accepts that for the purpose of the development and execution of the Xentavo Project, Xentavo receives the full amount of funds transferred during the Token Sale period. This amount covers expenses, charges and other costs that may arise by Xentavo and/or its subcontractors as part of the development and execution of the Xentavo Project. It remains at Xentavo's sole discretion to decide how to allocate the funds in order to develop and execute the Xentavo Project. Xentavo has the right to engage subcontractors to perform the entire or partial development and execution of the Xentavo Project. The scope of the development work will be triggered by the amount of funds received during the Token Sale.

3.2 The User understands and accepts that the User may not have any expectation of influence over governance on the Xentavo Project.

3.3 The User understands and accepts that the Xentavo Project will need to go through substantial development works as part of which it may become the subject to significant conceptual, technical and commercial changes before release.

4 Xentavo Token Platform

The Xentavo Token Platform as well as the smart contract has been programmed according to the current state of the art. However, the User understands and accepts that smart contract technology is still in an early development stage and its application is of experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks.

5 Risks

The purchase of XEN carries with it significant risk. Prior to purchasing XEN, the User 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 XEN. In particular, but not concluding, the User understands the inherent risks listed hereinafter:

5.1 Risk of software weaknesses: The User understands and accepts that smart contract system concept; the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. Thus, there is no warranty that the process of creating and distributing XEN will be uninterrupted or error-free and there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of funds and/or XEN.

5.2 Regulatory risk: The User understands and accepts that the blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on or introduce new regulations addressing blockchain technology-based applications, which may be contrary to the current setup of the smart contract system and Xentavo Platform. This may, inter alia, result in substantial modifications of the smart contract system and/or the Xentavo Project, including its termination and the loss of XEN for the User.

5.3 Risk of abandonment / lack of success: The User understands and accepts that the creation of the XEN and the development of the Xentavo Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User, therefore, understands that there is no assurance that, even if the Xentavo Project is partially or fully developed and launched, the User will receive any benefits through the XEN held by him/her.

5.4 Risk associated with other applications: The User understands and accepts that the Xentavo Project may give rise to other alternative projects, promoted by unaffiliated third parties, under which XEN will have no intrinsic value.

5.5 Risk of Losing Access to Tokens Due to Loss of Private Key(s), Custodial Error or your Error: 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. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens. Additionally, your failure to precisely follow the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide an incorrect Token Receipt Address, or provides an address that is not EIP-20 (former ERC-20) compatible, may result in the loss of your Tokens.

5.6 Risk of theft: The User understands and accepts that the smart contract system concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals that could result in theft or loss of XEN, BTC or ETH, impacting the ability to develop the Xentavo Project.

5.7 Risk of Ethereum mining attacks: The User understands and accepts that, as with other cryptocurrencies, the blockchain used for the smart contract system is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the smart contract system, expected proper execution and sequencing of XEN transactions, and expected proper execution and sequencing of contract computations.

5.8 Risk of incompatible Wallet service: The User understands and accepts, that the wallet or wallet service provider used for purchasing XEN, has to be technically compatible with the XEN. Failure to assure this may have the result that User will not gain access to his/her XEN.

5.9 Risks related to Amendments: Amendments to the Xentavo Platform’s protocols and software, if accepted and authorized by the Xentavo Platform’s community, could adversely affect XEN. The Xentavo Platform governs the peer-to-peer interactions between computers connected to the Xentavo Platform. To the extent that a significant majority of the Users on the Xentavo Platform install software upgrade(s), the Xentavo Platform would be subject to new protocols and software that may adversely affect XEN. If more than a significant majority of the Users on the Xentavo Platform install such software upgrade(s), the Xentavo Platform could “fork.” A failure to properly monitor and upgrade the protocol could damage the Xentavo Platform and XEN.

5.10 Risks related to intellectual property rights claims: Intellectual property rights claims may adversely affect the operation of the Xentavo Platform. Third parties may assert intellectual property claims relating to the holding and transfer of digital assets and their source code. Regardless of the merit of any intellectual property or other legal action, any threatened action that reduces confidence in the Xentavo Platform’s long-term viability or the ability of end-Users to hold and transfer XEN may adversely affect the value of XEN. Additionally, a meritorious intellectual property claim could prevent Xentavo and/or other end-Users from accessing the Xentavo Platform or holding or transferring their XENs.

