



# GoldFinX

Fair Trade Crypto-Finance

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## GIX COINS SALE GENERAL TERMS

*"Change is the law of life. And those  
who look only to the past or present  
are certain to miss the future."*

- John F. Kennedy -

# GIX COINS SALE GENERAL TERMS

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# CRYPTO - COIN SALE -

## SALE POLICY STATUS AND ACCEPTANCE

1. This Sale Policy (hereinafter referred to as the “Policy”) sets forth general rules and procedure of the GoldFinX Coins Sale by the Website Owner (GoldFinX) and their purchase by Users. The coin is referred to by its name as GiX.
2. This Policy is an inalienable part of the GiX Sale General Terms & Conditions that the User shall carefully read, understand, and irrevocably accept. In terms not regulated by this Policy (including but not limited to intellectual property rights, dispute resolution etc.), the GiX Sale General Terms & Conditions shall apply to the relationships that arise hereunder.
3. Each User must carefully read and comply with this Policy.
4. It is understood and presumed per se that by the facts of use of the Website and purchase of GiX, the respective User has fully read, understood, and irrevocably accepted this Policy. If any User does not agree with this Policy in general or any part of it, such User should withhold from using the Website and/or purchasing GiX.

## COINS SALE OFFER AND ACCEPTANCE

1. GiXs are available for purchase to eligible offerees (Users) only during the specified Sale period of time that is defined in the Whitepaper and published on the Website.
2. The Website Owner’s publication on the Website of an offer to sell GiXs to eligible offerees (potential GiX purchasers) is considered a legally binding offer of the Website Owner to sell GiXs (hereinafter referred to as the “Offer”).
3. The Offer shall be available only at the Website. Any other offers concerning GiX Sale presented on any other websites or internet resources shall be considered null and void and shall not put any obligations upon the Website Owner.
4. The number of GiXs offered for sale by GoldFinX is limited, as is the number of Coins to be purchased by a User. Such number of GiX to be offered and available for purchase shall be defined in the Whitepaper and published on the Website.

5. Legally binding acceptance of the Offer shall be conducted by a User on the Website (hereinafter referred to as the “Offer Acceptance”) by clicking on the respective “Join the Presale” button (or similar) on the Website. From this moment, the Offer shall be considered formally accepted by the respective User and the User shall be obliged to pay the price of the respective amount of Coins (on the condition that the respective User complies with the eligibility requirements set forth by the Website Owner).

6. Offer Acceptance by an eligible User shall be deemed irrevocable.

## COINS SALE / PRICE AND PAYMENT PROCEDURE

1. The price of one GiX is set forth in Euros and is mentioned in the Whitepaper and published on the Website.

2. The payment of GiX can be conducted in accepted Fiat or Crypto currencies mentioned in the Whitepaper.

3. In order to buy GiX with Cryptocurrency the User shall convert legal tender into its equivalent in Cryptocurrency at rate traded on major crypto exchanges. The User shall send Cryptocurrency funds from their personal wallet equivalent to the amount of the GiX the User is willing to receive for such payment. The User undertakes to control solely the address, and/or the Cryptocurrency wallet used for the GiX Sale contribution, shall not act on behalf of any third party, and shall not transfer the control of the mentioned address or wallet to any third party.

4. The User is not entitled to send any funds to purchase GiX until the GiX Sale has officially begun, except for the case of the GiX Presale that takes place before the GiX ICO (crowdsale) and conducted only among a limited number of eligible contributors at discounted price defined by the Website Owner.

5. The amount of GiX to be provided to a User shall be specified in eligible User’s registered Account on the Website upon completion of GiX purchase. The GiX shall be sent to the User’s personal respective Cryptocurrency wallet via smart contract after GiX Sale distribution phase. At that time, in order to receive GiX the eligible User is obliged to strictly follow any and all requirements and procedures set forth by the Website Owner, as shall be mentioned on the Website or otherwise communicated by the Website Owner to the User (including provision of necessary identification information about the User, information about his Cryptocurrency wallet, filling-in User’s profile on the Website, complying with KYC/AML/OFAC screening procedures, etc.). The Website Owner is not liable for inability of the User to receive or use GiX because of User’s failure to follow any of the requirements and procedures of the Website Owner or due to any possible misrepresentations of the User and shall not make any refunds of contributions made.

6. To the maximum extent permissible under Applicable Law, the purchase of the GiX is final, and, thus, there are no refunds and/or cancellations.
7. Except during the presale period and until the deployment of the smart contract, GoldFinX shall not store GiX on a User's behalf; any GiX shall be stored in the User's own Cryptocurrency wallet.
8. GoldFinX will not have any access to any passwords of any User's Cryptocurrency wallet.
9. The purchase transactions of GiX shall be stored on Blockchain and available for reference and check.

## COINS SALE / OWNERSHIP RIGHTS TRANSFER

1. Ownership rights for GiXs shall be transferred from GoldFinX to the respective eligible purchaser (User) upon completion of the payment procedure at the condition of User's following GoldFinX' requirements and procedures as set forth in clause 03. hereof.
2. Ownership rights for the Cryptocurrency or Fiat proceeds contributed by a User shall be transferred to GoldFinX upon completion of the respective payment procedure. Any such Cryptocurrency proceeds may be converted by GoldFinX into fiat currency and vice versa at any time for the purpose of GoldFinX project launch.
3. You agree that GiX are not securities or any other financial instruments and shall not be considered as such; the offering of GiX is not registered with any government entity, and does not represent any share, stake, or security or equivalent rights including, but not limited to, any right to receive future revenue shares and intellectual property rights in GoldFinX, and do not represent any ownership rights in GoldFinX.

## COINS SALE / USER'S REPRESENTATIONS AND WARRANTIES

1. By accepting this Policy and by buying the GiX, the User represents/warrants and accepts that there are certain risks associated with purchase of GiX, holding GiX, and using GiX. By purchasing GiX, the User expressly acknowledges and assumes such risks, including, but not limited to: risk of losing access to the GiX in his/her possession due to loss of private key(s) or password, as well as any other registration information; risks associated with the GiX; risk of mining attacks; risk of hacking and security weaknesses; and all other risks associated with.
2. The User also accepts that the GiX concept is still in a development stage and unproven; there is no warranty that the process for creating GiX will be uninterrupted or error-free

and that there is an inherent risk that the GiX could contain weaknesses, vulnerabilities, or bugs causing the complete loss of GiX.

**3.** There is a risk that the use of the GiX and relations between the Parties may be governed by any other applicable terms and policies.

**4.** The User agrees to be solely responsible for any applicable taxes imposed on the GiX purchased hereunder.

**5.** The User is fully liable for any possible misrepresentations concerning meeting of any eligibility requirements set forth by GoldFinX for the purpose of GiX Sale conduction (including, but not limited to, residence requirements).

**6.** The User understands and fully accepts that GoldFinX is entitled to ban or restrict the User's participation in the GiX Sale (solely upon GoldFinX' discretion and by any means) if the respective User does not meet any of the eligibility requirements set forth by GoldFinX for the purpose of GiX Sale conduction or on other grounds.

**7.** The User understands and fully accepts that certain jurisdictions restrict (or may restrict in future) their residents or citizens from participation in any Coin sales, the use of Cryptocurrencies, or use of any Cryptocurrency exchanges for various reasons. GoldFinX does not bear any liability for any possible current or future impossibility to use GiX because of the aforementioned or any other possible restrictions.

**8.** The User hereby undertakes to provide valid proof concerning the legality of his/ her proceeds used to purchase GiX Coins upon GoldFinX' request or the request of bank institutions or government authorities.

**9.** The User hereby confirms that he/she has not been involved in any illegal activity and that he/she will not use GiXs for any illegal activity.