6 No Liability

6.1 The User bears the sole responsibility to determine if the purchase, ownership or use of XEN, the potential appreciation or depreciation in the value of XEN over time (if any), the allocation of XEN and/or any other action or transaction related to the Xentavo Project have tax implications for him/her. In case of any tax obligations, the User shall be under obligation to pay all and any applicable tax. By purchasing, holding or using XEN the User agrees not to hold any third party (including developers, auditors, contractors or founders of Xentavo) liable for any tax liability associated with or arising from the creation, ownership or use of XEN or any other action or transaction related to the Xentavo Project.

6.2 The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, advisors, auditors contractors or founders of Xentavo liable for any damages or injury whatsoever caused by or related to the use of or the inability to use XEN or the Xentavo Platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors, advisors, contractors or founders of Xentavo Project shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or the inability to use of the Xentavo Platform and/or XEN.

6.3 The User further specifically acknowledges that developers, advisors, auditors, contractors or founders of the Xentavo Project are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, including other creators of XEN, and that the risk of purchasing, holding and using XEN rests entirely with the User.

6.4 By purchasing, holding or using XEN, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, advisors, contractors or founders) liable for any regulatory implications or liability associated with or arising from the purchase, ownership or use of XEN or any other action or transaction related to the Xentavo Project.

7 Privacy

Although Xentavo requires Users to provide an email address and other information, Xentavo will not publish any identifying information related Users without the prior written consent of the User unless required to do so under applicable law. Xentavo may request Users from time to time to provide additional information. The User undertakes to provide such information. Users may be contacted via email by Xentavo regarding purchase or delivery of XEN and the use of the Xentavo Platform.

8 Disclaimer of Warranties

The user expressly agrees that the user is purchasing xen at the user's sole risk and that xen is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties, merchantability or fitness for a particular purpose (except only to the extent prohibited under applicable law with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, none of the Xentavo parties warrant that the process of purchasing xen will be uninterrupted or error-free.

9 Limitations Waiver of Liability

The user acknowledges and agrees that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of or inability to use xen or the Xentavo platform under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that none of the Xentavo parties shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, or purchase of, or inability to purchase, xen. The user further specifically acknowledges that Xentavo parties are not liable for the conduct of third parties, including other users of xen, and that the risk of purchasing and using xen rests entirely with the user. To the extent permissible under applicable laws, under no circumstances will any of the Xentavo parties be liable to any user for more than the amount the user have paid to Xentavo for the purchase of xen. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Therefore, some of the above limitations in this section and elsewhere in the terms may not apply to a user.

10 AGREEMENT TO RESOLVE ALL DISPUTES BY BINDING INDIVIDUAL ARBITRATION. PLEASE READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS BY REQUIRING ARBITRATION OF DISPUTES (EXCEPT AS SET FORTH BELOW) AND A WAIVER OF THE ABILITY TO BRING OR PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION. ARBITRATION PROVIDES A QUICK AND COST-EFFECTIVE MECHANISM FOR RESOLVING DISPUTES, BUT YOU SHOULD BE AWARE THAT IT ALSO LIMITS YOUR RIGHTS TO DISCOVERY AND APPEAL.

Binding Arbitration. Any Claim (as defined below) raised by either You or Xentavo against the other shall be subject to mandatory, binding arbitration. As used in this arbitration provision, the term "Claim" or "Claims" means any claim, dispute, or controversy between You and Us relating in any way to Your relationship with Xentavo, including but not limited to any Claim arising from or relating to this Agreement, the Products or the Token, or any information You receive from Xentavo, whether based on contract, statute, common law, regulation, ordinance, tort, or any other legal or equitable theory, regardless of what remedy is sought. This arbitration obligation extends to claims You may assert against Xentavo's parents, subsidiaries, affiliates, successors, assigns, employees, and agents. The term "Claim" shall have the broadest possible construction.

No Class or Representative Arbitrations. The arbitration will be conducted as an individual arbitration. Neither You nor Xentavo consent or agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. This arbitration provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general action, or other representative action. By consenting to submit Your Claims to arbitration, You will be forfeiting Your right to bring or participate in any class action (whether as a named plaintiff or a class member) or to share in any class action awards, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the Claims are based already occurred or existed.

Right to Opt-Out of this Arbitration Provision. IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION, YOU HAVE THE RIGHT TO EXCLUDE YOURSELF. Opting out of the arbitration provision will have no adverse effect on your relationship with Xentavo or the delivery of Tokens/Products/Services to You by Xentavo. In order to exclude Yourself from the arbitration provision, You must notify Xentavo in writing within 30 days of the date that You first accept this Agreement on the Site. To be effective, timely written notice of opt out must be delivered to Xentavo LTD, Subj.: Arbitration to the email address: support@xentavo.com, and must include Your name, address, and email address, as well as a clear statement that You do not wish to resolve disputes with Xentavo through arbitration. You must receive a reply email from Xentavo that acknowledges receipt of your email. Any opt-out request postmarked after the opt-out deadline or that fails to satisfy the other requirements above will not be valid, and You must pursue your Claim in arbitration or small claims court.