## COINS SALE / KYC & AML REGULATIONS

**1.** If, at any time, GoldFinX determines that it must or should comply with applicable law, regulations, or guidance for money services businesses operating in any jurisdiction, GoldFinX may be required to file details of account activity to the relevant enforcement authorities. GoldFinX may also be required to provide information as required by law to government agencies including, but not limited to, reporting suspicious transactions of \$2,000 or more, and maintaining records regarding transactions of \$3,000 or more (the "Record keeping Requirements").

2. GoldFinX maintains a KYC (Know Your Customer) policy to comply with the Recordkeeping Requirements. GoldFinX aims to reasonably identify each prospective purchaser of GiX by cross-checking user data against governmental watch lists, as well as third-party identity verification and authentication services. If a User's proposed purchase is flagged through GoldFinX' internal controls, it may require additional proof of identification, and it has the right to not permit any purchases until additional and verifiable proof of identity is received.

3. GoldFinX may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect User's right to purchase GiX or withdraw GiX from his Account. User indemnifies GoldFinX against any losses associated with an inability to purchase, withdraw, or use GiX based on the verification results.

## COINS SALE / PROHIBITIONS

1. By agreeing to this Agreement, User warrant that neither he, nor any individual or entity that he represents, (A) appears on any governmental blacklist nor he is otherwise a party with which GoldFinX is prohibited to deal under the laws of any jurisdiction, or (B) is a Person identified as a terrorist organization on appearing on any other relevant lists maintained by governmental authorities. Because of the mentioned regulations, residents and/or citizens of the following geographic areas shall not be entitled to participate in the GiX Sale: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine.

2. Any residents or citizens of any other geographic area that is subject to UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or has any affiliation to such sanctions shall not be entitled to use the Website and participate in the GiX Sale.

3. User further represents and warrants that (i) He is not a person who is or has been entrusted with prominent public functions, such as a Head of State of government, a senior politician, a senior government, judicial, or military official, a senior executive of a state-owned corporation, an important political party official, or a close family member or close associate of any such person, and (ii) the monies used to fund the purchase of GiX are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country (1) under an embargo, (2) that has been designated as a "non-cooperative country or territory" on Money Laundering, or (3) that has been designated as a "primary money laundering concern."

4. User further represents and warrant that he has not any reason to suspect that (1) the monies used to fund the purchase of GiX have been derived from or related to any illegal activities, including but not limited to, money laundering activities, or (2) the proceeds from future resale of GiX will be used to finance any illegal activities.

## COINS SALE / PURCHASE RESTRICTIONS

1. The GoldFinX' website and/or GiXs are intended for marketing and sale to participants only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale under respective applicable regulations ("Permitted Jurisdictions"). User is only permitted to use the Website and purchase GiX if his primary residence or domicile is in a Permitted Jurisdiction.
2. The marketing and sale of GiX is being made in the Permitted Jurisdictions on the basis that the GiX Coins do not constitute a security, financial instrument, or otherwise regulated investment in those jurisdictions, such that the prospectus or other disclosure requirements and other investor safeguards that would apply to a securities offering will not apply to the issuance and sale of GiXs in the Permitted Jurisdictions.
3. In addition, GiX is not regulated in the Permitted Jurisdictions and is not required to be registered with, or licensed or authorized by, any relevant authorities. If User's primary residence or domicile is not in one of the Permitted Jurisdictions, he is not permitted to purchase GiXs and GoldFinX reserves the right to refuse to sell GiX to him and the right to restrict his access to the Website.
4. Certain jurisdictions restrict or have specific regulation concerning the offer, sale and/or purchase of Cryptocurrencies and/or Coins through Coin sale. GiX shall not be marketed, offered, or sold to residents of any of these countries. The information contained in this Policy and/or any Accompanying Documents will not constitute an offer to sell or an invitation, advertisement, or solicitation of an offer to buy GiXs Coins within these countries.
5. User acknowledges and agrees that in case of regulation changes GoldFinX might have no other option that move its operations in another country than Singapore. GoldFinX warrants that any move to a more crypto currency friendly jurisdiction will not affect any of the rights of the GiX owner described in the present document.