Initiation of Arbitration. Arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in effect at the time the arbitration is filed unless any portion of those rules is inconsistent with any specific terms of this arbitration provision or this Agreement, in which case the terms of this arbitration provision and this Agreement will govern. The AAA's rules may be obtained at www.adr.org, or by calling the AAA at 1-88-778-7879. To commence an arbitration, you must file a copy of your written arbitration demand with the AAA (either online at www.adr.org or by mail addressed to AAA, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043). The arbitration shall be before a single arbitrator. The arbitrator will have the power to award a party any relief or remedy that the party could have received in court in accordance with the law or laws that apply to the dispute, subject to any limitations of liability or damages that exist under this Agreement. This agreement to arbitrate involves interstate commerce and is made pursuant to the Federal Arbitration Act, 9 U.S.C. sections 1-16 (the "FAA"). Any claim or dispute as to the enforceability of this arbitration provision's restrictions on your right to participate in or pursue a class action or class wide arbitration shall be decided by a court and not an arbitrator.

Payment of Arbitration Fees and Costs. In the event You file a Claim in arbitration in accordance with these provisions, Xentavo will advance all arbitration filing fees if You ask that We do so, in writing, prior to the commencement of the arbitration. The payment of any such fees will be made directly by Xentavo to the AAA. Such requests should be mailed to support@xentavo.com, Subj: Request for Payment of Arbitration Filing Fees. We will also pay all arbitrator fees. If Xentavo prevails in the arbitration, then the arbitrator shall have the authority to require that You reimburse Xentavo for the filing fees advanced, but only to the extent such fees would be recoverable by Xentavo in a judicial action. You are responsible for all other fees and costs You incur in the arbitration, including attorney's fees and expert witness fees, except that the arbitrator shall have the authority to award attorney's fees and costs to the prevailing party; (i) based on applicable law; (ii) under the rules of the arbitration administrator; or (iii) if the arbitrator rules in Your favor and the arbitrator expressly determines that there is a good reason for requiring Us to pay those fees and costs.

Continuation. This arbitration provision shall survive: (i) termination or changes in this Agreement or the relationship between You and Xentavo.

Small claims court. Notwithstanding anything in this Section, either You or Xentavo may bring an individual action in small claims court as long as (i) the claim is not aggregated with the claim of any other person, and (ii) the small claims court is located in the same county and state as Your address that You most recently provided to Xentavo according to Xentavo's records in connection with this Agreement.

11 Force Majeure

11.1 Xentavo is not liable for failure to perform caused by:

- unavoidable casualty;
- delays in delivery of materials;
- embargoes;
- government orders;
- acts of civil or military authorities;
- acts by common carriers;
- emergency conditions (including weather conditions), or any similar unforeseen event that renders performance commercially implausible.

11.2 If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Agreement, in whole or in part, for the duration of the force majeure circumstances. The party experiencing 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.

12 Complete Agreement

These Terms set forth the entire understanding between each User and Xentavo with respect to the sale and use of XEN. For facts relating to the sale and use of XEN, the User agrees to rely only on the Terms and understands that the Terms alone govern the sale and use of XEN and supersede any public statements about the Main Sale made by third parties or by Xentavo or individuals associated with any Xentavo Parties, past and present and during the Main Sale.

13 Severability

The User and Xentavo agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

14 No Waiver

The failure of Xentavo to require or enforce strict performance by the User of any provision of these Terms or Xentavo's failure to exercise any right under these agreements shall not be construed as a waiver or relinquishment of Xentavo's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by Xentavo of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set

forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by Xentavo shall be deemed a modification of these Terms nor be legally binding, unless documented in physical writing, hand signed by the User and a duly appointed officer, employee, or agent of Xentavo.

15 Updates to the Terms

Xentavo reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time before or during the Token Sale by posting the amended Terms on the website. Any User will be deemed to have accepted such changes by purchasing XEN. The Terms may not be otherwise amended except in a signed writing executed by both the User and Xentavo. For purposes of this agreement, "writing" does not include an e-mail message. If at any point the User does not agree to any portion of the then-current version of the Terms, the User should not purchase XEN.

16 Cooperation with Legal Authorities

Xentavo will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions. In accord with one of the core principles of the Xentavo project — transparency — Xentavo will endeavor to publish any legal enquiries upon receipt.