## COINS SALE /DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

1. The GiXs are to be provided on an "as is" basis and without any warranties of any kind, either expressed or implied. The User assumes all responsibility and risk with respect to buying of any amount of GiXs and their use.
2. The User hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, GoldFinX 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 the Website or the material, information, software, facilities, services, or content on the Website, as well as from the purchasing of GiXs, regardless of the basis upon which the liability is claimed and even if GoldFinX has been advised of the possibility of such loss or damage. The User understands and agrees that GoldFinX shall not be held liable to and shall not accept any liability, obligation, or responsibility whatsoever for any change of the value of the GiX. The User understands and expressly agrees that GoldFinX shall not guarantee in any way that GiX may be sold or transferred during or after the GiX Sale. If Applicable Law does not allow all or any part of the above limitation of liability to apply to the User, the limitations will apply to the User only to the extent permitted by the Applicable Law. The User understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of GiXs. Purchasing of GiXs by the User in no way creates any exclusive relationship between the User and GoldFinX, nor any partnership, joint venture, employment, or agency.

## COINS SALE / CONFIDENTIALITY

1. The User acknowledges and agrees that any information or data the User has acquired from or about GiX, included, but not limited to, information or data regarding prices, scope of terms, and any other terms, conditions, obligations, affirmations, representations, and warranties set forth herein or delivered prior to the date the Agreement is entered into (hereinafter, the “Confidential Information”), was received in confidence. The User hereby expressly agrees to take all reasonable precautions to protect such information and not to divulge any such information or any information derived therefrom to any third person without the prior written consent of GoldFinX. The Parties also agree to hold each other’s Confidential Information confidential for a period of three (3) years following the signing of this Agreement.

2. The Parties agree that unless required by law, they shall not make each other’s Confidential Information available in any form to any third party or to use each other’s Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Confidential Information shall also mean all material and information that has or will come into the possession or knowledge of the other Party in connection with its performance hereunder and which in the ordinary course of business is considered to be treated as confidential. The content of this Agreement, as well as the fact that it has been entered into, shall also constitute Confidential Information. Confidential Information shall not include information that:

- a) is or becomes a part of the public domain through no act or omission of the other party;
- b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party;
- c) is lawfully disclosed to the other party by a third party without restriction on disclosure;
- d) is independently developed by the other party;
- e) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient advises the disclosing party of the governmental demand for disclosure in a timely manner). Without the prior consent of the other Party, neither Party shall issue any media release or similar publicity relating to this Agreement. Neither Party shall use the trademarks, trade name, or logo of the other Party without having obtained its consent.

### **INTELLECTUAL PROPERTY NOTIFICATION:**

*This document belongs to GoldFinX and is protected by copyright laws. Its copying and/or use by any third party in full or in part without prior written consent of GoldFinX is strictly prohibited.*

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**GoldFinX PTE LTD. - Head Quarters**

9 Temasek Boulevard  
#04-03 Suntec Tower Two  
Singapore (038989)

**GoldFinX Inc - America Office**

Morgan & Morgan Building  
PO Box 958, Pasea Estate, Road Town  
Tortola, British Virgin Islands

**GoldFinX LTD. - Middle East Office**

Office 903  
Fortune Executive Tower  
Jumeirah Lake Towers  
Dubai, United Arab Emirates

**Email:** [info@goldfinx.io](mailto:info@goldfinx.io) | [info@goldfinx.com](mailto:info@goldfinx.com)

**Website:** [www.GoldFinX.io](http://www.GoldFinX.io) | [www.GoldFinX.com](http://www.GoldFinX.com)